

COLLECTIVE BARGAINING AGREEMENT

between

CROWNE PLAZA MINNEAPOLIS AIRPORT WEST

and

UNITE HERE LOCAL #17 AFL-CIO

May 1, 2010 through April 30, 2018

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, effective this 1st day of May, 2010, between the UNITE HERE Local 17 AFL-CIO, hereinafter referred to as the "Union", and the **Crowne Plaza Minneapolis Airport West**, hereinafter referred to as the "Hotel", "Company" or "Management".

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 employees; to provide sound working conditions for the employees; to secure a prompt and fair disposition of grievances; to eliminate all interruptions of work and the interference with the efficient operation of the Employer's Hotel; to obtain maximum efficiency in the Hotel; to assure excellent customer relations and service; and to set forth the Agreement covering rates of pay, hours of work and conditions of employment to be observed by the Parties during the life of this Agreement.

1.2. Coverage. For the purpose of this Agreement, the term "employees" 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, sales and catering department, clerical employees, hostesses/hosts, telephone operators, professional employees, and all guards and supervisors as defined by Federal Statutory Labor Law, except as otherwise based upon past practice and custom. The listing of a classification in the Schedule of Wages does not require the Employer to employ any employee in that classification.

1.3. Respect and Dignity. Local 17 and the Employer recognize that workers in the hospitality industry are professional employees deserving of the highest regard. The Union, the Employer, the 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 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 Employees. Employees 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 employees 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 employees 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 employees in connection with their work assignments.

2.4 Most Favored Nations. The Union agrees that if after the date of ratification of this Agreement, it enters into a renewal agreement with any other hotel employer in the City of Minneapolis and surrounding area, excluding St. Paul, who operates the same type of establishment as an Employer-Party to this Agreement, and if the Employer-Party to this Agreement believes that said renewal agreement is more favorable in its provisions than the provisions of this Agreement, then the Employer-Party to this Agreement shall be entitled to have the full provisions of said renewal agreement in its entirety upon providing written notice to the Union that said Employer-Party to this Agreement wishes to exercise this option. The Union agrees to notify the Employer's representative of any negotiated renewal agreements and furnish copies thereof upon request.

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 employees covered by this Agreement. The Employer agrees not to enter into any agreements or contracts with its employees, 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 for each Hotel.

3.2 Union Shop. 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 (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 employees 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 employee. 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 Tip Check-Off – The Employer agrees to honor political contribution deduction authorization from employees in the following form:

I hereby authorize my Employer to deduct from my pay the sum of \$_____ per pay period and to forward that amount as my voluntary contribution to the UNITE HERE TIP International 275 7th Avenue, NY, NY. My decision to participate in the UNITE HERE TIP FUND is a voluntary one and I understand that I am under no compulsion to contribute to it, since such contributions are neither a condition of my continued employment or of membership in the Union. I also understand that this authorization may be revoked by me at any time and that it is automatically revoked upon termination of my employment.

The political contribution deduction shall be made once each month during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the UNITE HERE INTERNATIONAL, 275 7th Avenue, NY, NY accompanied by a form stating the name and Social Security number of each employee for whom a deduction has been made, and the amount deducted.

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

3.5 Indemnification. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that shall be taken by the Employer for purposes of complying with the foregoing provisions of this Article 3 or in reliance of any authorization or list which shall be furnished to the Employer by the Union under any of such provisions.

3.6 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 employees, 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 employees.

3.7 Union Buttons. All employees shall be permitted to wear their official Union button and/or official steward button, which identifies affiliation with the Union, provided the button size is no larger than the present button which is no longer than one and one-half (1½) inch in diameter.

3.8 Union Stewards.

- (a) 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 Chief Steward/Steward(s) to handle such Union business at the Company where he/she is employed, as may from time to time be delegated to him/her by the Union. The name of such Chief Steward/Steward(s) shall be reported to the Employer. The Union shall designate the areas for which the Chief Steward/Steward(s) is responsible. Union Chief Steward/Steward(s) employed by the Employer shall be required to fulfill their obligations to the Employer and the Employer's guests and to perform their job duties as any other employee covered by the Agreement. Shop Stewards shall not interrupt employees while working.
- (b) Union Stewards shall report to the Employer and to the Union violations of this Agreement and shall be entitled to assist in the handling of grievances during mutually agreeable times. Time spent by Stewards in grievance meetings under Section 10.1 during their regular work shift will be considered hours worked. Stewards shall not, however, interfere with the management of the business or direct the work of any employees regardless of whether they believe a grievance exists. Only the General Manager or his/her designee and the Union's principal officer shall have the authority to alter or modify any terms or provisions of this Agreement. Such changes shall be in writing and signed by both parties.

