

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**HEARTLAND SEVEN CORNERS HOTEL, LLC  
DBA: COURTYARD MINNEAPOLIS DOWNTOWN**

**and**

**UNITE HERE LOCAL 17 AFL-CIO**

**March 1, 2017 - February 29, 2020**

## **AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of May, 2017 but effective March 1, 2017, by and between the Heartland Seven Corners Hotel LLC, hereinafter referred to as the “Employer,” “Company,” or “Management,” and the UNITE HERE, Local No. 17, AFL-CIO, hereinafter referred to as the “Union”.

WITNESSETH:

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

### **Article 1. Purpose and Coverage**

#### **1.1 Purpose.**

The purpose of this Agreement shall be to achieve mutual understanding, harmony and cooperation among the Union, the Employer and its Associates; to provide sound working conditions; to secure a prompt and fair disposition of grievances; to eliminate all interruptions of work and the interference with the efficient operation of the Employer’s Hotel; to obtain maximum efficiency in the Hotel; and to set forth the Agreement covering rates of pay, hours of work and conditions of employment to be observed by the parties during the Life of this Agreement.

#### **1.2 Coverage.**

For the purpose of this Agreement, the term month Associates” shall cover all Employees in the food, steward, beverage, service, hotel maintenance and housekeeping departments, specifically listed in the Schedule of Wages, but excluding all secretaries, accounting personnel, front office, engineers, sales and catering department clerical, hostesses/hosts, telephone operators, professional, dining room supervisors, receiving clerks, housekeeping desk clerks and all guards and supervisors as defined by Federal Statutory Labor Law, except as otherwise reflected in an addendum.

### **Article 2. Complete Agreement**

#### **2.1 Complete Agreement.**

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

**2.2 No Vested Interest Acquired by Associates.**

Associates shall acquire no vested interest in the rights or benefits granted herein which are not subject to being changed, revised or divested in accordance with this Agreement or any subsequent revisions or terminations. All rights or benefits which Associates acquire under the terms of this Agreement shall extend only for the duration of this Agreement and shall then terminate, unless expressly renewed or extended for an additional term by written agreement or by application of the automatic renewal clause of this Agreement.

**2.3 Union and Management Cooperation.**

The Union and the Employer agree to work together to enhance the Employer's business and to improve conditions under which Associates work. The Union agrees to cooperate with the Employer in maintaining and improving safe and sanitary conditions and practices; and in maintaining, safeguarding and conserving the equipment, supplies, materials, vehicles, machinery, buildings and other property used by Associates in connection with their work assignments.

**2.4 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 nonunion and union employees will work together to honor the principles of respect and dignity. The Parties and nonunion 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 3.  
Union Rights**

**3.1 Union Recognition and No Individual Agreements.**

The Employer recognizes the Union as the duly certified bargaining agent of those Associates covered by this Agreement. The Employer agrees not to enter into any agreements or contracts with its Associates, individually or collectively, which conflict with the terms and provisions of this Agreement, except as expressly agreed to in the form of a written addendum.

**3.2 Union Shop.**

It shall be a condition of employment for all Associates covered by this Agreement that all Associates 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 Associates who are not members of the Union on the effective date of this Agreement shall, on or after the thirty-first (31st) 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 Associates covered by this Agreement and hired on or after its effective date shall, on or after the thirty-first

(31st) day of their employment, become and remain members of the Union or pay fees in lieu thereof.

### **3.3 Checkoff.**

The Employer shall checkoff monthly union 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 union dues or fees signed by the Associate. Deductions for checkoff shall be submitted to the Union by the tenth (10th) of each month, but in no event, later than the fifteenth (15th) of the month. New applications will be sent to the Union with the monthly billings.

### **3.4 Bulletin Board and Newspaper Boxes.**

The Employer agrees to provide a space in which the Union may place a bulletin board for the posting of all Union communications in a conspicuous area frequented by Associates, provided such material is not detrimental to the labor-management relationship and management receives a copy of any material prior to posting. The Employer also agrees to provide a space for the placement of Union newspaper distribution boxes in a conspicuous area frequented by Associates.

### **3.5 Union Buttons.**

All Associates shall be permitted to wear their official Union button and/or official steward button, provided the button size is no larger than the present buttons.

### **3.6 Union Stewards.**

The Employer recognizes the right of the Union to conduct an election or select from among the Associates who are members of the Union, a Chief Steward/Stewards to handle such Union business at the Company where she/he is employed, as may from time to time be delegated to her/him by the Union. The name of such Chief Steward/Stewards shall be reported to the Employer. The Union shall designate the areas for which the Chief Steward/Stewards is responsible. Union Chief Steward/Stewards employed by the Employer shall be required to fulfill their obligations to the Employer and to perform their job duties as any other Associate covered by the Agreement.

### **3.7 Union Visitation.**

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

### **3.8 Voter Registration.**

The Employer and the Union will provide Associates with the opportunity to register to vote in the Hotel cafeteria.

## **Article 4. Management Rights**

**4.1** The Employer and the Union specifically agree that management shall have the right to direct the work force and to determine the policies and methods of operating its Hotel, except as expressly limited by the specific provisions of this Agreement. Such management rights and responsibilities shall include, but not be limited to, the following: the right to select the Associates it will hire; the right to establish or revise work schedules; to determine the size and composition of its working force; to determine the number and type of equipment, material, products and supplies to be used or operated; to discipline or discharge Associates for just cause; to maintain efficiency of Associates; to determine assignments of work; to discontinue all or any part of its business operations; to expand, reduce, alter, combine or transfer, assign or cease any job, department or operation for business purposes; to introduce new, different or improved methods and procedures in its operations, and to otherwise generally manage the Hotel, except as expressly restricted by the provisions of this Agreement. Provided, however, the Union shall be notified of any new job classification combination.

### **4.2 Other Union Agreements.**

Whenever the Union negotiates an agreement with a hotel or motel, a copy of such agreement shall be delivered to the Employer's Labor Relations Representative.

## **Article 5. No Strike - No Lockout**

### **5.1 No Strikes or Lockouts.**

The Union agrees that there shall not be any strike, sympathy strike, stoppage of work, slow downs, boycotts, refusal to handle merchandise, picketing of the Employer's establishment covered by this Agreement or other interruption of work or interference with the Employer's Hotel during the term of this Agreement or any extension; and the Employer agrees that there shall be no lockouts during the term of this Agreement or any extension. Participation by any Associate in any such practices prohibited by this Section shall be considered just and reasonable cause for discharge or other disciplinary action by the Employer; and subject to the Grievance and Arbitration Procedure in Article 10.

### **5.2 Jurisdictional Dispute.**

It is agreed that any jurisdictional dispute between any union or unions involved with this Agreement shall not result in or interfere with the business of the Employer in any manner.

**Article 6.**  
**Pay, Gratuities And Job Classifications**

**6.1 Minimum 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. There shall be no lessening of wages or direct cost item fringe benefits now prevailing.

**6.2 Merit Increases.**

The wage scale as set forth in the Schedule of Wages of this Agreement reflects minimum rates and does not prohibit an Associate from receiving a higher wage. The Employer shall contact the Union with any proposed increases and the reason therefore, including merit increases, for all Associates.

**6.3 New Classifications and Combinations.**

When the Employer establishes a new job classification or a combination of two or more job classifications within the scope of this Agreement, the Union shall be notified and the rate of pay for the new job classification or combination of job classifications shall be subject to negotiation with the Union. If the parties fail to reach an agreement, the matter shall be pursued through the Grievance and Arbitration Procedure in Article 10.

**6.4 Higher Rate.**

An Associate shall be paid the higher rate of pay for all work performed in a higher job classification, and shall be paid the lower rate for all work performed in a lower paid job classification. This shall not apply where the change in job classification may be considered a minor factor, or is unscheduled, infrequent, of short duration or is due to an emergency.

**6.5 Full-Time Payroll Associate.**

Regular full-time payroll Associates are those who have completed their probationary period and work a minimum of twenty (20) hours a week.

