

# **Collective Bargaining Agreement**

**Between**

**UNITE HERE  
LOCAL 17 AFL-CIO**

**and**

**THE MINNEAPOLIS CLUB  
Minneapolis, Minnesota**

**June 1, 2017  
to  
May 31, 2020**

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THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Minneapolis Club, Minneapolis, Minnesota, herein-after variously referred to as: "Club", "Employer", "Company", and "Management", through the medium of its undersigned duly authorized representative, and UNITE HERE Union Local No. 17, AFL-CIO, hereinafter referred to as the "Union", through the medium of its undersigned duly authorized officials.

**WITNESSETH:**

WHEREAS, the parties hereto, through the process of collective bargaining, have agreed as to wages, hours of employment, and certain other specific conditions of employment to the extent expressly set forth herein; and to the exclusion of all other claims and demands for the duration hereof;

NOW, THEREFORE, in consideration of the mutual covenants herein contained to be duly kept and performed, the parties hereto do hereby mutually agree as follows:

**ARTICLE 1**  
**RECOGNITION**

1.1 It having been established that a unit appropriate for the purpose of collective bargaining consists of all employees engaged in the housekeeping, food preparation, service, and bartenders and liquor service employees employed by the Employer at its Club operation, 729 Second Avenue South, Minneapolis, Minnesota; excluding all office clerical employees, front office employees, desk clerks, casual or intermittently employed people, guards and supervisors as defined in the National Labor Relations Act, and it having been determined that a majority of the employees in said unit of employment have selected and designated the Union as their representative for the purpose of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment, the Employer, in accordance with the requirements of the National Labor Relations Act, recognizes the Union as the exclusive representative of its employees in said collective bargaining unit.

1.2 **RESPECT & DIGNITY**

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

**ARTICLE 2**  
**SCOPE OF AGREEMENT**

2.1 – This Agreement shall be limited in its scope and application only to employees of the Employer in those job classifications and status described in Article 1 hereof as constituting the appropriate unit for the purpose of collective bargaining, and the Employer shall not enter into any other agreements with said employees, individually or collectively, which conflict with or are contrary to the terms and provisions of this Agreement.

ARTICLE 3  
UNION SHOP

3.1 – It shall be a condition of employment for all employees covered by this Agreement that all employees who are members of the Union on the effective date of this Agreement shall remain members of the Union or pay fees in lieu thereof. Furthermore, any of these employees who are not members of the Union on the effective date of this Agreement shall, on or after the thirty-first (31<sup>st</sup>) day of the effective date of this Agreement, become and remain members of the Union or pay fees in lieu thereof. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirty-first (31<sup>st</sup>) day of their employment, become and remain members of the Union or pay fees in lieu thereof. The Union will hold the Club harmless from any problems arising out of its complying with this Article.

3.2 – DUES CHECKOFF

The Employer shall check off monthly dues and initiation fees and/or other required fees in a manner according to procedures agreed upon between the representatives of both Parties, upon receipt of the written authorization form to deduct dues or fees signed by the employee. Deductions for check off shall be submitted to the Union by the tenth (10<sup>th</sup>) of each month, but in no event, later than the fifteenth (15<sup>th</sup>) day of the month. New applications will be sent to the Union with the monthly billings. The Union will hold the Club harmless from any problems arising out of its complying with this Article.

ARTICLE 4  
LIMITATION OF AGREEMENT

4.1 – Except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers, prerogatives and authority the Club had prior to the execution of this Agreement are retained by the Club and remain exclusively within the rights of Management, and are not subject to the Grievance-Arbitration procedures.

ARTICLE 5  
MODIFICATION – RELIEF

5.1 – It is further mutually agreed that the operating policy of the Club and the practical and reasonable service need incidental thereto, shall at all times be properly considered in establishing classifications, in deciding as to personnel requirements and in defining the nature and scope of service rendered.

5.2 – The parties agree that if business conditions involve a continued operating loss to the Employer, the Employer shall be privileged to request a hearing to consider the question of concession and relief for a temporary or fixed period, such petition shall be considered by a special committee of seven, three members of which said Employer shall appoint and three members of which the Union shall appoint or elect. The seventh member will be a neutral selected by representatives of the Club and the Union by mutual agreement or from lists submitted by the Federal Mediation and Conciliation Service. The facts shall be presented and such evidence offered as the committee may require for proper review and determination. The decision of the said committee shall be made in writing and a copy of same shall be attached to and become a constituent part of this Agreement.

ARTICLE 6  
NO STRIKE OR LOCKOUT

6.1 – During the term of this Agreement, the Union agrees on behalf of itself and each of its members that there shall be no authorized strike of any kind and there shall be no boycott, picketing, work stoppage, slowdown, or any other type of organized interference, coercive or otherwise, with the Employer's business.

6.2 – In the event any violation of the previous paragraph occurs which is unauthorized by the Union, the Employer agrees that there shall be no liability on the part of the International or Local Union or any of their officers or agents, provided that in the event of such unauthorized action the Union first meets the following conditions:

- a) The Union shall declare publicly that such action is unauthorized by the Union, if requested to do so by the Employer.
- b) The Union shall not question the unqualified right of the Employer to discipline or discharge employees engaged in, participating in, or encouraging such action. It is understood that such action on the part of the Employer shall be final and binding upon the Union and its members, and shall in no case be construed as a violation by the Employer of any provision of this Agreement. However, an issue of fact as to whether or not any particular employee has engaged in, participated in or encouraged any such violation may be subject to arbitration as provided in Article 9 hereof.

6.3 – During the term of this Agreement, there shall be no lockout of the employees by the Employer.

ARTICLE 7  
DISCIPLINARY ACTION

7.1 – 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

Progressive discipline need not be followed in incidents of serious violations of the Employer's rules or misconduct, such as:

- A. Dishonesty
- B. Drunkenness
- C. Being under the influence or the use of alcohol, illegal controlled substances or improper use of prescription drugs, including sale and possession of drugs, unless the employee can show a valid medical marijuana card.

- D. Falsification of employment records, time records, guest checks, or credit card vouchers;
- E. Abusive, profane, or obscene language or behavior to a member, guest or fellow employee;
- F. Unlawful behavior on Club property;
- G. Deliberate refusal to perform assigned work or follow a supervisor's order;
- H. Carelessness resulting in serious accident to self, fellow employee, member, guest or serious damage to the Club, member, or guest property;
- I. Immoral acts which tend to bring the Club into disrepute; or
- J. Gross discourtesy to members, guests and customers

7.2 – Written Notices – Written reprimands, notices of suspension and notices of discharge, which are to become part of the employee's file shall be read and signed by the employee. Such signature shall in no way be an admittance of wrongdoing on the part of the employee. A copy of such reprimands and/or notices shall be given to the employee and the Union.