3.9 Union Visitation. Union representatives and officers shall be privileged to visit the premises of the Employer, generally non working areas, but, in any event, not guestrooms, 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 employees while working.

3.10 Mailbox. A suitable locked mailbox will be provided by the Union as a receptacle for messages to the Chief Steward/Steward(s), at a location to be designated by the Employer.

3.11 Voter Registration. The Employer and the Union will provide employees with the opportunity to register to vote in the employee cafeteria.

3.12 Copies of Agreement. The Employer agrees to provide a copy of the collective bargaining agreement to all new hires along with the Employer's Handbook and/or rules. The Union will continue to provide copies of the collective bargaining agreement to the Employers consistent with past practice.

ARTICLE 4
MANAGEMENT RIGHTS

4.1 Rights of Management. 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 and longstanding custom and past practice. Such management rights and responsibilities shall include, but not be limited to, the following: the right to select the employees 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 employees for just cause; to maintain efficiency of employees; to determine assignments of work; to discontinue all or any part of its business operations; to expand, reduce, alter, combine or transfer, assign, or cease any job, department or operation for business purposes; to introduce new, different or improved methods and procedures in its operations, and to otherwise generally manage 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 employee in any such practices is 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 Unauthorized Action. 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 promptly order its members to return to work, notwithstanding the existence of a picket line, if requested to do so by the Employer.
- (c) The Union shall not question the unqualified right of the Employer to discipline or discharge employees engaging 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. Only the fact as to whether or not an employee is engaged in a violation of this Article may be subject to the grievance and arbitration provisions of this Agreement, and the Arbitrator shall have no authority to alter the discipline issued by the Employer.

5.3 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 established by prior agreements and by past practice. Direct cost item fringe benefits are defined as meals, uniforms, holidays, vacations, parking and insured or funded fringe benefits.

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 employee from receiving a higher wage.

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 employee 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 Employees. Regular full-time payroll employees are employees 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, employees shall not have unauthorized deductions made from their checks for such business costs as walkouts, bad checks, incorrect credit card stamps, addition errors, overpouring, cash register shortages or breakages.

6.7 Gratuities.

- (a) All gratuities shall be the sole property of the serving person or persons. The Employer shall not require employees to divide tips nor shall an employee 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) Employees shall reimburse the Employer tips paid on returned credit card charges provided proof of guest's failure to pay Employer is shown to the employee.
- (d) Where a gratuity is not included in a "special package" price, the voucher for food or beverage will state that "a gratuity is not included".

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 Section 10.3.

ARTICLE 7

MEALS, UNIFORMS AND EMPLOYEE AREAS

7.1 Meals.

- (a) The Employer shall continue to provide employees meals free of charge consistent with past practice and only while on duty or as otherwise provided.
- (b) Meal periods shall be an uninterrupted one-half (1/2) hour for which the employee is not to be compensated. If employees are required to work any portion of the meal period, they shall receive the regular hourly rate for the entire meal period. Employees are responsible for clocking in and out at the beginning and end of each thirty (30) minute meal period. There will be no automatic deductions of the one-half (1/2) hour. No present employee 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.
- (c) The Employer shall provide meals which are palatable and wholesome. A selection of meal items shall be available to include soup, salad, and sandwich options. The meal shall be served under clean and sanitary conditions.
- (d) Should problems arise concerning food quality or content, the parties agree to create an ad hoc committee to resolve the problem.

7.2 Uniforms. The Employer shall provide uniforms and the laundering and upkeep for all employees who are required to wear uniforms in accordance with the Employer's established policies.

7.3 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 employee shall not be considered as part of the employee's regular rate of pay for overtime and wage computation purposes within the meaning of Wage and Hour Law, and that an employee's regular rate of pay is that rate reflected on the Schedule of Wages in Appendix A.

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

7.5 Culinary. Professional knife sharpening or professional knife sharpening equipment shall be made available once a month for employees required to use knives.