**6.6 Business Costs.**

In accordance with applicable laws, Associates shall not have authorized deductions made from their checks for such business costs as walkouts, bad checks, incorrect credit card stamps, addition errors, over pouring, cash register shortages or breakages.

**6.7 Gratuities.**

- (a) All gratuities shall be the sole property of the serving person or persons. The Employer shall not require Associates to divide tips nor shall an Associate be required to pay the tipped service charge on credit cards.
- (b) Where a service charge is placed on a guest's bill, the bill will state that a gratuity is not included.
- (c) Associates shall reimburse the Employer tips paid on returned credit card charges provided proof of guest's failure to pay Employer is shown to the Associate.

**6.8 Ala Carte Compensation.**

If the Employer wishes to change the method of compensation for ala carte service persons, the Employer agrees to negotiate with the Union and reach prior agreement before any such change is put into effect. In the event the parties bargain to impasse, such unresolved issue shall be arbitrated in accordance with the Arbitration procedure in 10.3.

**6.9 Translation Fee.**

An Associate designated by the Employer to translate at meetings called by the Employer will be paid ten dollars (\$10.00). No employee will be paid more than ten dollars (\$10.00) in any day for translation services. This provision does not apply to incidental work-related conversations between the Employer and an Associate.

**6.10 Trainer Rate.**

An Associate, other than a Lead, who agrees to be designated by the Employer to be the trainer for a new Associate will be paid an additional \$1.00 per hour for all hours worked while training.

**Article 7.  
Meals/Uniforms/Rest Periods**

**7.1 Meals.**

- (a) Meals shall be provided without charge or wage reduction to all Associates in the classifications of employment listed in the attached Schedule of Wages. Such Associates shall be given one (1) meal for each shift worked. Said meal shall be breakfast, lunch or dinner.
- (b) Meal periods shall be an uninterrupted one-half (1/2) hour for which the Associate is not to be compensated. If Associates are required to work any portion of the meal period, they shall receive the regular hourly rate for the entire meal period. No present Associate shall suffer a wage reduction or be imposed with added

hours through the effect of this Agreement. Present meal periods shall not be increased in order to defeat the purpose of this Section.

**7.2 Rest Periods.**

Associates shall be allowed a paid fifteen (15) minute rest period for each full four (4) hours worked. Rest periods may not be combined or taken at the end of a shift unless approved by Management. Rest periods will be in accordance with business needs at the time.

**7.3 Uniforms.**

The Employer shall provide uniforms and the laundering and upkeep for all working in classifications that require the wearing of a uniform.

**7.4 Regular Rate of Pay.**

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

**7.5 Associate's Areas.**

The Employer shall maintain dining areas and locker rooms for Associates in conformity with the requirements of the applicable sanitary code regulations and health ordinances.

**Article 8.  
Hours Of Work, Overtime And Premium Pay**

**8.1 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 9 on Seniority.

**8.2 Standard Workweek.**

The standard workweek shall consist of forty (40) hours of work on five (5) days, which days shall be consecutive. Employer's standard workweek for overtime pay computation purposes shall be one hundred sixty-eight (168) consecutive hours beginning at 12:01 a.m. Sunday through 12:00 midnight Saturday. The Employer agrees to notify the Union of any change in the standard workweek.

### **8.3 Standard Workday.**

The standard workday shall be eight (8) working hours within eight and one-half (8½) on the Employer's premises. Whenever practicable, split shifts will be avoided.

### **8.4 Overtime Work.**

Associates shall not be required to work overtime unless it is a business necessity, in which case such overtime shall be offered based on seniority of those Associates performing the work on the shift.

### **8.5 Overtime Pay.**

All non-exempt Associates shall receive overtime pay for all hours worked in excess of forty (40) hours per standard workweek.

- (a) All Bartenders when working Banquet Bars shall receive overtime only after working over 40 hours per week.

### **8.6 Premium Pay.**

All non-exempt Associates shall receive premium pay of time and one-half (1½) their regular straight-time hourly rate of pay for all hours worked in excess of eight (8) hours per day. However, any shift that begins prior to 12 midnight but ends after 12 midnight shall be treated as one day for the purpose of computing pay rates.

### **8.7 6th and 7th Consecutive Day.**

No Associate shall be guaranteed work on the sixth (6th) or seventh (7th) consecutive day. No Associate shall be required to work on the sixth (6th) or seventh (7th) consecutive day; provided, however, under unusual business circumstances, the seniority list shall be followed in this regard with respect to those working the job. All non-exempt Associates shall receive premium pay at the rate of time and one-half (1½) their regular straight-time hourly rate for all hours worked on the Associate's seventh (7th) consecutive day of work.

### **8.8 No Duplication of Overtime or Premium Pay.**

There shall be no pyramiding or duplication of overtime and/or premium pay for the same hours worked.

### **8.9 Work Schedules.**

Work schedules shall be posted five (5) days prior to the first day of the schedule, except for the Banquet work schedules, which shall be posted three (3) days in advance. Such schedules may be changed in cases of emergencies or business necessities.

### **8.10 Report-in-Pay.**

- (a) An Associate called in and reporting for work as scheduled without “Prior Notice” received by the Associate not to so report shall receive a minimum of four (4) hours’ work or four (4) hours’ pay for that day at the Associate’s regular hourly rate; provided, the Associate is available for work for the full period of time required.
- (b) No Associate shall be entitled to report-in-pay or other pay if the lack of work is due to any strike, work stoppage or labor dispute, or to a fire, flood, Act of God or other condition, which are beyond the control of the Employer.
- (c) “Prior Notice” - as used in this Section shall mean a call to an Associate’s designated phone number at least two (2) hours prior to start time.

### **8.101 Associate Reporting Time Off.**

Associates are required to provide the Employer at least two (2) hours’ prior notice before failing to report for a scheduled shift.

### **8.11 Meetings.**

No Associate shall be required to attend a department or staff meeting outside her/his regularly scheduled shift or on her/his day off without having first been given three (3) days’ notice of such meeting. All Associates shall receive a minimum of two (2) hours’ report-in-pay for such meetings.

### **8.12 Time Off.**

Associates shall have the right to request to take that portion of the workday off that is necessary for doctor and/or dentist appointments. Such requests shall not be unreasonably denied. Associates needing such time off shall notify the Employer one (1) week in advance whenever possible. Associates shall provide proof of necessary time off at the Employer’s request.

### **8.13 Discontinuance of Business.**

If it is necessary to close down or otherwise discontinue business or any part of the Employer’s Hotel on a temporary or permanent basis, the Employer shall give affected Associates 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 Associates the two (2) weeks’ notice and no suitable alternative employment is provided, these Associates shall receive one (1) week’s pay.

Article 9.

## **Article 9. Seniority**

### **9.1 Definitions.**

- (a) Seniority shall mean continuous length of service in the establishment from first day of work in the classifications covered by this Agreement after completing probation. Such classifications are set forth in Appendix A, incorporated herein. With the exception of the banquet wait staff, such seniority shall be established by being regularly scheduled in a classification. Associates who work on an intermittent basis in any classification shall not build seniority in that classification.
- (b) Regular Banquet Servers - Regular banquet servers shall accrue seniority from the first function worked after completion of the probationary period.

### **9.2 Same Start Date.**

On the event two (2) or more Associates begin work on the same day; a numerical suffix will be attached to the seniority date of such Associates based on the last four (4) digits of the Associate Social Security number, The Associate with the lower four (4) digit number shall be deemed the most senior.

### **9.3 Probationary Period - New Associates.**

Any new Associate shall be employed on a ninety (90) day trial or probationary basis, during which time she/he may be discharged without recourse. After the trial period, she/he shall be placed on the seniority list and her/his seniority shall then date from the first day of her/his current period of employment.

### **9.4 Probation Period - New Classification.**

An Associate promoted to a higher classification shall serve thirty (30) working days probationary period with an extension, in writing, of thirty (30) days worked, if needed. During the probationary period, the Employer may return the Associate to their previously held classification and schedule for inability to perform the duties of the new job, or the Associate may elect to return to their previously held classification and schedule; provided, however, that the schedule has not been abolished. Associates so returning to previous work shall suffer no loss of seniority.