7.3 – Warning Notices – Cancellation Retirement – Warning notices shall not be used as an independent basis for discipline after a period of twelve (12) months provided there have been no other written notices of a similar nature. However, such warning notices, like commendations, shall remain in the employee's file to reflect the employee's performance over time.

7.4 – Suspensions and Discharges – All suspensions and discharges will be in written form and copies will be faxed or emailed to the Union within two (2) business days after issuance of such notices. Discharges will be preceded by a suspension during which an investigation of the incident leading to the discharge can be conducted. For purposes of this Agreement, the phrase "business days" means Monday through Friday, exclusive of holidays.

7.5 – Disciplinary Meetings – If a meeting is held for disciplinary purposes the affected employee shall have the right to have a Union steward and/or Union representative present if one is readily available.

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

7.7 – 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.

7.8 – 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 his/her own time.

ARTICLE 8  
GRIEVANCE PROCEDURE

8.1 Employee Concerns. Employees are encouraged to raise concerns or issues with their supervisor or the human resources director, who shall respond to the issue raised by the employee promptly, but no later than seven (7) calendar days after being raised.

8.2 Grievance Procedure for Employees. Should differences arise concerning the Employer, the Union and/or any employee who has completed her/his probationary period, as to the meaning and application of this Agreement, the following procedure shall be followed by an employee and the Union.

Step 1 - The employee may take up the matter with her/his supervisor on an informal basis in order to settle the matter promptly. An aggrieved employee may have the Union Steward assist her/him with Step 1, if she/he so desires.

Step 2 - If the grievance is not satisfactorily settled in Step 1, the aggrieved employee or the Union shall, within fourteen (14) calendar days from the date on which the incident which gave rise to the grievance occurred, file a written grievance with the Personnel Director; provided however, the fourteen (14) calendar day requirement and the written grievance requirement may be waived by mutual written agreement. Failure to file such written grievance within fourteen (14) calendar days shall result in such grievance being presumed to be without merit and it shall be barred from further consideration. The written grievance shall set forth the facts giving rise to the grievance, including the date and persons involved, and designate the provisions of the Agreement which allegedly have been violated.

Step 3 – The representative or representatives of the Employer will confer with the Union Steward and/or Union Business Agent within fourteen (14) calendar days after receipt of such written grievance in an effort to settle the grievance, unless the time limit is extended by mutual written agreement of the Parties. If not settled at this conference, the Employer shall issue a decision in writing on any such written grievance within seven (7) days from the time such grievance meeting is adjourned.

Failure of the Employer to comply with the above time limits shall result in the Employer abandoning objection to the grievance and the remedy requested shall be granted.

8.3 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 out in Step 3, section 8.2 above.

ARTICLE 9  
ARBITRATION PROCEDURE

9.1 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 (FMCS) 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. 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.

9.2 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.

9.3 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 her/his judgment for that of the Parties in the exercise of rights granted or retained by this Agreement.

9.4 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 back pay for loss of income resulting from such discharge. Any back-pay award shall be reduced by unemployment compensation and worker's compensation, insofar as the State does not recover the payments to the employee or disability payments and/or outside earnings. Any 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.

The Arbitrator's written decision shall be issued within sixty (60) days of the hearing, unless otherwise mutually agreed in writing.

9.5 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 in Article 8 above before attempting to take the matter elsewhere.



ARTICLE 10  
CLOSING OF DEPARTMENTS – REDUCING PERSONNEL

10.1 – In the layoff of employees for lack of work, closing of departments, or otherwise, seniority within each classification of employment shall prevail. However, the ability to perform the required work shall be the determining factor.

10.2 – The Employer shall, at all times, have the unrestricted right to discontinue any department or operation and/or to reduce the personnel of any department.

10.3 – In the event it becomes necessary to close down or otherwise discontinue business or any part of the business, the employer shall give to the affected employees a minimum of two (2) weeks' notice except that this shall not apply if such action of Management is due to an act of God or a condition beyond the control or pre-knowledge of the Employer. If the Employer shall fail to give the affected employees the minimum of two (2) weeks' notice, said employees shall receive two (2) weeks' pay in lieu thereof for all hours lost.

10.4 – Seasonal Shutdowns. In the event of a temporary shut down of all or part of the Club for five or more consecutive calendar days, the Employer will, at least four weeks prior to the shutdown, (1) announce the shut down; and (2) inform employees who will be required to work during the shutdown, provided that no employee will be required to work if the Employer has previously approved vacation time for that employee during the shutdown. The Employer will pay any employee who works during the shutdown the employee's regular hourly rate of pay, provided that servers who voluntarily work will be paid an hourly wage rate equal to the server base wage plus \$6.50.

ARTICLE 11  
NON-DISCRIMINATION

11.1 – No discrimination shall be exercised against an employee in regard to tenure of employment or any term or condition of employment because of race, color, creed, religion, membership or non-membership in a labor union, gender, age, national origin, or any other status protected by city, state, or federal law. All references in this Agreement to persons of one gender shall mean persons of either gender.

11.2 – The Employer, the Union and employees shall not interfere with, restrain, coerce, or otherwise discriminate against any employee in his/her right to join or assist, or refrain from joining or assisting any labor organization within the meaning of the National Labor Relations Act, as amended, or the laws of the State of Minnesota except as required by Article 3 of this Agreement.

ARTICLE 12  
PHYSICAL EXAMINATIONS

12.1 – The Employer may require and provide for periodical physical and medical examination of employees, and layoff or release such employees as are unable to satisfactorily pass such examinations. Such physical examination shall be paid for by the Employer. If the employee so requests, the Employer shall furnish a physician's certificate as to the facts involved in order to justify termination of employment. The employee may proceed with medical examination independent of Employer's action at his/her own expense.