7.6 Stewarding. Water repellant aprons, gloves and rubber boots will be available to those working in the dish area.

ARTICLE 8

HOURS OF WORK, OVERTIME & 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 and sixty-eight (168) consecutive hours beginning at 12:01 A.M. Monday through 12:00 midnight Sunday. 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 (8 1/2) on the Employer's premises. Whenever practical, split shifts will be abolished. The Employer may establish a regular schedule of ten (10) hour workdays within ten and one-half (10 1/2) hours on the Employer's premises.

8.4 Overtime Work. Employees shall not be required to work overtime unless, in the Employer's opinion, it is a business necessity, in which case such overtime shall be worked based on seniority (volunteers based on highest seniority, required based on lowest seniority) of those employees performing the work on the shift for which overtime is required.

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

8.6 Daily Premium Pay. All non-exempt employees shall receive premium pay of time and one-half (1 1/2) 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. The time and one-

half (1 1/2) premium after eight (8) hours shall not be applicable to employees regularly scheduled for ten hour days.

8.7 Premium Pay for 6th and 7th Day.

- (a) 7th Day - All non-exempt employees shall receive premium pay at the rate of one and one-half (1 1/2) their regular straight-time hourly rate of pay for all hours worked on the employee's seventh (7th) consecutive day of work.
- (b) 6th Day - All non-exempt employees may elect to work on the sixth (6th) day or six (6) out of seven (7) workdays, at the applicable straight time rate of pay, in accordance with the following procedure:
 - (1) Available work shall be offered by seniority to those employees in the classification who are not scheduled to work five (5) shifts in the case of servers and bartenders or less than forty (40) hours for other classifications.
 - (2) An employee shall not be eligible for such work if the employee would be entitled to receive overtime pay.
 - (3) Lacking sufficient volunteers for such work in the classification, employees may be required to work on the 6th day, or 6 out of 7 days, at the applicable one and one-half (1 1/2) rate in accordance with 8.8.
- (c) Schedule Requests - If an employee works a sixth (6th) consecutive day or six (6) out of seven (7) days because of the employee's own request or as a consequence of a request for change in schedule by another employee, then that employee shall not receive one and one-half (1 1/2) his or her hourly rate of pay for that sixth (6th) consecutive day or six (6) out of seven (7) days.

8.8 No Guarantee for 6th and 7th Day. No employee shall be guaranteed work on the sixth (6th) or seventh (7th) consecutive day. No employee 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.

8.9 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.

8.10 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 as determined by the Employer.

8.11 Replacements. Management shall be responsible for scheduling replacements. If an employee proposes a replacement such substitute must be approved in advance by the Manager.

8.12 Report-in-Pay

- (a) 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 three (3) hours work or three (3) 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. Provided, however, bartenders, stewards, housekeeping employees and cooks shall receive report-in-pay of four (4) hours work or four (4) hours pay.
- (b) No employee 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.

8.13 Language Specialist. An employee designated by Management to translate at meetings will be paid \$10.00 for such translations.

8.14 Meetings. An employee who attends a mandatory employer meeting that is held on the employee's scheduled day off or is not held within two (2) hours of the employee's scheduled shift, shall receive three (3) hours pay or work. Pay for voluntary meetings (not parties or general sessions that are informational) shall be equal to the actual time in attendance at the meeting. This provision shall not result in a sixth (6th) or seventh (7th) day premium or daily overtime payment.

8.15 Time Off. Employees 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. Employees needing such time off shall notify the Employer one (1) week in advance whenever possible. Employees shall provide proof of necessary time off at the Employer's request.

8.16 Discontinuance of Business. If it is necessary to temporarily close down for remodeling or permanently close any part of the Hotel, the Employer will give affected employees a minimum of two (2) weeks notice unless the cause of the discontinuance of the business is beyond the control or knowledge of the Employer. If the Employer fails to give affected employees the two (2) weeks notice, and no suitable alternative employment is provided, these employees shall receive at least one (1) week pay and up to two (2) weeks pay in lieu of the required notice, to be prorated by the period of notice actually given. The Parties acknowledge that unexpected fluctuations of business are beyond the control or knowledge of the Employer in the application of this section.

8.17 Rest Breaks. The Hotel shall continue to provide paid breaks in accordance with current practices. However, an employee who does not take a break may not leave before the end of his/her shift for that reason.