### **9.5 Areas of Seniority.**

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

- (a) Associates shall be laid off and returned to work according to their length of service in their respective job classifications as set out forth in this Article.

- (b) Scheduling of PTO.
- (c) Offering of overtime work and requiring in reverse order.
- (d) Subject to business needs, Associates may exercise their seniority to not work the holiday provided they give the Employer two weeks' notice prior to the holiday, however, Associates regularly scheduled to work the day on which a holiday falls may not be bumped out of their shift.
- (e) Scheduling of work and open shifts within the classification; it being agreed that such request is an exchange of total hours involving a permanent vacancy, unless agreed otherwise.
- (f) Promotion, demotion or transfer to new job openings.
- (g) Upon request in writing, any Associates scheduled less than five (5) days per week may exercise her/his seniority for five (5) days of work per week when additional shifts become vacated on a regular basis, unless such shifts are eliminated. The Associate must bid the five (5) day schedule as posted.
- (h) If stations are assigned on a permanent basis, rather than being rotated, all Associates shall be given preferential stations on the basis of seniority, provided they are qualified.

## **9.6 Layoffs and Recalls.**

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

## **9.7 Bumping.**

Bumping shall not be permitted except in cases of layoff as described in 9.5(a).

## **9.8 Classification Seniority.**

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

### **9.9 Notice of Recall.**

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

### **9.10 Loss of Seniority.**

Seniority and job rights shall be terminated for the following reasons, as well as any other reasons established under the terms of this Agreement:

- (a) Voluntary quitting or is absent for two (2) consecutive work days without reporting to the Employer the reason for the absence, except in cases of an emergency which prevents the Associate from so reporting.
- (b) Discharge for cause.
- (c) Failure to return to work after recall as provided.
- (d) Failure to return to work promptly at the end of an authorized leave of absence, unless due to Act of God.
- (e) Remaining on layoff for longer than twelve (12) months or length of seniority, whichever is shorter.
- (f) Terminates employment from the regular schedule and works on an intermittent call-basis only.

### **9.11 Job Posting.**

New job openings will be posted for a minimum of five (5) consecutive days and will be awarded to qualified applicants. If qualifications are equal, seniority shall prevail.

### **9.12 Seniority List.**

The Employer shall furnish an accurate seniority list to the Union within ten (10) days of the date on which this Agreement is signed. Thereafter, the Employer shall notify the Union of each Associate who has been separated from employment and such other monthly information on Associate's as has been provided.

**Article 10.**  
**Grievance And Arbitration Procedure**

**10.1 Grievance Procedure for Associates.**

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

Step 1. The Associate shall take up the matter with her/his supervisor or Personnel Director on an informal basis in order to settle the matter promptly. An aggrieved Associate 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 Associate or the Union shall, within ten (10) 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 ten (10) calendar days' requirement and the written grievance requirement may be waived by mutual written agreement.

Failure to file such written grievance within ten (10) 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 ten (10) 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 ten (10) days from the time such grievance meeting is adjourned.

**10.2 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 10.1, above. If the matter is not satisfactorily settled at this Step, the grievance may be processed through the Arbitration Procedure hereafter.

**10.3 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 ten (10) 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 grievances shall be arbitrated according to the following procedure:

The Party desiring to arbitrate shall request the Federal Mediation and Conciliation Service (with a copy of such request to the opposite Party) to furnish the parties with a panel of seven (7) names of impartial arbitrators. From this panel, a representative of the Employer and the Union shall select the Arbitrator. The Arbitrator shall be selected by each Party striking in turn one strike at a time, two (2) 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.

#### **10.4 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 Associate (s) involved. The Employer, the Union and the aggrieved Associate 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.

#### **10.5 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.

#### **10.6 Award of Arbitrator.**

Where an Associate has been discharged in violation of this Agreement, the Arbitrator may order the Associate reinstated, either with or without back pay for loss of income resulting from such discharge. An award of the Arbitrator shall not, in any case, be made retroactive to a date prior to the date on which the subject of the grievance occurred and, in no event, more than thirty (30) calendar days prior to the filing of the grievance. The Arbitrator's written decision shall be issued within sixty (60) days of the hearing, unless otherwise mutually agreed in writing.

## **10.7 Contract Remedy.**

When an Associate has any complaint, grievance or difference regarding the application of the terms and conditions of this Agreement it is agreed that the grievant will generally use the grievance/arbitration procedure, Section 10.1 and 10.3 - 10.6 set forth above before attempting to take the matter elsewhere.

## **10.8 Past Practice.**

The parties agree to recognize the standards as set forth in Elkouri and Elkouri, *How Arbitration Works*, in determining questions of past practice. Past practice shall not obviate or otherwise modify any specific provision of this Agreement.

## **Article 11. Discipline And Discharge**

### **11.1 Discipline and Discharge.**

The Employer will discipline Associates for just cause only. Discipline will normally be in the following form:

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

Provided, however, in the case of dishonesty, drunkenness on duty or one of the more serious violations of the Employer's rules, the discipline procedure - (a), (b) or (c), above - need not be followed.

### **11.2 Written Notices.**

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

### **11.3 Warning Notices - Cancellation.**

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.

#### **11.4 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 pending investigation” during which an investigation of the incident leading to the discharge will be conducted.

#### **11.5 Disciplinary Meetings.**

In the event a meeting is held for disciplinary purposes, the affected Associate shall have the right to have a Union Steward and/or Union Representative present.

#### **11.6 Right of Review.**

The Union shall have the right of review of any discharge of an Associate who has completed the probationary period by following the grievance procedure of this Agreement.

#### **11.7 Posting of Rules.**

All rules shall be conspicuously posted by time clocks or on bulletin boards. The Employer's rules shall not conflict with this Agreement.

#### **11.8 Personnel Files.**

The Employer shall, at reasonable times and at reasonable intervals, upon the request, permit an Associate to inspect such Associate’s personnel files on her/his own time.

### **Article 12. Leaves Of Absence And Compensated Time Off**

#### **12.1 Personal Leave.**

Any Associate desiring a leave of absence from the job because of extraordinary personal or family circumstances after exhaustion of PTO must first secure written permission from the Employer. Personal Leave shall not exceed thirty (30) calendar days and can only be taken once every twelve (12) months. Longer personal leave may be granted by the Employer in its discretion. The Employer shall not be expected to grant a leave of absence that will interfere with the Employer's operations. Leaves of absence shall be without pay. During a leave of absence, the Associate shall not engage in gainful employment unless the leave is the result of the Associate being hired for a position of full-time service with the Union. The Associate must report to work promptly after the leave has expired. Failure to comply with this Article shall result in the complete loss of seniority rights of the Associate involved. Seniority shall, but PTO or other benefits shall not, accrue or be provided during Personal Leave. An Associate must complete his/her probationary period in order to be eligible for consideration for a Personal Leave of Absence.

## **12.2 Leaves for Injury and Sickness.**

Any Associate, after exhaustion of PTO who completes her/his probationary period and becomes ill and presents 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 may be extended for successive thirty (30) day periods upon presentation of a physician's statement that the Associate's health or physical condition is such as to prevent her/him from performing the essential functions of the job for a maximum period of twelve (12) months within any twenty four (24) month period or length of seniority (whichever is shorter) from the first day of absence. Seniority shall, but PTO or other benefits shall not, accrue or be provided during the Medical Leave. This leave shall be taken concurrently with available FMLA leave. In the event the Associate requires an extension of leave, such request must be made prior to exhaustion of the approved leave period.

- (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. Prior to exhaustion of the approved leave, the Associate shall notify the Employer when she/he is ready to return to work and furnish the Employer a medical certificate from her/his physician that she/he is physically able to perform the essential duties of her/his job. The Employer, at its cost, may require a separate medical examination to determine the fitness of an Associate to perform the essential duties of his/her job prior to returning the Associate to work.