ARTICLE 13  
JURY DUTY PAY

13.1 – Any employee who shall be required to serve on any municipal, county, or federal jury (not grand jury), shall be given a leave of absence for the period during which he or she is required to serve on any such jury. During the period of such jury duty, the employee shall be paid the difference between his/her jury pay and the amount he/she would otherwise have earned during straight time hours of available employment at his/her regular straight time hourly rate of pay subject to the following conditions:

- a) The employee must be available for work on the employee's scheduled workday immediately preceding and the employee's scheduled workday immediately following the period of jury duty.
- b) The employee must report to the personnel office or designated supervisory employee prior to commencing jury service, and if the period of his or her jury service is for longer than one week, he/she shall be required to report by telephone to the personnel office or designated supervisor at the end of each week of jury duty.
- c) In the event that time required for jury duty on any regularly scheduled workday during the period of jury service is a half day or less, and the employee is excused from further jury service on that day, the employee must immediately make himself/herself available for work for the balance of said day unless specifically excused by the personnel office or designated supervisor.
- d) When an employee performs jury duty service on a holiday on which he/she is not regularly scheduled to work, but which is a recognized paid holiday, he/she shall receive his/her holiday pay with no reduction for jury duty pay for that day.
- e) When an employee does not perform jury duty service on a holiday where such holiday is one on which the employee is otherwise regularly scheduled to work, he/she will be paid for that holiday.
- f) After completing the period of jury service, the employee will be required to submit evidence of the amount of his or her jury duty pay. Pay adjustments will then be authorized according to this stated policy. Only straight time hours of employment regularly scheduled by the Employer and actually lost by the employee shall be paid for and such hours shall be paid for at the employee's straight time hourly rate of pay.
- g) Allowance for traveling time or other expense allowance given employee in conjunction with jury service shall not be considered jury duty pay in determining wages due employees on the basis of the foregoing.

ARTICLE 14  
BEREAVEMENT LEAVE

14.1 – An employee shall automatically be given a leave of absence to attend burial or Memorial services and assist in making funeral arrangements in the event of death in his/her immediate family, and he/she shall be paid wages for time actually lost due to such absence according to the following conditions, limitations and eligibility requirements:

- a) The employee must have completed his/her probationary period of employment in order to qualify for funeral pay.
- b) Pay for time lost shall be for a maximum period of two (2) days immediately prior to, or including the day of the funeral, if the funeral services are within a 250-mile radius of Minneapolis and not more than three (3) such days, if the funeral services are more than 250 miles from Minneapolis.
- c) Only straight time hours of employment regularly scheduled by the Employer and actually lost by the employee shall be paid for and such hours shall be paid for at employee's straight time hourly rate of pay.
- d) The employee's immediate family shall include only wife, husband, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, natural grand-parents, stepchild, grandchild, and legally registered domestic partners.
- e) The employee must attend the funeral in order to be eligible for funeral pay or an automatic leave of absence.
- f) The employee must report the need for such absence by phone or otherwise at the earliest possible time and upon returning to employment will give Management a statement of fact regarding the absence.

ARTICLE 15  
MEALS, LAUNDRY, ETC.

15.1 – Meals. The Employer shall furnish meals at no cost to all employees on the basis of one meal for each meal period worked. Such employees shall be granted not less than one-half (½) hour for each meal period taken and shall not be required to work during that period except in cases of extreme emergency. Employees will be expected to punch out for meal periods and there shall be no automatic deduction of the one-half (½) hour. Such meals shall not be considered as compensation but only as a necessary condition to the maintenance of proper service to the patrons of the Club. Employees will not be paid for meal periods unless required to work during said meal periods.

15.2 – Uniforms. The Employer agrees to furnish uniforms and laundry and upkeep of same for cooks, servers, bussers, and bartenders and for such other miscellaneous employees who are required to wear same. Items of clothing which are of such a nature that they could be worn as normal street clothing must be paid for and maintained by the employee. This is not to diminish the Employer's prerogative to insist upon certain standards for clothing or dress codes. The Employer will provide and launder white shirts for all employees that are required to wear them. Black pants will be provided for Bartenders.

ARTICLE 16  
LEAVES OF ABSENCE AND SICK LEAVE

16.1 – Personal Leave of Absence. The Employer may grant an employee a leave of absence without pay for good and sufficient cause. All such leaves beyond one (1) week, if granted, shall be in writing and copies shall be given to the designated Union representative.

16.2 – Medical Leave of Absence. Any employee who is known to be ill and presents satisfactory proof of such illness to the Employer shall be granted sick leave automatically for a period not to exceed thirty (30) days. Such sick leave shall be extended for successive thirty (30) day periods upon presentation of just cause if the employee's health or physical condition is such as to prevent him/her from gainful employment, but in no event shall such sick leave be extended beyond twelve (12) months from the first day of such absence.

a) A physician's statement shall not be necessary for illness or injuries of short duration, i.e., of up to three (3) days.

b) Return to Work. The employee shall notify the employer when he/she is ready to return to work after a period of absence and furnish the Employer with a medical certificate from his/her physician that he/she is physically able to perform the duties of his/her job. The Employer will have up to seven (7) days after such notification in which to reinstate the employee. Return to the employee's job classification and schedule will only be guaranteed if the leave is for less than one hundred and eighty-one (181) days.

16.3 – Work Related Illness or Injury. In case of compensable injury or illness (covered by Worker's Compensation), a leave of absence will be granted automatically for the full period of regular temporary disability. Such an automatic leave of absence will be terminated automatically when the employee is capable of returning to work.

16.4 – Parental 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 his/her child or placement of a child in foster care with the employee. The employee shall notify the Employer of such intent three (3) months prior to the leave. The Employer will have thirty (30) days to arrange to reinstate an employee returning from such a leave.

16.5 – Time Off – Doctor's Visits. Employees shall have the right to request to take that portion of a workday off that is necessary for doctor and/or dentist appointments. Such requests shall not be unreasonably denied. Employees needing such time off shall notify the Employer one (1) week in advance whenever possible. The employees shall provide proof of necessary time off at the Employer's request.

16.6 – Seniority Accrual. Seniority shall continue to accrue during an approved leave of absence except that for personal leaves accrual shall only be the first thirty (30) days of such a leave.

16.7 – Return from Leave. Any employee returning from an authorized leave as stated in this Agreement shall return to their previously held job classification and schedule (hours and days) provided that neither has been abolished and the employee is qualified. In the event the schedule has been abolished and cannot be re-established the employee may bump into any schedule commensurate with his/her accrued seniority. Return to the employee's job classification and schedule will only be guaranteed if the leave is for less than one hundred and twenty-one (121) days.

16.8 – Leave Benefits. In the case of FMLA leaves, the Employer shall make sufficient group health insurance contributions, as determined by the Greater Metropolitan Hotel Employers-Employees Health and Welfare Fund ("Fund") to pay for the employee's group

insurance coverage for up to twelve (12) weeks of leave. The Fund shall make available group health insurance to employees at their own expense for any portion of a parenting or medical leave in excess of twelve (12) weeks.