ARTICLE 9 **SENIORITY**

9.1 Definition

- (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 B, incorporated herein. With the exception of the banquet wait staff and banquet bartenders, such seniority shall be established by being regularly scheduled in a classification. Employees who work on an intermittent basis in another classification shall not build seniority in that classification.
- (b) Banquet Waitpersons and Banquet Bartenders. Banquet waitpersons and banquet bartenders shall accrue seniority from first function worked after completion of the probationary period in the classification within either the regular or extra list where such lists apply. Employees moving from the regular list to the extra list shall be placed on the extra list in accordance with their overall banquet seniority, i.e., dovetailed. Employees moving from the extra to the regular list shall be placed at the bottom of such list.

9.2 Same Start Date. In the event two (2) or more employees begin work on the same day, a numerical suffix will be attached to the seniority date of such employees based on the last four digits of the employee's social security number. The employee with the lowest four digit number shall be deemed the most senior.

9.3 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. 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.

9.4 Probation Period - New Classification. An employee promoted to a higher classification shall serve a thirty (30) working day probationary period. During the probationary period, the Employer may return the employee to their previously held classification, room and schedule, for inability to perform the duties of the new job, or the employee may elect to return to their previously held classification, room and schedule if the position is not permanently filled; otherwise, the employee shall be given available work in that classification. Employees 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) Employees shall be laid off and returned to work according to their length of service in their respective job classifications as set out in 9.6 and 9.8 below.
- (b) Scheduling of vacation time.

- (c) Offering of overtime work and requiring in reverse order, subject to Section 8.4.
- (d) Employees may exercise their seniority to not work the holiday, if business permits with the junior employee(s) in the classification being required to work as needed. To be excused employees shall give the Employer two (2) weeks notice prior to the holiday. Employees regularly scheduled to work the day on which the holiday is celebrated may not be bumped out of their shift.
- (e) Scheduling of Work
 - (1) Where practical, senior employees who are qualified shall be scheduled to receive the maximum number of available hours on the work schedule up to an eight (8) hour day, five (5) day, forty (40) hour week. Senior employees may not claim part of a shift and may claim shifts only when they become available on a regular basis. Split shifts shall be considered separate shifts for scheduling purposes. It is understood that employees 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.
 - (2) The above factors, in the use of part-time employees and work schedules will be recognized in scheduling.
- (f) Promotion, demotion or transfer to new job openings.
- (g) Upon request in writing, any employee scheduled less than five (5) days per week may exercise his/her seniority for five (5) days of work per week when additional shifts become vacated on a regular basis, unless such shifts are eliminated. The employee must bid the five (5) day schedule as posted.
- (h) Bartenders whose hours are involuntarily reduced below those for which they are regularly scheduled will be permitted to pick up available hours at banquet bars on the basis of their seniority.
- (i) Preferential Rooms and Stations. Where rooms and/or stations are assigned on a permanent basis, rather than being rotated, all employees shall be given preferential rooms and/or stations on the basis of seniority, provided they are qualified.
- (j) Use of Part-Time Employees. Where practical, the Employer shall not use two (2) or more part-time employees where a qualified, full-time employee is available and requests such hours; except in those scheduling situations where the Employer is required to meet the report in provision (8.12), the available work requires the use of overlapping schedules or a split shift

(except wait staff) or where such scheduling is otherwise not practical in the Employer's operations.

Provided, the employee has the qualifications and ability to perform the work.

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

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

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

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

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) Retirement
- (b) Voluntary quitting.
- (c) Discharge for cause.
- (d) Failure to return to work after recall as provided.
- (e) Failure to return to work promptly at the end of an authorized leave of absence, unless due to Act of God.
- (f) Remaining on layoff for longer than twelve (12) months or the employee's length of seniority, whichever is shorter.

- (g) Terminates employment from the regular schedule and works on an intermittent call-basis only.
- (h) Is absent for two (2) consecutive workdays without reporting to the Company the reasons for the absence.
- (i) Works for another employer during a leave of absence. This subdivision shall not apply in situations where the employee is already working for another employer prior to the leave.

9.11 Job Posting. New job openings will be posted for a minimum of five (5) days, including the weekend and will be awarded to qualified applicants. If qualifications are equal, seniority shall prevail provided, however, the Employer may consider the Employee's disciplinary record. The job opening may be filled from any source on a temporary basis during its vacancy. If there are no bidders or no qualified bidders, Employer may offer the job to any employee it deems qualified or hire a new employee for the job.