## **12.3 FMLA Leave.**

Eligible Associates may be entitled to up to twelve (12) unpaid work weeks of leave during any twelve (12) month period under the Family and Medical Leave Act of 1993 (FMLA). Associates must first use any earned PTO days as part of the twelve (12) week leave. Family and Medical Leave shall not be in addition to other leave time off under this Agreement and shall be taken concurrent with any other leave. Associates must apply, provide all required documentation, and qualify in order to receive Family and Medical Leave. Eligible Associates shall have their health benefits continued for the duration of their Family and Medical Leave under the conditions coverage would have been provided if they had continued employment during this period. If an Associate fails to return from their Family and Medical Leave, except for a continuation, reoccurrence or onset of a serious health condition, or something else beyond the Associate's control, the Employer may recover all of the health care coverage premiums paid during the Leave.

## **12.4 Maternity Leave.**

An Associate shall be granted a maternity leave of absence, without pay (other than PTO), under the same terms and conditions as are provided for leaves of absence for sickness under 12.2. of this Article to be taken concurrent with available FMLA leave.

## **12.5 Child Care Leave.**

Eligible Associates shall receive “Child Care Leave” in accordance with the Minnesota Parenting Leave Act. Such leave shall be taken concurrent with available leave under FMLA and Maternity Leave. An Associate 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. When possible the Associate shall notify the Employer of such intent three (3) months prior to the leave. Seniority shall accrue during such leave, but PTO or other benefits shall not accrue or be provided during “Child Care Leave.”

## **12.6 Return from Leave of Absence.**

Any Associate returning from an authorized leave as stated in this Agreement shall return to his/her previously held job classification and schedule (hours, days and room) provided that neither has been abolished and the Associate is qualified. In the event the schedule has been abolished and cannot be reestablished, the Associate may bump into any schedule commensurate with his/her accrued seniority. Return to previous schedule will only be guaranteed if the leave is less than ninety-one (91) days.

## **12.7 Military Leave.**

A regular Associate who enters the Armed Forces of the United States shall have the right to his/her former position as may be required by law.

## **12.8 Jury Duty.**

Any regular Associate, exclusive of probationary, on-call or extra Associates, required to serve on court jury (not grand jury), shall be given a leave of absence for the jury duty period and shall be paid the difference between his/her jury duty and the wages he/she otherwise would have earned during straight-time hours of available employment at his/her regular rate.

Provided, however, such jury duty shall be subject to the following conditions:

- (a) Available for Work and Notice. The Associate must be available for work on the regular workday immediately preceding and following jury duty; and must notify the Employer prior to jury service and at the end of each week of jury duty.
- (b) Jury Service of Half Day. Jury service of a half day or less requires the Associate to be immediately available for work for the rest of the day.
- (c) PTO and Jury Duty. Associates on jury duty leave may elect to take PTO on a holiday that occurs during jury service.
- (d) Evidence of Jury Duty Pay. Associates shall submit evidence of jury duty pay before pay adjustments will be authorized; provided, that allowance for travel time or other expenses shall not be considered jury duty pay in computing wages due Associates.

### **12.9 Bereavement Leave.**

All regular full and regular part time Associates, exclusive of probationary, on-call or extra Associates are eligible for bereavement pay and leave up to three (3) days for the purpose of attending the funeral or mourning service related to the death of an Associate's immediate family. The immediate family shall include the Associate's spouse, domestic partner, child, foster or step child, mother, father, brother, sister, mother-in-law or father-in-law, Grandparents and grandchildren. An Associate must also notify the Employer of the need for bereavement leave and, afterwards, of the facts of the bereavement leave. Such leave shall be paid at the tipped adjustment rate as defined in 13.10.

### **12.10 Union Business.**

- (a) The Employer agrees to grant the necessary time off without pay to any Associate delegated to attend a labor convention up to a maximum of seven (7) days for two (2) Associates at any one (1) time and two (2) Associates annually.
- (b) In the event that an Associate is elected to a position of full-time service with the Union, the Associate shall continue to accrue his/her seniority during the period of leave. Upon completion of service in the Union, the Associate shall be returned to his/her former job as provided in the Return from Leave section, provided the Associate notifies the Employer of such return within ninety (90) calendar days after completion of Union service.

### **12.11 Change of Immigration Status.**

- (a) Associates who have a change in immigration status who can present documented proof of their legitimate employment status will be reinstated to employment consistent with the leave provisions of the contract.
- (b) The Employer agrees to work with government agencies and the Union when such situations arise.

### **12.12 Coordinate with Applicable Laws.**

The Parties of this Agreement agree that the provisions of this entire Article 12 shall be administered so as not to conflict with applicable federal or state laws governing leaves of absence. Where applicable, leaves of absence granted under this Article may run concurrently with any applicable leave rights the Associate may have under the Family and Medical Leave Act. Where the provisions of this Agreement are more favorable to the Associate than those provided under law, the terms of this Agreement shall prevail.

**Article 13.  
Paid Time Off (PTO)**

**13.1 General.**

Paid Time Off (PTO) is a comprehensive time-off policy for eligible Associates to use for vacation, holidays, illness or injury and personal business. It combines traditional vacation, holidays and paid sick days into one flexible, paid time off policy. Associates are eligible to accrue and use PTO as described in this policy:

**13.2 Accrual.**

Associates begin to accrue PTO from their first date of employment and may begin using PTO when it is accrued.

PTO is accrued each pay period based on the hours worked as described in the PTO Earnings Schedule. Note that the "Total Accrual Per Year" figures in the table are based on a 40-hour work week.

**13.3 Maximum Balance.**

The maximum number of hours an Associate may carry as a balance is 200 hours and this cap applies throughout the year. When an Associate accumulates 200 hours they will stop accruing PTO. When the balance drops below 200 hours they will begin accruing again. The balance of Associates' PTO will be noted in their pay stub.

**13.4 Carryover.**

At the end of the calendar year, Associates may carry over a maximum of 200 hours of unused PTO to be used in the following calendar year. Any unused PTO in excess of 200 hours may not be carried over and will be forfeited, where permitted by law; Associates will not be paid for PTO that exceeds the cap.

**13.5 Accrual Schedule.**

<b>PTO EARNINGS SCHEDULE</b>		
<b>Employment</b>	<b>Hourly Accrual Rate (Per Hour Worked)</b>	<b>Total Accrual Per Year (based on a 40-hours Work Week)</b>
▪ 0 through 12 months (1 <sup>st</sup> year)	.06538	136 (17 eight-hour days)*
▪ 13 through 48 months (Post 1 year to 4th year)	.0846	176 (22 eight-hour days)*

▪ 49 months through 108 months (Post 4th year to 9th year)	.1038	216 (27 eight-hour days)*
▪ 109 months through 228 months (Post 9th year to 19 <sup>th</sup> Year)	.1230	256 (32 eight-hour days)*
▪ 229 months or more (Post 19 <sup>th</sup> Year)	.1500	312 (39 eight-hour days)*

*\* This represents the maximum potential hours earned and may vary if a Team Member's PTO balance reaches the maximum of 200 hours.*

### **13.6 Sick/Safe Time.**

Each year, an Associate may use up to 48 hours of PTO for any of the reasons articulated in, and in the matter required under, the Minneapolis Sick Leave Ordinance (“Sick and Safe PTO”). If the need for use of Sick and Safe PTO is foreseeable, the employee must provide at least seven days’ notice.

Requests for Non-Sick and Safe PTO are subject to approval by the Associate’s Supervisor/Manager and are based on seniority. All requests will be reviewed based on a number of factors, including business needs and staffing requirements, and will only be granted at the hotel’s discretion.

A Non-Sick and Safe PTO Request Form must be filled out by the Associate, signed by the Supervisor/Manager and turned into payroll in order for the Non-Sick and Safe PTO to be paid. PTO requests will be approved or denied within seven (7) days of the request being received.

### **13.7 Use and Scheduling.**

PTO can be used in minimum increments of 4 hours. PTO is paid at the Associate’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.