In the case of other leaves, which would otherwise result in loss of group health insurance coverage, the Fund shall make available group health insurance to employees for the duration of the leave at their own expense.

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

The Employer may attempt to recover the cost of medical premiums paid during a covered leave of absence should the employee fail to return to work as provided for under the Family Medical Leave Act.

16.9 – Coordination with Applicable Laws. The Employer and the Union 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 for under law, the terms of this Agreement shall prevail.

16.10 – Leave for Union Business: The Employer shall grant up to seven (7) days unpaid leave per year for employees annually delegated by the Union to attend a labor convention. Only two (2) employees may take such leave at one time. The Employer shall also grant unpaid leave to any employee elected to or hired for a position of full-time service with the Union. Leave to hold union office is limited to 2 years. Only two (2) employees may take such leave at one time.

## ARTICLE 17 PAID TIME OFF (PTO)

17.1 Paid Time-Off (“PTO”) is a comprehensive time-off policy for eligible employees to use for vacation, personal time, illness or injury, and personal business. It combines traditional days off into one (1) flexible, paid time off policy. It is considered wage replacement for times that employees choose to be away from work for personal reasons and is part of the benefit package. All employees covered under the Collective Bargaining Agreement are eligible to accrue and use PTO as described in this policy. Any unused PTO may be carried over as stated below.

17.2 Accrual Employees begin to accrue PTO from the first date of employment and can begin using accrued PTO after the initial ninety (90) days of employment.

**PTO EARNING SCHEDULE**

Employment	Hourly Accrual Rate	Total Accrual Per Year (Hours)
0 through 12 months (1 <sup>st</sup> year)	.04231	88 (11 eight hour days)
13 through 96 Months (2 years to 8 <sup>th</sup> year)	.06154	128 (16-eight hour days)
97 months through 180 months (Post 8 <sup>th</sup> year to 15 <sup>th</sup> year)	.08077	168 (21 eight hour days)
181 plus months (Post 15 <sup>th</sup> year to 20 <sup>th</sup> year)	.10	208(26 eight hour days)
Twenty (20) years or more	.11923	248 hours (31 eight hour days)

17.3- Scheduling PTO. PTO is accrued on an hourly basis in accordance with the table above. A PTO request form must be filled out by the employee, signed by the manager and turned into payroll for the PTO to be paid. All PTO requests are made in writing and subject to approval by your supervisor, who shall respond, in writing, within seven (7) days from such request. To the extent business requirements permit, employee requests for a specific period in which to take PTO will not be unreasonably denied. Furthermore, the most senior employees shall have preference as to the time they take PTO so far as the efficient operation of the business will permit. Where more than one (1) employee in a job classification desire PTO at the same time, PTO will be assigned based on seniority. Employer and employee shall mutually agree upon the PTO time.

17.4- PTO can be used in minimum increments of one-half (½) day. Employees who have an unexpected need to be absent from work should notify their direct supervisor at least two (2) hours before the scheduled start of their workday, if possible.

17.5 -PTO is paid at the employee's base pay rate at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions or bonuses. In addition to their regular hourly rates, all qualifying tipped employees working in the classifications of Server and Banquet Server, shall be compensated at the Tipped Employee PTO Pay Adjustment rate of six dollars and fifty cents (\$6.50), not to exceed sixteen dollars (\$16.00) per hour for all PTO taken.

17.6 -PTO Carry over: At the end of the calendar year, employees may carry over a maximum of one hundred twenty (120) hours of unused PTO to be used in the following calendar year. Any unused PTO in excess of the maximum may not be carried over and will be forfeited; employees will not be paid for PTO that exceeds the cap. The balance of employees' PTO will be noted on their pay stub.

17.7- Terminated Employees. Upon termination of employment, employees will be paid for unused PTO that has been accrued through the last day of work. However, if an employee voluntarily terminates and the employee fails to give at least a one (1) week notice of resignation, forfeiture of accrued PTO may result. No accrued PTO will be paid out if the employee terminates or resigns during the initial ninety (90) days of employment.

17.8 -Temporary layoffs or leaves of absence during the year shall not interrupt the continuity of seniority for the purpose of determining the amount of PTO for which an employee is eligible. Employees shall be entitled to receive their PTO pay before their scheduled leave.

17.9 -No Work During PTO. Once a request for PTO has been approved by the Employer, the PTO dates shall not be changed unless by mutual consent of the Employer and the employee.

## ARTICLE 18 HOURS OF EMPLOYMENT

18.1 – No Guarantee. This Article is intended to indicate the normal number of hours of work. It shall not be construed as a guarantee of minimum or maximum hours of work per day or per week, or of the number of days of work per week, or of working schedules, however, this section is subject to Article 23 on Seniority.

18.2 – Workweek. For regular employees forty (40) hours per week shall constitute the regular workweek.

18.3 – Workday. The standard workday shall be (8) working hours within eight and one-half (8 ½) hours on the Employer's premises. The Employer may establish a schedule of ten (10) hour workdays within ten and one-half (10 ½) hours on the Employer's premises if mutually agreed on.

18.4 – Overtime. All time worked by employees in excess of eight (8) or ten (10) hours in any one (1) day (depending on the established work schedule) or in excess of forty (40) hours in any one (1) workweek, shall be paid for at one and one-half (1½) times the employee's regular hourly rate (exclusive of service charge). There shall be no duplicating or pyramiding of premium pay, daily or weekly overtime.

18.5 – Premium Pay for 7<sup>th</sup> Consecutive Day. Any employee who is required to work on the seventh (7<sup>th</sup>) consecutive day shall be paid time and one-half times their regular straight-time hourly rate of pay for such work performed.

18.6 - Report in Pay. An employee called in and reporting for work as scheduled without prior notice received by the employee not to so report shall receive a minimum of four (4) hours work or four (4) hours pay for that day at the employee's regular hourly rate; provided the employee is available for work for the full period of time required. The minimum shall be three (3) hours for servers. Report-in-pay shall be at the server adjusted rate as defined in 17.5. If an employee volunteers or requests to leave early, the employee is not entitled to report-in-pay.

18.7 – No Reduction. No present employee shall suffer a reduction in the hourly rate of pay through the effect of this Agreement.

18.8 – Work Schedules. All work schedules shall be posted three (3) days prior to the first day of the schedule. Such schedules may be changed in cases of emergencies or business necessities.