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 employee who has been separated from employment and such other monthly information on employees as has been provided.

ARTICLE 10

GRIEVANCE AND ARBITRATION PROCEDURE

10.1 Grievance Procedure for Employees. Should differences arise concerning the Employer, the Union and/or any employee who has completed his/her 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 his/her supervisor on an informal basis in order to settle the matter promptly. An aggrieved employee may have the Union Steward assist him/her with Step 1, if he/she 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.

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

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 fourteen (14) calendar days after the Employer or the Union has made its final written answer as provided in Step 3 (unless the Employer and the Union mutually agree in writing to extend the time limit), in which event the grievance shall be arbitrated according to the following procedure:

The Party desiring to arbitrate shall request the Federal Mediation and Conciliation Service (with a copy of such request to the opposite Party) to furnish the Parties with a panel of seven (7) names of impartial arbitrators. From this panel a representative of the Employer and the Union shall select the Arbitrator. The Arbitrator shall be selected by each Party striking in turn one strike at a time, three (3) names from the list of seven (7) persons, the complaining Party having the first strike. The person remaining on the list after each Party has exercised its strikes shall become the Arbitrator. Either party may request additional lists if those supplied are not satisfactory; to a maximum of three (3) lists. The Parties may select an Arbitrator by other means, if such other method of selection is confirmed by a written stipulation.

The selection of the Arbitrator and the hearing shall be within thirty (30) days of the request for Arbitration, whenever practicable.

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

No evidence shall be introduced as to the withdrawal, during negotiations, of any proposal to change this Agreement.

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 employees 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.

10.5 Arbitrator Limitations. Only one (1) grievance, including "group" grievances, may be decided by the Arbitrator at any hearing, however, the parties may agree to waive this requirement in writing. The Arbitrator shall not have the power to add to, ignore, or modify any of the terms, conditions or sections of this Agreement. His/her decision shall not go beyond what is necessary for the interpretation and application of this Agreement in the case of the specific grievance at issue. The Arbitrator shall not substitute his/her judgment for that of the Parties in the exercise of rights granted or retained by this Agreement. The Arbitrator shall render no award

which shall be retroactive beyond the date the grievance was originally filed with Employer (except in cases of improper wage rate), or impose any liability not explicitly expressed herein.

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

10.7 Mitigation of Damages. An Arbitration award for back wages, if any, shall be reduced by unemployment compensation, workers' compensation, or replacement income.

10.8 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, section 10.1 and 10.3-10.6 set forth above before attempting to take the matter elsewhere.

10.9 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 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.

10.10 Past Practice. The Parties agree to recognize the standards as set forth in Elkouri and Elkouri, How Arbitration Works, determining past practice.

ARTICLE 11

DISCIPLINE AND DISCHARGE

11.1 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 violations of a serious nature as provided in the Employer Handbook or Standards of Conduct, a copy of which shall be provided to each Employee.

11.2 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.

11.3 Warning Notices – Cancellation. Warning notices shall not be used as a basis for discipline after a period of eighteen (18) months.

11.4 Suspension and Discharges. All suspensions and discharges will be in written form and copies will be mailed to the Union immediately upon issuance of such notices. Discharges will be preceded by a suspension during which an investigation of the incident leading to the discharge will be conducted.

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

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

11.7 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.

11.8 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.

11.9 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 files on his/her own time.

ARTICLE 12 **LEAVES OF ABSENCE**

12.1 Personal Leave. Any employee desiring a leave of absence from the job because of extraordinary personal or family circumstances after exhaustion of vacation time 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 employee shall not engage in gainful employment unless the leave is the result of the employee being hired for a position of full-time service with the Union. The employee 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 employee involved. Seniority shall, but vacation or other benefits shall not, accrue or be provided during Personal Leave. An employee 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 employee, after exhaustion of vacation time, 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 employee'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 vacation 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 Employee 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 employee 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 employee to perform the essential duties of his/her job prior to returning the employee to work.

12.3 FMLA Leave. Eligible employees 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). Employees must first use any earned vacation days, except for one (1) week, forty (40) hours (five (5) days, forty (40) hours), 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. Employees must apply, provide all required documentation, and qualify in order to receive Family and Medical Leave. Eligible employees 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 employee 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 employee's control, the Employer may recover all of the health care coverage premiums paid during the Leave.