- A. Upon termination of employment, employees will be paid for unused PTO that has been accrued through the last day of work. However, in the event employment is terminated, or the employee fails to give at least one (1) week notice of resignation, forfeiture of accrued but unused PTO may result. No accrued PTO will be paid out if the employee terminates or resigns during the initial ninety (90) days of employment.
- B. Tipped Associates Holiday Pay Adjustment. In addition to their regular hourly rates, all qualifying tipped Associates working in the classifications of server, Banquet server, and Banquet captain, shall be compensated at a rate of \$15.00 and \$19.00 for Banquets Captain per hour for all PTO taken.
- C. 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.

- D. Scheduling PTO. To the extent business requirements permit, employee requests for a specific period in which to take PTO will be honored. 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 according to seniority. Employer and employee shall mutually agree upon the PTO time.
- E. The Employer reserves the right to schedule PTO so that it will not interfere with business operations, but each employee should be entitled to take PTO according to the policy set forth in this article. This section shall not be construed to reduce PTO benefits established by past practice.
- F. 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 14.  
Longevity Pay**

**14.1** Full time Associates shall receive, in addition to their regular hourly wage set forth in Appendix C, non-cumulative longevity pay, as follows:

At the beginning of 6 years of continuous full time service	\$0.05/hour
At the beginning of 11 years of continuous time service	\$0.10/hour
At the beginning of 16 years of continuous full time service	\$0.15/hour
At the beginning of 21 or more years of continuous full time service	\$0.20/hour

**Article 15.  
Banquet Department And Room Service**

**15.1 Banquet Definition.**

A banquet shall be deemed to be any reserved function with a pre-set menu and a fixed cost, including cocktail parties, supervised by the Catering Department.

**15.2 Banquet Staff Compensation.**

In addition to the wage rate set forth in the Schedule of Wages, Banquet Staff shall receive the Banquet service charge for the consumable food and beverage portion of each function they work as follows:

- (a) If a twenty percent (20%) service charge is required it shall be distributed with fourteen percent (14%) being divided among those Banquet Associates who work the function with thirteen and two tenths percent (13.2%) being divided among those who served the function and eight tenths percent (.8%) being distributed among the set-up persons who worked the function; and the remaining six percent

(6%) being the sole property of the Employer. Any service charge in excess of twenty percent (20%) shall be split as follows:

40% of the increased amount to House  
50% of the increased amount to Servers  
10% of the increased amount to Set-Up.

### **15.3 Banquet Scheduling and Compensation.**

The Employer agrees not to change its current methods of scheduling and compensating Banquet Associate, i.e., the following, without first entering into discussions with the Union:

- (a) Compensation - The Banquet service charge shall be pooled and divided on a daily basis. Each server and captain shall receive an equal portion of the service charge based on the total number of hours worked during the day. The total service charge will be divided by the daily hours worked of all banquet servers and captains. Banquet set-up service charge shall be pooled daily on the same basis.
- (b) Extra - The Employer shall maintain an extra banquet server list which shall contain all banquet servers who work on an on-call basis.
- (c) Call in Order - All regular banquet servers shall be offered work before any extra or on-call server is offered work. Associates will be granted banquet shifts in the order that the Banquet Servers respond to the open shift and using the designated call-in number. Work shall be divided as equally as is practical among the regular Banquet Staff.
- (d) Functions Cancelled - Any functions cancelled by the Employer shall not count as a function worked. Banquet servers will be rescheduled according to (c) above.
- (e) Rejected Hours - If a Banquet Server voluntarily chooses not to work a scheduled function, the function will be counted as having been worked in terms of the equal division of all functions among regular banquet servers.
- (f) Notice - A regular banquet server called in to work with less than twelve (12) hours' notice shall not be required to work.
- (g) In the event there are insufficient Banquet Servers to work a function and non-bargaining unit pool people are utilized, the service charge will be divided among all persons working the function, and the non-bargaining unit persons share shall be the sole property of the Employer.

#### **15.4 Full Function.**

Where clean-up is delayed until the conclusion of speeches, a program, dancing, or for any reason, only the number of Banquet staff sufficient to do the clean-up need be retained, and those that do not remain shall, nevertheless, share in the compensation.

#### **15.5 Regular Banquet Staff.**

The Employer shall maintain a list which shall contain all regular Banquet Staff who work on a full-time call basis. The seniority list of all such regular banquet servers shall be posted every three (3) months and, upon request by the Union, shall provide an updated list of all regular banquet servers to the Union.

#### **15.6 Employer Records.**

The Employer shall maintain complete records on all banquets and functions and the amount of service charge or gratuities deposited with the Employer for the Banquet staff along with the actual amount or method of distribution submitted to the Banquet staff. The Banquet Associate or Union representative shall be permitted to inspect the banquet compensation records during usual office business hours.

#### **15.7 Service Charge on Guaranteed Meals.**

Service Charges shall be paid on the guaranteed number of meals paid by the guest. On banquet functions where the Employer has comped meals or reduced the bill for reasons unrelated to the server(s), the server(s) shall not suffer a reduction in service charges.

#### **15.8 Corkage Fees.**

If a service charge is assessed on beer, wine or liquor brought in by a guest, the serving person(s) shall receive their appropriate percentage of the full service charge.

#### **15.9 Replacements.**

Any Banquet server seeking to waive a function must secure his/her replacement who must be approved in advance. Waived shifts or functions shall not be regarded as hours worked.

#### **15.10 Banquet Bartending.**

The Employer's current practice of giving scheduled preference on Banquet bars first to regular Bartenders shall not be changed without first notifying the Union. It is understood that individuals must be both qualified as well as available to perform such work.

### **15.11 Room Service Server.**

A service charge of twenty percent (20%) shall be paid to Room Service Server plus One Dollar (\$1.00) delivery fee.

### **15.12 Discounted or Donated Product.**

The Banquet Staff, including Banquet Bartenders, working a Sales and Promotion function, a hotel sponsored discounted function, or a function that brings in their own food or donated product shall receive the normal service charge based on retail price. Retail price shall be the banquet menu price of the item(s) or comparable menu item. A “corkage fee” based on the price of a bottle of the house wine will be paid for the serving of donated liquor.

## **Article 16. Housekeeping Department**

**16.1 Room Limits.** Housekeeping employees shall not normally be required to clean more than fifteen (15) rooms with a maximum of fourteen (14) checkouts per eight (8) hour shift. Employees cleaning more than fifteen (15) rooms within an eight (8) hour shift shall be paid \$6.00 per room.

\*For purposes of this Agreement, one (1) suite will equal 1.5 rooms.

### **16.2 Multiple Floors.**

The Employer shall utilize its best efforts to assign housekeeping employees to as few floors as possible. Room Attendants assigned to more than three (3) floors during a shift shall have their total number of assigned rooms reduced by one (1) room and six (6) or more floors reduced by two (2) rooms.

On any day when the Hotel occupancy is below 50%, the standards above will be modified so that room attendants assigned to more than four (4) but fewer than eight (8) floors during a shift shall have their total number of assigned rooms reduced by one (1) room and room attendants assigned to eight (8) or more floors during a shift shall have their total number of assigned rooms reduced by two (2) rooms.

### **16.3 Extra Beds.**

Room Attendants who are required to make up a cot for stay overs shall be paid two dollars (\$2.00).

### **16.4 Assistance.**

A housekeeping Associate may request assistance when the nature of the work to be performed is quite difficult or hard to perform.

**16.5 Night Differential.**

Associates in the housekeeping department shall receive an additional \$0.25 per hour premium for all work performed on the night shift (11:00 p.m. - 7:00 a.m.).

**16.6 Vomit/Defecation Pay.**

Any Associate required to clean vomit or defecation will be paid an additional Fifteen Dollars (\$15.00) for such duty but does not apply to minimum spots but could apply more than once if there are multiple substantial locations within the room after inspection and approval by the Employer. Such work and authorization of pay will be subject to the approval of the Executive Housekeeper.