The Employer shall schedule Employees (excluding all servers; regular, part-time or on-calls) for five (5) consecutive days of work in a single workweek. On occasion the Employer, due to unusual business needs, may schedule Employees for four (4) or five (5) days of work in any one (1) workweek. Any Employee who is required to work five (5) non-consecutive workdays within a workweek will be given at least three (3) days notice prior to that workweek. The Employer agrees that on a week in which a paid, recognized Holiday as defined in Article 27.3 (excluding Diversity Day), may fall on Saturday or Sunday, an employee will only be scheduled an additional day off if mutually agreed on. If the Club opens for regular Sunday business, it may schedule employees to work a workweek of five (5) consecutive days, including Saturday and/or Sunday, and still be in compliance with this Section. Overtime shall be offered by seniority in accordance with Article 23.3.

Sunday Work: Employees shall have the opportunity to have Sunday off according to seniority providing that the Employer has the necessary crews with the skills to accomplish the available work. This clause is not meant to undermine seniority.

Saturday and Sunday work, outside an employee's work schedule, will first be offered to volunteers and required, when necessary, in a reverse seniority order.

18.9 – Meetings. No employee shall be required to attend a department or staff meeting outside his/her regularly scheduled shift or on his/her day off without having first been given three (3) days' notice of such meeting. Employees shall be paid a minimum of two (2) hours pay or twenty dollars (\$20.00) whichever is greater if they are required to attend a mandatory meeting or training on the employee's scheduled day off or if the meeting is not held within two (2) hours of the employee's scheduled shift.

## ARTICLE 19 WAGES – PAYMENT. ETC.

19.1 – Pay Day. Wages shall be paid in accordance with wage rates set forth in Appendix "A" which is attached hereto and made a part hereof.

19.2 a) Merit Pay. The basic wage scales contained and set forth in said Appendix "A" is minimum wage rates. The Employer may, at his election, pay in excess of same but such practice, however, shall not establish a precedent. The Employer shall notify the Union of any such merit increases.



b) Translator Pay. An employee asked by management to translate shall be paid Ten dollars (\$10.00) for such translations. Payments shall not exceed \$10.00 per day.

c) Vomit/ Defecation Pay. Any employee required to clean vomit or defecation shall be paid an additional \$15.00 for such duty subject to prior approval of a Supervisor.

d) Server Training Wages for Trainers and Trainees. When asked to train new employees, trainers shall be paid their base wage + Service Charge + \$2.00. Trainees shall be paid only an hourly wage of \$12.97 and will not share in the tip pool, but not for longer than ten (10) days when the employee is scheduled to work. Management has sole discretion as to who will be a trainer and how much training is needed. Managers may also train servers.

e) Use of Server Temps. Should the need arise for the Club to use Temporary Banquet Servers, the service charge payout will be handled as follows:

The Club will increase the service charge pool by adding the current minimum wage per hour for each hour worked by a Temp during that function with a three (3) hour minimum per Temp, added to the pool. The service charge for that Function will then be divided among all servers (Including Temps) based on all hours worked during that event. Provided, however, that the share attributed to Temps for that event shall be returned to the Club.

f) Yard Employee Pay. Yard Employee duties may be performed by employees of the Housekeeping department. Employees shall be paid yard employee wages for the number of hours dedicated to work in that pay classification.

19.3 – New Job Classification. Whenever a new classification, within the Union's bargaining unit may be or is established by the Employer, the rate therefore shall be negotiated with the Union.

19.4 – Terminations and New Hires. The Union shall be notified monthly of all terminations and new hires of employees on the forms provided by the Union.

19.5 – Bonuses. The Employer may pay discretionary bonuses to non-server members of the bargaining unit as has previously been the case. The payment or non-payment of any or all such bonuses, as well as their timing and amounts, will continue to be solely within the discretion of the Employer and are not to be subject to collective bargaining.

19.6 – Shift Differential – 3rd Shift Cleaning Staff. All 3rd shift cleaning staff will receive a fifty-cent (\$.50) per hour shift differential.

## ARTICLE 20 SERVICE CHARGE

20.1 – Each server will receive a proportionate share of the first sixteen percent (16%) of the Service Charge levied on all members' food and beverage bills. Each server's share of the first sixteen percent (16%) of the Service Charge will be calculated as follows:

- Weekdays. Total hours worked by the employee Monday-Friday/Total hours worked by all employees Monday-Friday) X Total of the first sixteen percent (16%) of the Service Charges levied on members' food and beverage bills Monday-Friday].
- Weekends. (Total hours worked by the employee Saturday and Sunday/Total hours worked by all employees Saturday and Sunday) X Total of the first Sixteen percent (16%) of the Service Charges levied on members' food and beverage bills Saturday and Sunday.

Should the employer increase its service charge, the employer shall retain the amount of any such increase and servers shall continue to receive their proportionate share based solely on the first sixteen percent (16%) of any such increased service charge.

20.1(a) Complimentary Functions. Functions that are sponsored by the Employer for the general membership or for membership drives, where complimentary food and beverages are served, the Employer shall calculate and state what the menu price would have been for that food and beverage served and state the amount on the Banquet Event Order ("BEO"). The menu price shall approximate what the Employer would have charged for the same food and

beverages at a non-complimentary function. In such an event, the 16% service charge shall be calculated on that menu price.

20.1(b) Corkage Fee. When and if the Club charges a corkage fee to a client and/or member for the right to bring in their own wine, the Club will add \$3.50 per bottle to the service charges for the day.

20.2 – In addition to their proportionate share of the first sixteen percent (16%) of the Service Charge, all servers will receive as a base wage rate the minimum wage per hour worked. In the event that the minimum wage is increased above the current minimum wage, The Minneapolis Club will have the option of either: continuing the pay system as outlined herein; or renegotiating a new pay system with the Union.

20.3 – The parties agree that the Service Charge is not a gratuity paid to servers but is the property of the employer.

20.4 – Daily Overtime- In the event that server employees exceed ten (10) hours in any one day they will receive overtime at the rate of time and one-half (1.5) their base wage rate plus their proportionate share of the first 16% of the Service Charge for all hours worked in excess of ten (10) hours in any one day.

20.5 – The Employer has a discretionary bonus program in which members of the bargaining unit participate. The parties agree that servers shall not participate in this program and shall not receive any discretionary bonuses that are awarded by the employer.