12.4 Maternity Leave. An employee shall be granted a maternity leave of absence, without pay, 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 employees 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 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. When possible the employee shall notify the Employer of such intent three (3) months prior to the leave. Seniority shall accrue during such leave, but vacation or other benefits shall not accrue or be provided during “Child Care Leave”.

12.6 Return from Leave of Absence. Any employee 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 employee is qualified. In the event the schedule has been abolished and cannot be reestablished, the employee 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 employee 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 employee, exclusive of probationary, on-call or extra employees, 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 pay 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 pay shall be subject to the following conditions:

- (a) Available for Work and Notice. The employee 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 employee to be immediately available for work for the rest of the day.
- (c) Holiday Pay and Jury Duty. Employees shall receive holiday pay according to the Holiday Article of this Agreement regardless of jury duty service.
- (d) Evidence of Jury Duty Pay. Employees 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 employees.

12.9 Bereavement Leave. All regular full and regular part time, employees, exclusive of probationary, on-call or extra employees 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 employee’s immediate family. The immediate family shall include the employee’s spouse, domestic partner, child, foster or step child, mother, father, brother, sister, mother-in-law or father in law. An employee must also notify the Employer of the need for bereavement leave and, afterwards, of the facts of the bereavement leave.

12.10 Union Business.

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

12.11 Leave Benefits. In the case of parenting and medical leaves taken pursuant to the Family and Medical Leave Act, 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 insurance coverage for up to twelve (12) weeks of leave. The Fund shall make available group health insurance to employees at the employee's 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 the employee's own expense, and otherwise consistent with the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). Employees shall retain pre-leave seniority and shall accrue seniority during all authorized leaves. Failure to return to work promptly at the end of an authorized leave of absence, unless due to an act of God, 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 and Medical Leave Act.

12.12 Change of Immigration Status.

- a. Employees 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.

12.13 Coordination with Applicable Laws. The parties to 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 employee may have under the Family and Medical Leave Act. Where the provisions of this Agreement are more favorable to the employee than those provided under law, the terms of this Agreement shall prevail.

ARTICLE 13
PERSONAL DAYS

Beginning January 1, 2006, regular employees who have completed their probation by January 1st shall receive one paid (1) personal day to be used in that calendar year which shall not carry over. Tip adjustment does not apply to the personal day.

ARTICLE 14
HOLIDAYS

14.1 Holidays Observed. The following shall be observed as paid holidays for all regular full-time and regular part-time employees hereafter referred to as eligible employees:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day
Diversity Day (floating holiday)	

14.2 Holidays Not Worked. All eligible employees, exclusive of probationary, shall receive holiday pay for the above listed holidays; provided the part-time employees regularly work the day on which the holiday falls. The holiday pay shall be based on the hours the employee normally works on that day of the week; to a maximum of eight (8) hours or ten (10) hours based on the employee's regular schedule.

14.3 Holidays Worked. All eligible employees 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. However, if the holiday hours worked exceed the number of hours regularly scheduled the excess hours shall be paid at one and one-half (1 ½) times the employee's contract rate of pay.

14.4 Eligibility. To receive pay for the holiday, the employee must have worked their scheduled workday immediately preceding and immediately following the day on which the holiday is observed, unless the absence is caused by illness and just cause has been presented that he/she was unable to work on that day.

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

14.6 Disqualification. Employees shall not be eligible for holiday pay if:

- (a) The employee is on layoff consisting of minimum of five (5) days (including the holiday), on a leave of absence, in military service or on suspension, except eligible full time employees with over one (1) year of service who are laid off (refer to Section 14.10)
- (b) The employee has been absent for a period of thirty (30) consecutive days prior to said holiday.
- (c) The employee fails 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.

14.7 Holiday During Vacation Period. Where an employee entitled to a paid holiday as provided above and the holiday falls within the employee's vacation period, such employee shall be allowed an additional day of vacation with pay or holiday pay, at the option of the Employer.

14.8 Computation of Overtime. Eligible employees 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. Employees shall not be rescheduled to defeat the purpose of holiday pay except by mutual agreement between the Employer and employee.