**16.7 Scheduling of House Person.**

One (1) House Person will normally be scheduled for every seventy (70) rooms to be cleaned.

**Article 17.  
State And Federal Law**

**17.1 Recognition of Applicable Laws.**

Nothing contained in this Agreement shall be deemed or construed to require, directly or indirectly, the Employer to do anything inconsistent with the laws or regulations of any competent governmental agency (City of Minneapolis, State of Minnesota or Federal) having jurisdiction over the Employer's hotel. The Union and the Employer agree that neither will compel, force or cause, directly or indirectly, the other respective Party to do anything inconsistent with any applicable laws. Minimum hourly rates will be adjusted to recognize any Minnesota tip credit.

**17.2 Class B License.**

All bellpersons hired after March 1, 2004 shall possess a valid Minnesota Class B commercial driver's license within two (2) months of hire. This period may be extended for cause by the Employer.

**17.3 Equal Opportunity.**

The Union and Employer agree that there shall be no discrimination by either Party which violates any of the City of Minneapolis, State of Minnesota or Federal laws, ordinances or regulations on Equal Opportunity Law.

**Article 18.**  
**Medical Examinations**

**18.1** The Employer may require and pay for physical and medical examinations of Associates for job related reasons, and may lay off or release Associates unable to satisfactorily pass such examinations. The Union may require the Employer to furnish a physician's certificate with respect to Associates terminated for medical reasons. Furthermore, the Union may pay for and proceed with an independent medical examination of such Associates.

**Article 19.**  
**Drug/Alcohol Testing**

The Employer may require any Associate to undergo drug or alcohol testing in accordance with its drug and alcohol testing policy.

**Article 20.**  
**Health, Life, Disability And Dental Insurance**

**20.1 Employer Contributions.**

The Employer agrees to pay not later than the twentieth (20th) day of the month following the work month to the Local 17 Hospitality Benefit Fund (“the Fund”), in order to provide the benefits listed in Appendix B, the monthly contribution established by the Trustees of the Fund, on behalf of all Team Members working seventy five (75) hours or more per month for health, dental, disability and life insurance benefits and who have completed a minimum of ninety (90) days of service with the Employer.

Associates have the option to reject the above-listed insurance benefits. The Employer shall provide to each new (and returning) Associate a selection card on which the Associate shall opt in or out of the Plan. Associates from whom the Fund does not receive a selection card will be considered as having opted **INTO THE PLAN** and the Employer agrees to submit contributions to the Fund for their covered employment.

In order that the Fund may make a determination on eligibility, the Employer agrees to provide the Fund with all hours paid on all Associates from first hour worked. The Trustees of the Fund have authority to establish and adjust the contribution rate required by participating Employers in order to maintain the reserves necessary to assure the Fund’s viability. The Employer shall pay eighty percent (80%) of any monthly increase.

**20.2 Employee Contributions.**

In addition to the Employer contributions to the Fund, all eligible Associates (see section 21.3 below) must pay Fifty-Four Dollars and 92/100 (\$54.92) plus twenty percent (20%) of subsequent increases per month towards the cost of the plan. Associates covered under the Plan shall be responsible for their proportional share of any increase in contribution levels imposed by the Trustees during this Agreement.

- (a) Employee Deductions - The Employer agrees to deduct the appropriate amount from the paycheck of any Associate who authorizes such deduction in writing to provide payment to the Fund for the Associate's contribution under Section 21.2.
- (b) Self-Pay - All eligible employees, as determined by Section 21.3 below, who fall below the required hours for Health and Welfare coverage or who terminate their employment shall be permitted to self-pay for up to eighteen (18) months according to standards and procedures determined by the Fund Trustees and the Comprehensive Omnibus Budget Reconciliation Act of 1986 (COBRA). The Employer agrees to deduct the necessary amount from the paycheck of the Associates who work short hours and who authorize such deduction.

### **20.3 Eligibility.**

Associates are eligible for benefits on the first of the month following the completion of ninety (90) days of employment and in which the Associate was paid for a minimum of seventy five (75) hours in each month. Coverage shall be effective on the first of the month following the month in which the contribution was received on behalf of the Associate by the Fund. Eligibility is maintained by working seventy-five (75) hours per month or more, thereafter, on a rolling three (3) month average.

Employees who opt out of the Plan may not participate in the Plan until the next open enrollment period (October 1 to October 31) of each year or who qualify as described below. The Fund Trustees are authorized to adjust benefit levels and/or eligibility rules. Questions regarding eligibility requirements should be directed to the Fund Administrator at (952) 854-0795.

Note: Associates who have opted out of the Plan may enroll in the Plan outside of their qualifying enrollment period or open enrollment only if they qualify under “significant life altering circumstances” as defined in the Summary Plan Description and provide proper documentation to the Fund of such triggering event eligibility.

### **20.4 PTO Hours Towards Eligibility.**

PTO periods or other time off for which payment is actually made to the Associate are considered as “hours worked” for the purpose of Employer contributions, Associate contributions, and eligibility to participate in the Fund.

### **20.5 Family Medical Leave.**

If an Associate takes a leave that qualifies under the Family Medical Leave Act (FMLA) or Minnesota statutory version of the FMLA, then the Employer agrees to continue to submit contributions (premiums) to the Fund on behalf of the Associate during the qualified leave period. The Associate is required to submit their portion of the contribution (premium) payment to the Employer.

## **20.6 Trustees.**

The Local 17 Hospitality Benefit Fund shall be under the authority and supervision of six (6) Trustees, three (3) Trustees to be selected by the Employers and three (3) to be selected by the Union; said Trustees to function under the authority of the Agreement and Declaration of Trust as of October 24, 1952, as revised and amended.

## **20.7 Collection of Delinquent Contributions.**

- (a) The provisions of the Declaration of Trust of the Local 17 Hospitality Benefit Fund, as amended, are expressly incorporated herein and the Employer signatory to this agreement agree to be bound by the provisions of said Trust Agreement. The Employer further agrees to all of the rules and regulations heretofore and hereafter adopted by the trustees of said Trust Fund pursuant to said Trust Agreement and all of the actions of the trustees in administering such trust in accordance with the Trust Agreement and rules adopted.
- (b) In the event that an Employer fails or refuses to submit the contributions required by the Article, the Trust Fund may bring an action in the U.S. District Court seeking legal and/or equitable relief. In any such action, the Trust Fund shall be entitled to recover from the Employer the following:

The principal amount of the Employer's delinquency Interest from the date when payment was first due until such time as payment is made at the prime rate of interest stated in 26 U.S.C. §6621 (Internal Revenue Code);

Liquidated damages based on the unpaid contributions only (exclusive of interest) in the amount of 10% in accordance with the Employee Retirement Income Security Act, 29 U.S.C. §1132(g)(2)(c);

The Trust Fund's attorney fees and costs associated with collecting the contributions;

Such other legal or equitable relief as the court deems appropriate.

- (c) In bringing an action to collect contributions required by this Article, the Trust Fund is not obligated to exhaust any contractual remedies set forth in the Grievance and Arbitration Articles of this Agreement.
- (d) The Employer agrees that the Trust Fund is authorized to examine the payroll and such other pertinent records of the Employer as the trustees deem necessary. In conducting such an examination, the Trust Fund is authorized to review the payroll and other pertinent records of all Team Members and not merely those of union members.

- (e) If any Associate's entitlement to the benefits provided by the Trust Fund is suspended by virtue of a signatory Employer's failure to pay the contributions required by this Article, the Employer agrees to be directly liable to the Associate for the benefits to which the Associate would otherwise have been entitled.

**Article 21.**  
**Deferred Contribution Plan (401k)**

**21.1** The Employer shall have available a 401K Plan for full time Associates having at least three (3) months of service by the next entry date. Enrollment will be quarterly for eligible Associates. The Employer shall match up to fifty percent (50%) of salary deferrals up the first seven percent (7%) of employee contributions. Associates must be actively employed at the time the Employer contribution is made in order to receive the contribution. Further details of the Plan will be determined by the Employer. A copy of the 401 K Summary Plan Description shall be provided to the Union.