20.6 – The Employer agrees to provide the Union's steward/or designated server with a breakdown of Service Charge income that shows the total of all Service Charge income earned each week and/or weekend. The Parties understand and agree that the Employer will need sufficient time in which to prepare this report and therefore this report will not be immediately available at the end of each week.

20.8 – Weekend Restaurant Breakfast Service. If the Club is open to serve breakfast in one of the Restaurants on Saturdays and/or Sundays, when there is other business, servers will receive their regular base pay and participate in the Saturday/Sunday service charge pool. If there is no other business on those days servers will receive fifteen dollars (\$15.00) per hour plus their portion of the Saturday/Sunday service charge.

20.9 – Furniture Moving. Bus persons and House persons shall move all furniture including tables, chairs, podiums, AV equipment, portable bars, dividers, dance floors and risers when needed to set up banquet/ catered functions. Managers shall assist when needed. When requested by Management, any other employee who voluntarily agrees to assist with this, shall be paid the House person rate of pay. \*\*Such employees shall punch out and back in, and time spent moving furniture shall not be included in any service charge pool.

20.10 – Cook's Fee- Cooks required to work at an Action Station at a Club or banquet function shall receive an additional twenty dollars (\$20.00).

The Parties agree that the Expeditor's duties may be performed by management and/or other non-bargaining unit personnel.

## ARTICLE 21 UNION STEWARDS

21.1 – Union Stewards. The Employer recognizes the right of the Union to conduct an election or select from among the employees who are members of the Union, a Union Steward to handle such Union business as from time to time may be delegated to him/her by the Union. The Union shall report the name of the Union Steward to the Employer.

21.2 – Union Stewards shall not attempt to usurp executive functions of department heads, supervisors or management or otherwise interfere with efficient operation of the Employer.

## ARTICLE 22 CLUB VISITATION BY BUSINESS AGENTS

22.1 – Business representatives of the Union shall be privileged to visit the Club at reasonable hours for the transaction of official business, but they shall register with the office of the General Manager upon entering the premises.

22.2 – Union Newspaper Box. The Union will be allowed to place a newspaper box in the Club at a location to be designated by Club management.

22.3 – Bulletin Board. The Employer agrees to provide a space in a conspicuous area frequented by the employees in which the Union may place a bulletin board for posting all Union communications. The Union will be allowed to post such notices only if it presents a copy of the notice to management before it is posted and the notice is not detrimental to the labor/management relationship.

22.4 – Union Buttons. All employees shall be permitted to wear their official Union button and/or Union steward button provided the buttons are no larger than 1 inch in diameter.

22.5 – Voter Registration. The Employer will allow, once each calendar year, a voter registration session to be conducted by the Union. The session will be held in the Club in an area designated by management during employees' non-work time at times mutually agreed upon by

the Club and the Union. There will be no disruption of Club business or activities because of these registration sessions.

22.6 – Copies of Collective Bargaining Agreement. Employer agrees to provide copies of Collective Bargaining Agreement to all new hires along with Employer Handbook and/or rules. The Union shall provide copies of this Agreement to the Employer for distribution.

## ARTICLE 23 SENIORITY

23.1 – Definition. Seniority shall mean continuous length of service with the Employer in the classifications covered by this Agreement.

23.2 – Use of Seniority. The Employer and the Union agreed to recognize seniority in the following areas:

- a) Scheduling of PTO time.
- b) Preference of holidays worked/not worked.
- c) Scheduling of open shifts within a classification as shifts open up permanently.
- d) Offering of overtime and requiring in reverse order.
- e) Promotion, demotion or transfer to new job openings if qualified.
- f) Employees shall be laid off and returned to work according to their length of service in their respective job classification.

23.3 – Scheduling of Work - Food Servers. There shall be one seniority list for all Regular Food service employees (servers, bartenders, bussers) based on their job classification.

Regular Food Servers shall be defined as those who are trained, qualified food service employees in all outlets and have full availability. Full availability shall be defined as available to work breakfast, lunch and/or dinner as required. Scheduling priority will be given based on seniority. Regular Food servers who choose to work only banquet/party events shall be scheduled by seniority for all available shifts. Food servers with full availability, as described above, may be scheduled first in order to receive the maximum hours available. All Regular Food servers shall be scheduled ahead of on-call employees.

On-Call Food Servers shall be defined as employees who are available on an intermittent or casual basis. The Employer shall maintain an on-call list of employees. Available work shall be offered to on-call employees in accordance with their availability. On-Call employees are eligible for PTO and will receive Holiday Pay when working a named Holiday as defined in Sections 27.1 and 27.2 excluding Diversity Day.

Restaurant Food Servers Scheduling. Trained, qualified Food Service employees shall be scheduled to receive the maximum number of available hours on the work schedule up to forty (40) hours per week. Food Service employees may choose from posted schedule choices based on seniority. Senior Food Service employees may not claim any part of a full schedule and may claim full schedules only when they become available on a regular basis. Split shifts shall be considered separate shifts for scheduling purposes. Regular Food Service employees may be scheduled to work in both the restaurant and at banquet events in the same scheduled work week.

It is understood that Food servers shall not be permitted to establish their own work schedules nor shall they be permitted to work overtime without the specific approval of their Supervisor. Nothing herein shall be interpreted as a guarantee of a minimum number of hours or days of work.

Regular Banquet Only Servers Scheduling. Servers who wish to work only banquet/party events shall be scheduled by seniority provided however those food servers with full availability, as described above, may be scheduled first in order to receive the maximum hours available. The seniority list of all Food servers shall be posted every (3) months.

23.4 – Layoff. When employees shall be laid off because of economic conditions, seniority on the basis of classification shall prevail.

23.5 – Recall. Return to service shall be based upon the employee's classification seniority.

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

23.7 – Classification Seniority. Employees changing classifications shall begin their seniority for scheduling on the day of entry into the new classification on a regular basis. During layoffs within a classification, an employee may exercise any accrued seniority in their prior classification to revert to the classification from which he/she was last transferred if fully qualified to perform available work. Employees assigned to work on an intermittent basis in a classification other than their regular classification shall not accrue seniority in that classification.

23.8 – Seniority Lists. The Employer agrees to furnish the Union quarterly, within a reasonable time after the end of each calendar quarter, a list of those persons employed in the classifications covered by this Agreement, including the date of hire, name and classification.

23.9 – Loss of Seniority. Seniority and job rights shall be terminated for the following reasons:

- a) Voluntary quit.
- b) Discharge for just cause.
- c) Layoff for a period of six (6) months.
- d) Failure to report for work within two (2) working days after being notified by the Employer of recall by registered letter sent to the last address in the Employer's records.