**Article 22.**  
**Successors And Assigns**

The Employer and the Union agree to abide by all Federal and State Labor Laws with respect to successorship.

**Article 23.**  
**Savings Clause**

If any Sections of this Agreement should be held invalid by operation of Law or by any tribunal of competent jurisdiction; or if compliance with or enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, the remaining provisions of this Agreement shall not be affected hereby but shall continue in full force and effect. Provided, furthermore, the Union and the Employer agree to meet and confer within two (2) weeks of any ruling invalidating any Article, Section or portion of this Agreement to negotiate a lawful provision on the same subject if practicable.

**Article 24.**  
**Term of Agreement**

This Agreement shall be in effect for a period of three (3) years, commencing on March 1, 2017, and shall continue to and include the 29<sup>th</sup> day of February, 2020, and shall automatically renew from year to year thereafter 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 THEREOF, the Employer and the Union hereby execute, sign and attest to this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**HEARTLAND SEVEN CORNERS  
HOTEL, LLC DBA: COURTYARD  
MINNEAPOLIS DOWNTOWN**

**UNITE HERE LOCAL #17, AFL-CIO**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**  
**SENIORITY CLASSIFICATIONS**

1. Bell Captain
2. Bellstand
3. Room Cleaner
4. Public Space Cleaner
5. Laundry
6. Steward
7. Bartender
8. Barback
9. Cocktail Server
10. Cooks I, II, III
11. Pantry
12. Ala Carte Server
13. Ala Carte Busperson
14. Banquet Server
15. Banquet Captain
16. Banquet Set-up
17. Lead Banquet Set-Up
18. Room Service Captain
19. Room Service Server

**APPENDIX B**  
**HEALTH, LIFE, DISABILITY AND DENTAL INSURANCE**

Below you will find an explanation of the current benefits provided by the Board of Trustees effective January 1, 2017, but subject to change by Trustee action during the term of this Agreement.

Health Benefits - For those who elect coverage, medical care and vision care is currently provided for by Health Partners. Prescription drugs are being provided by Prime Therapeutics. The Board of Trustees reserves the right to change or discontinue service with the preferred provider organizations.

Dental - Dental care is provided through an insurance contract with Delta Dental of Minnesota.

Weekly Disability Pay - For those who elect coverage, a weekly disability benefit will be provided for up to 13 weeks.

Life Insurance Benefits - A Group Life plus an additional Accidental Death and Dismemberment Policy is provided for those who elect coverage.

Dependent Reimbursement - For those who elect coverage, a monthly dependent reimbursement will be provided by the Fund.

A description of your benefits is found in a separate document called the Summary Plan Description. The Summary Plan Description is available through the Plan's Administrator at the following address:

Local 17 Hospitality Benefit Fund  
Wilson McShane  
3001 Metro Drive  
Minneapolis, Minnesota 55425  
  
(952) 854-0795

**EMPLOYEES REJECTING COVERAGE WILL HAVE NO COVERAGE**

## **MISCELLANEOUS**

Employer's obligation is limited to the contribution of premiums. The Employer is not a guarantor of benefits. The designated health care provider shall provide all benefits and administer the plan.

**WAGE APPENDIX C**  
**MINIMUM RATES<sup>1</sup>**

Classification	3/1/2017	3/1/2018	3/1/2019
Cook I			
Start	17.89	18.43	19.08
12 Months	19.09	19.66	20.35
24 Months	19.88	20.48	21.20
36 Months	20.45	21.06	21.80
Cook II			
Start	16.66	17.16	17.76
12 Months	17.91	18.45	19.10
24 Months	18.29	18.84	19.50
36 Months	18.83	19.39	20.07
Cook III			
Start	15.44	15.90	16.46
12 Months	16.66	17.16	17.76
24 Months	16.94	17.45	18.06
36 Months	17.50	18.03	18.66
Steward			
Start	11.32	11.72	12.13
12 Months	11.92	12.34	12.77
24 Months	12.52	12.96	13.41
36 Months	13.12	13.58	14.05
48 Months			15.00
Bartender			
Start	12.57	12.57	12.57
12 Months	13.72	13.72	13.72
24 Months	14.79	14.79	14.79
36 Months	15.22	15.22	15.22
Banquet Set-up	11.76	12.11	12.53
Start	12.54	12.92	13.37
12 Months	13.03	13.42	13.89
24 Months	13.41	13.81	14.29
36 Months			
Lead Banquet Set-Up			
Start	12.16	12.52	12.96

<sup>1</sup> See Article 1 – Longevity Pay

12 Months	13.00	13.39	13.86
24 Months	13.41	13.81	14.29
36 Months	13.68	14.09	14.58
Housekeeping			
Start	12.36	12.80	13.25
12 Months	13.06	13.52	13.99
24 Months	13.66	14.14	14.63
36 Months	14.36	14.86	15.38
48 Months			16.08
Bistro Attendants	12.00	12.25	12.50

Lead Positions

All lead positions will be Union positions. Lead positions will receive twenty-five cents (\$.25) per hour additional pay.

During the term of this Agreement, should a lawful state or federal minimum wage regulation provide for a greater minimum cash wage rate than those shown in the wage scale, the Employer agrees to abide by such lawful regulations.

Any classification that was part of the Master Agreement and is not now in service, if returned to service, will still be part of the bargaining unit.

\*Overtime - Non-tipped who are being paid over the above existing rates for their respective classifications shall receive the following wage increases over and above their current hourly rate:

Cooks, Bus Persons, Banquet Set Up

March 1, 2017	3.0%
March 1, 2018	3.0%
March 1, 2019	3.5%

Banquet Captain

\$3.00 over minimum wage

Percentages shall be paid on classification rates, except that Associates currently receiving more than the classification shall receive the percentage increase on their current rate.

**Heartland Seven Corners Hotel, LLC  
DBA: Courtyard Minneapolis Downtown  
and  
Unite HERE Local 17 AFL-CIO**

**May 2017  
LETTER OF UNDERSTANDING**

During the course of negotiations for a new Collective Bargaining Agreement for 2017-2020, the parties agreed to move the following provisions of the predecessor agreement to this Letter of Understanding. The parties agree that the following provisions shall be and remain effective until the date on which the provisions of Article 13 in the 2017-20 Agreement (PTO) become operable.

**12.13 Paid Sick Days.**

All Associates hired before March 1, 2004 who work one hundred twenty (120) hours per calendar month shall accrue one-half (½) day of sick leave with pay for each month, to a maximum of six (6) days per year. Associates hired after March 1, 2004 who work one hundred (120) hours per calendar month shall accrue one-quarter (1/4) day of sick leave with pay for each month, to a maximum of three (3) days per year. Such accumulated paid sick days shall be carried forward to the following year. Up to twelve (12) days may be accumulated. Upon completion of twelve (12) months of continuous service, each Associate will be eligible to use such accumulated paid sick leave days for personal illness, disability or illness in the immediate family of significant other, child, mother or father.

Sick days accumulated in excess of twelve (12) at the end of the calendar year shall be paid at the rate of fifty (50%) percent of the Associate's hourly rate during January. If an Associate uses sick days for other than reasons provided above, such is subject to a three (3) day suspension for the first offense and termination for any second offense. Sick days shall not be used in computation of termination pay.

**Article 13.  
Holidays**

**13.1 Holidays Observed.**

(a) The following shall be observed as paid holidays for Associates:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Personal Holiday (See Section 13.11)	

**13.2 Holidays Not Worked.**

All eligible full-time Associates shall receive holiday pay for the above listed holidays. Provided, however, eligible Associates designated in Section 14.3 shall be paid in addition to their regular hourly rate the following sums for Thanksgiving Day and Christmas Day as Holiday pay:

March 1, 2013	\$6.25
March 1, 2014	\$6.50
March 1, 2015	\$6.50
March 1, 2016	\$6.50

**13.3 Holidays Worked.**

All eligible Associates (including part time) who work on a holiday shall be paid straight time for the number of hours regularly scheduled, plus straight-time for the number of hours actually worked on the holiday as holiday pay. However, if the holiday hours worked exceed the number of hours regularly scheduled, the excess hours shall be paid at one and one-half (1½) times the Associate’s contract rate of pay.