- e) Failure to return from an approved leave of absence.
- f) Taking a leave of absence to accept employment elsewhere.
- g) Absence for two (2) consecutive workdays without reporting to the Employer the reasons for the absence.
- h) Extending sick leave beyond that provided for in this Agreement.

ARTICLE 24  
PROBATIONARY PERIOD OF EMPLOYMENT

24.1 – Probationary Period – New Employees. Any new employee shall be employed on a sixty (60) day probationary basis, during which time he/she 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. No employee who is disciplined or discharged during any of these probationary periods shall have any recourse to the grievance or arbitration procedures provided for by this Agreement. After the probationary period, he/she shall be placed on the seniority list and his/her seniority shall then date from the first day of his/her current period of employment.

24.2 – Any on-call or temporary employee who is placed on a regular full-time or regular part-time basis of employment shall commence accumulating seniority as of the date the employee commenced working consecutively on a regular full-time or regular part-time schedule of hours.

24.3 – For the purpose of this Article, the seniority of an employee shall include any periods of time during which the employee was on an approved leave of absence as provided for under Article 16 of this Agreement.

24.4 – Probationary Period – New Classification. An employee promoted to a higher classification shall serve a thirty (30) calendar day trial period. During the probationary period, the Employer may return the employee to their previously held classification for inability to perform the duties of the new job or the employee may elect to return to their previously held classification. Employees so returning to previous work shall suffer no loss of seniority. If the worker feels that his/her qualifications have not been given proper consideration, he/she may file a grievance.

ARTICLE 25  
JOB POSTING

25.1 – Permanent job openings will be posted for not less than five (5) days to give employees notice that a vacancy exists and an opportunity to apply for the job. The five (5) day minimum posting period must include a Saturday and a Sunday.

ARTICLE 26  
CITY, FEDERAL AND STATE LAWS

26.1 – In the event any city, federal or state laws conflict with the provisions of this Agreement, the provision or provisions as affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

ARTICLE 27  
HOLIDAYS & DIVERSITY DAY

27.1 – Unworked Holiday Pay. Excluding On-call servers and On-call Bartenders, all employees under jurisdiction of this Collective Bargaining Agreement who have completed thirty (30) days of compensated service for the Employer shall be granted Holiday pay in the equivalent of their straight time hourly rate (in no case more than eight (8) hours) for the number of hours usually worked by the employee.

\*All servers will be paid for Holiday or other paid leave that they are entitled to based on the number of hours of holiday or other paid leave that they are entitled to X their base wage + \$6.50, capped at sixteen dollars (\$16.00). Holiday pay and paid leave will not include any allowance for Service Charge income.

27.2 – Holiday Worked Pay. All employees who are required to work including on-calls, on any of the recognized holidays will be paid in addition to the foregoing, their regular guaranteed straight time hourly rate for the hours worked, but in no case less than three (3) hours pay.

27.3 – Recognized Holidays. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Diversity Day.

\*To get time off for Diversity Day, employees must request it off two (2) weeks in advance. However, Management retains discretion to deny such holiday requests when the needs of the business require the employee's presence. On call servers and on-call bartenders are not eligible for Diversity Day.

27.4 – Disqualification. Absence from employment on either the employee's scheduled workday immediately preceding the holiday or the scheduled workday immediately following the holiday, or any portion of said days, for any reason, shall disqualify an employee for holiday pay, except that an employee shall not be disqualified for holiday pay if failure to work such full, prior, or subsequent days is due to:

- a) Layoff from work when notification of such layoff occurs on the workday immediately preceding the holiday or the workday immediately following the holiday.
- b) Death in the employee's immediate family.
- c) Illness or accident which occurs during working hours on either of such days and is of such nature as to prevent the employee from continuing at work.
- d) Jury duty which necessitates the absence of employee.
- e) Emergency conditions occurring on the workday immediately preceding the holiday or the workday immediately following the holiday over which the employee has no control and which despite his/her exercise of diligent effort, prevents him/her from working all or part of such days.

27.6 – Holiday During Approved Time off Period. If a Holiday named herein falls within an employee's approved time off period, he/she shall be entitled to an extra day off with pay.

ARTICLE 28  
HEALTH AND WELFARE

28.1 – Effective June 1, 2017, Employer agrees to contribute to the Minneapolis Employer-Employee's Health & Welfare Fund (Fund) three dollars (\$3.00) for each hour paid to each employee under jurisdiction of this Agreement for the May 2017 hours. Effective June 1, 2018, this contribution shall be increased to three dollars and fifteen cents (\$3.15) for each hour paid to each employee for the month of May 2018. Effective June 1<sup>st</sup> for the remaining years of this Agreement the Employer agrees to pay the hourly contribution rate then in effect under the The Greater Metropolitan Employer-Employee Trust Fund contract with the Marquette Hotel, the Crowne Plaza Northstar Hotel, and the Millennium Hotel Minneapolis. The Employer's obligation to contribute to the Plan during the term of this Agreement is limited to the amount of the contributions specified in this Article 28.

National Health Program. Should the Employer be required by law to provide coverage equal to or better than those benefits provided by the Fund, the Parties agree that the Employer shall be permitted to cease its contribution to the Fund.

28.2 – Delinquent Payments. The failure, refusal or neglect of the Employer to report and pay to the Fund the contributions required herein on or before the tenth (10<sup>th</sup>) day of the month following the month in which the employee worked, shall subject the Employer to liability for the principal and, in addition, liquidated damages of 12% of the delinquency, 8% interest on the delinquency and reasonable attorney fees and costs incurred in the collection of the delinquency. In the event that an employee working under the jurisdiction of this Agreement is rendered ineligible to receive benefits by virtue of the Employer's failure to pay the contribution required herein, the Employer shall be liable and responsible for any claim for benefits to which the employee would otherwise have been entitled.

28.3 – Dependent Coverage. Employees covered under the Trust will be reimbursed by the Fund at an amount set by the Trustees for the cost of dependent coverage reimbursement.

28.4 – Self-Pay. All eligible employees who fall below the required hours for Health and Welfare coverage shall be permitted to self-pay for a time period established by federal law and according to the standards and procedures determined by the Fund Trustees. It is the employee's responsibility to keep track of monthly eligibility in regards to self-pay and inform the Fund office promptly if they wish to self-pay.

ARTICLE 29  
401K

29.1 – 401K Plan. The Employer will make contributions to a 401(k) Plan to provide retirement benefits to employees covered by this Agreement pursuant to the Plan Document. The Employer will also allow employees covered by this Agreement to make contributions to the 401(k) Plan.

29.2 – The Union will be given a copy of this plan.



ARTICLE 30  
DURATION OF AGREEMENT

30.1 – THIS AGREEMENT shall be in full force and effect from June 1, 2017 except as may otherwise be specifically provided, to and including May 31, 2020 and shall automatically renew itself from year to year thereafter unless either party notifies the other party, in writing, not less than sixty (60) days prior to the expiration date hereof that it desires to change, modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized representatives the day and the year first above written.

UNITE HERE UNION LOCAL # 17 AFL-CIO  
MINNEAPOLIS/ST. PAUL, MINNESOTA

MINNEAPOLIS CLUB  
729 SECOND AVE. SOUTH  
MINNEAPOLIS, MINNESOTA

\_\_\_\_\_  
Nancy Goldman, President  
Date \_\_\_\_\_

\_\_\_\_\_  
Gary Kamenicky, General Manager  
Date \_\_\_\_\_

\_\_\_\_\_  
Wade Luneburg, Secretary-Treasurer

Date \_\_\_\_\_

**SCHEDULE OF WAGES  
APPENDIX A**

<u>Classification</u>	<u>6/1/2017</u>	<u>6/1/2018</u>	<u>6/1/2019</u>
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**FOOD & BEVERAGE DEPARTMENT**

**Second Chef**

Start	\$19.01	\$19.39	\$19.88
12 Months	\$19.63	\$20.02	\$20.52
24 Months	\$20.22	\$20.63	\$21.14
36 Months	\$20.82	\$21.23	\$21.76
48 Months	\$21.49	\$21.92	\$22.47

**Other Cook**

Start	\$18.74	\$19.11	\$19.59
12 Months	\$19.35	\$19.74	\$20.23
24 Months	\$19.92	\$20.31	\$20.82
36 Months	\$20.53	\$20.94	\$21.46
48 Months	\$21.20	\$21.62	\$22.16

**Prep Cook**

Start	\$18.48	\$18.85	\$19.32
12 Months	\$19.11	\$19.49	\$19.98
24 Months	\$19.69	\$20.08	\$20.59
36 Months	\$20.28	\$20.69	\$21.21
48 Months	\$20.95	\$21.37	\$21.90

**Head Baker**

Start	\$19.01	\$19.39	\$19.88
12 Months	\$19.63	\$20.02	\$20.52
24 Months	\$20.22	\$20.63	\$21.14
36 Months	\$20.82	\$21.23	\$21.76
48 Months	\$21.49	\$21.92	\$22.47

**Pantry Person**

Start	\$13.56	\$13.83	\$14.18
12 Months	\$14.21	\$14.49	\$14.85
24 Months	\$14.91	\$15.21	\$15.59
36 Months	\$15.10	\$15.40	\$15.79
48 Months	\$15.59	\$15.90	\$16.30

**Warewashers**

Start	\$12.80	\$13.18	\$13.51
12 Months	\$13.45	\$13.85	\$14.20
24 Months	\$14.15	\$14.57	\$14.94
36 Months	\$14.85	\$15.30	\$15.68
48 Months	\$15.55	\$16.02	\$16.42

**6/1/2017**    **6/1/2018**    **6/1/2019**

**Server**

State Min    State Min    State Min

**Bartender**

Start	\$17.97	\$17.97	\$17.97
12 Months	\$18.60	\$18.60	\$18.60
24 Months	\$19.15	\$19.15	\$19.15
36 Months	\$19.73	\$19.73	\$19.73
48 Months	\$20.37	\$20.37	\$20.37

**Bus Help**

Start	\$13.93	\$13.93	\$14.21
12 Months	\$14.79	\$14.79	\$15.09
24 Months	\$15.65	\$15.65	\$15.96
36 Months	\$16.51	\$16.51	\$16.84
48 Months	\$17.39	\$17.39	\$17.74

**Host/Hostess**

Start	\$12.73	\$12.99	\$13.31
12 Months	\$13.46	\$13.73	\$14.07
24 Months	\$14.13	\$14.42	\$14.78
36 Months	\$14.58	\$14.87	\$15.24
48 Months	\$15.04	\$15.34	\$15.72

**HOUSEKEEPING  
DEPARTMENT**

**Evening Lead  
Houseperson**      \$17.75      \$18.28      \$18.83

**Housekeeper/Seamstress**

Start	\$13.94	\$14.35	\$14.71
12 Months	\$14.56	\$15.00	\$15.38
24 Months	\$15.25	\$15.71	\$16.10
36 Months	\$15.48	\$15.95	\$16.34
48 Months	\$15.97	\$16.44	\$16.86

**Houseperson**

Start	\$13.45	\$13.85	\$14.27
12 Months	\$13.99	\$14.41	\$14.84
24 Months	\$14.69	\$15.13	\$15.58
36 Months	\$15.49	\$15.95	\$16.43
48 Months	\$16.12	\$16.60	\$17.10

**Guest Room Housekeeper, Linen Room and  
Cleaners**

Start	\$13.21	\$13.61	\$13.95
12 Months	\$13.83	\$14.24	\$14.60
24 Months	\$14.51	\$14.95	\$15.32
36 Months	\$14.74	\$15.18	\$15.56
48 Months	\$15.22	\$15.68	\$16.07

**Yard Employee**

Start	\$14.69	\$14.98	\$15.36
12 Months	\$15.29	\$15.60	\$15.99
24 Months	\$15.74	\$16.06	\$16.46
36 Months	\$16.38	\$16.71	\$17.12
48 Months	\$16.90	\$17.24	\$17.67

Overscale  
employees shall  
receive the  
same percent or  
cents per hour  
increases

**APPENDIX A WAGE :**

In addition to the above schedule of wages, there will be a one-time payment to all employees as the Club achieves increasing membership levels. The calculation will be based on the average number of monthly resident members for the year 6/1 through 5/31.

**# of Resident Members**

	<b><u>6/1/2018</u></b>	<b><u>6/1/2019</u></b>
925 to 949 members	\$50	\$50
950 to 974 members	\$75	\$75
over 975 members	\$100	\$100

For purposes of this Payment, "Dues-Paying Resident Members" means those members who are required to pay regular monthly dues in any of the following membership categories: Legacy Resident, Young Members Group Age 21-30, Young Members Group Age 31-35, Young Members Group Age 36-39, Resident Members 40+ and Senior Resident Members.