**13.4 Full Time Holiday Pay Calculation.**

Regular full time Associates’ Holiday pay shall be calculated by totaling previous yearly hours as of January 1 of each year and dividing by fifty-two (52) weeks then dividing by five (5) workdays.

**13.5 Eligibility.**

To receive pay for the holiday, the Associate must have worked their scheduled workday immediately preceding and their scheduled workday immediately following the day on which the holiday is observed, unless the absence is caused by illness, and just cause has been presented that she/he was unable to work on that day. Associates shall be eligible for holiday pay after one (1) year of continuous full-time employment.

**13.6 Preference for Holidays.**

Work on holidays shall be on a seniority basis as provided in Article 9.5(d).

**13.7 Disqualification.**

Associates shall not be eligible for holiday pay if:

- (a) The Associate is on layoff consisting of a minimum of five (5) days (including the holiday), on leave of absence, in military service or on suspension, except eligible full-time Associates with over one (1) year of service who are laid off. (Refer to Article 13.10).

- (b) The Associate has been absent for a period of thirty (30) consecutive days prior to said holiday.
- (c) The Associate fails or refuses to work on said holiday if scheduled to do so, except in the case of a bona fide illness, and just cause for such absence has been presented to the Employer.

### **13.8 Holiday During Vacation Period.**

Where an Associate is entitled to a paid holiday, as provided above, and the holiday falls within the Associate's vacation period, such Associate shall be allowed an additional day of vacation with pay or holiday pay, at the option of the Associate.

### **13.9 Computation of Overtime.**

Eligible Associates required to work on any of the recognized holidays shall receive straight-time pay for the actual hours worked on such holidays in addition to the holiday pay. Holiday pay shall not be considered hours worked for computation of weekly overtime pay. Associates shall not be rescheduled to defeat the purpose of Holiday pay except by mutual agreement between the Employer and Associate.

### **13.10 No Disqualification.**

An Associate shall not be disqualified for Holiday pay if failure to work on the days immediately preceding the holiday or the workday immediately following the holiday 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 Associate's immediately family; within the meaning of Section 12.8 Funeral Pay.
- (c) Illness or accident which occurs during work on either of such days and prevents the Associate from continuing work.
- (d) Jury duty which requires the absence of the Associate.
- (e) Emergency conditions occurring on the workday immediately preceding the holiday or the workday immediately following the holiday over which the Associate has no control and which, despite her/his exercise of diligent effort, prevents her/him from working all or part of such days.
- (f) Mutual agreement, in writing, between the Employer and Associate.

**13.11 Layoff of Eligible Full-Time Associates.**

As an exception to 13.7 above, an eligible, full-time Associates with one (1) year or more of continuous employment with the Employer who is laid off during a period of six (6) days immediately preceding a recognized holiday or six (6) days immediately following a recognized holiday shall not suffer a loss in holiday pay to which she/he is otherwise entitled.

**13.12 Personal Holidays.**

Each full-time Associate who has completed twelve (12) months of continuous service shall be granted one (1) paid Personal Holiday per anniversary year which may be the Associate's birthday. Effective January 1, 2013, one (1) additional paid Personal Holiday shall be granted for each full-time Associate who has completed five (5) years of service to be earned on anniversary date. The Personal Holiday will be granted with the approval of Human Resources, and the Associate must request this Personal Holiday off at least two (2) weeks in advance of the desired day off in order to be eligible. All Associates shall be paid eight (8) hours at his/her straight hourly rate for this Personal Holiday

**Article 14  
Vacations**

**14.1 Amount of Vacation.**

- (a) All regular full-time and regular part-time Associates who have at least one (1) full year of seniority shall be entitled to a paid vacation on the following basis, except terminated Associates who have worked six (6) months or more as noted in 14.6.

Continuous Service	Vacation Paid
One (1) year but less than two (2) years	One (1) week
Two (2) years but less than five (5) years	Two (2) weeks
Five (5) years but less than ten (10) years	Three (3) weeks
Ten (10) years but less than twenty (20) years	Four (4) weeks
Twenty (20) years or more	Five (5) weeks

Provided, however, employees hired after April 27, 2012 shall receive a maximum of four (4) weeks' vacation after fifteen (15) years of continued service.

- (b) Temporary layoffs or leaves of absence during the year shall not interrupt the continuity of seniority for the purpose of determining the amount of vacation for which an Associate is eligible.
- (c) Associates shall be entitled to receive their vacation pay before they leave for vacation provided they have made a request in writing to the Human Resources Department at least two (2) weeks prior to leaving for vacation.

#### 14.2 **Vacation Pay.**

Associates shall be entitled to vacation benefits at straight-time rates of pay on the same basis that their work is performed. Thus, Associates working either full-time or short shifts shall be paid vacation pay based on the number of months worked in accrual year. The following shall be the method of computing vacation pay:

- (a) Number of months in the accrual year times 1/12 times the number of weekly average hours.
- (b) After two (2) full accrual years, two (2) times the number of weekly average hours.
- (c) After five (5) full accrual years, three (3) times the number of weekly average hours.
- (d) After ten (10) full accrual years, four (4) times the number of weekly average hours.
- (e) After twenty (20) full accrual years, five (5) times the number of weekly average hours.

#### 14.3 **Tipped Associate Paid Time Off Rates.**

In addition to their regular hourly rates, tipped Associates working in the classifications of bellperson, bell captain, cocktail server, server, regular banquet server, banquet captain, room service server, and room service captain shall be compensated as follows when taking vacation or, effective July 1, 2017, when taking PTO or Paid Bereavement Leave:

Banquet Captains: \$19.00/hour  
All Other Tipped: \$15.00/hour

#### 14.4 **Scheduling Vacation Periods.**

To the extent business requirements permit, Associate requests for a specific period in which to take vacations will be honored. Furthermore, the most senior Associates shall have preference as to the time they take their vacation so far as the efficient operation of the business will permit. Where more than one (1) associate in a job classification desire their vacations at the same time, vacation periods will be assigned according to seniority. The Employer and the Associate may mutually agree upon time of vacation period.

The Employer reserves the right to schedule vacations so that they will not interfere with business operations, but each Associate should be entitled to take her/his vacation not later than twelve (12) months after she/he has qualified for it. Vacations are not cumulative and must be taken within the vacation period established by the Employer. Provided,

however, an Associate may carry over a total of two (2) weeks of vacation from one (1) year to the next but at no time may an Associate have more than two (2) weeks of vacation “carry over”. All vacations are scheduled with Management approval.

**14.5 No Work During 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 Associate.

**14.6 Terminated Associates.**

Associates who are discharged or who terminate their employment shall be entitled to pro-rated vacation pay earned and computed in accordance with 14.2 above; provided, however, Associates voluntarily terminating employment must first notify the Employer one (1) week prior to such termination in order to be eligible to receive such pro-rated vacation pay. This section shall not apply if an Associate is discharged for dishonesty, fighting, violation of the Substance Abuse Drug Testing Policy, or gross misconduct.

**14.7 Terminated Associates - Six Months to One (1) Year.**

All Associates whose employment relationship with the Employer is terminated and who have been employed continuously for a period of six (6) months or longer during any twelve (12) month period in which vacations are earned shall be paid vacation benefits on the basis of two (2) days for the first six (6) months of such employment and one-half (½) day for each additional month of such employment up to the maximum vacation allowance provided for in the foregoing. This section shall not apply if an Associate is discharged for dishonesty or gross misconduct.

**HEARTLAND SEVEN CORNERS  
HOTEL, LLC DBA: COURTYARD  
MINNEAPOLIS DOWNTOWN**

**UNITE HERE LOCAL #17, AFL-CIO**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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