14.9 No Disqualification. An employee 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 employee's immediate family; within the meaning of Section 12.9 Bereavement Pay.
- (c) Illness or accident which occurs during working hours on either of such days and prevents the employees from continuing work.
- (d) Jury duty which requires the absence of the 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, prevent him/her from working all or part of such days.

14.10 Layoff of Eligible Full-Time Employees. As an exception to Section 14.6 above, an eligible, full-time employee 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 he/she is otherwise entitled.

14.11 Tipped Employee Holiday Pay Adjustment. Effective May 1, 2007, in addition to their regular hourly rates, all qualifying tipped employees working in the classifications of door attendants, bell stand, bell captain, cocktail server, ala carte server, regular banquet server, banquet captain, room service server, and room service captain shall be compensated at a rate of Six and 50/100 (\$6.50) Dollars per hour for non-worked holiday pay on Thanksgiving and Christmas.

ARTICLE 15 **VACATIONS**

15.1 Amount of Vacation.

- (a) All regular full-time and regular part-time employees who have at least one (1) full year of seniority shall be entitled to a paid vacation on the following basis, except terminated employees who have worked six (6) months or more as noted in Section 15.6:

<u>Continuous Service</u>	<u>Vacation Period</u>
One year, but less than two years	One week
Two years, but less than ten years	Two weeks
Ten years, but less than twenty years	Three weeks
Twenty years, or more	Four weeks

- (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 employee is eligible.
- (c) Employees shall be entitled to receive their vacation pay before they leave for vacation.

15.2 Vacation Pay. Employees shall be entitled to vacation benefits at straight-time rates of pay on the same basis that their work is performed. Employees working either full-time or short shifts shall be paid vacation pay based on total hours paid in the accrual year, including premium, overtime, vacation and holiday hours. However, no employee shall be entitled to more than forty (40) hours of vacation pay per week. 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 ten (10) full accrual years, three (3) times the number of weekly average hours.

- (d) After twenty (20) full accrual years, four (4) times the number of weekly average hours.

15.3 Scheduling Vacation Periods. To the extent business requirements permit, employee requests for a specific period in which to take vacations will be honored. Furthermore, the most senior employees 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) employee in a job classification desire their vacations at the same time, vacation periods will be assigned according to seniority. Employer and the employee 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 employee should be entitled to take his/her vacation not later than six (6) months after he/she has qualified for it. Vacations are not cumulative and must be taken within the vacation period established by the Employer. This section shall not be construed to reduce vacation benefits established by past practice.

Vacations cannot be carried over from one vacation period to another without the specific authorization of management in writing. Any vacation carried over will be paid at the wage rate in effect at the time the vacation is earned.

15.4 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 employee.

15.5 Terminated Employees. Employees who are discharged or who terminate their employment shall be entitled to pro-rated vacation pay earned and computed in accordance with Section 15.2 above. Provided, however, employees 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.

15.6 Terminated Employees - Six Months to One Year. All employees 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 (1/2) day for each additional month of such employment up to the maximum vacation allowance provided for in the foregoing. This shall not apply to employees terminated for cause or to employees who fail to give notification as provided in Section 15.5.

15.7 Tipped Employee Vacation Adjustment. Effective May 1, 2005, in addition to their regular hourly rates, tipped employees working in the classifications of door attendants, bell stand, bell captain, cocktail server, ala carte server, regular banquet server, banquet captain, room service server and room service captain shall be compensated at the rate of \$6.50 per hour for all vacation hours taken and paid.

ARTICLE 16
BANQUET DEPARTMENT

16.1 Banquet Definition. A banquet shall be deemed to be any reserved function with a preset menu and a fixed cost including cocktail parties, supervised by the Catering Department.

16.2 Banquet Employee Compensation. Banquet servers shall receive the following percentage of the banquet service charge:

<u>House Service Charge</u>	<u>Employee Percentage of Service Charge</u>
15 % or less	12.00%
16%	12.33%
17%	12.66%
18%	13.00%
19%	13.33%
20%	13.66%

16.3 Service Charge on Guaranteed Meals. Service charges shall be paid on the guaranteed number of meals paid for by the customer.

16.4 Full Function. Where clean-up is delayed until the conclusion of speeches or a program, only the number of employees sufficient to do the clean-up need be retained and those that do not remain shall nevertheless share in the compensation.

16.5 Banquet Employee Benefits. Regular banquet employees shall be granted the benefits listed below according to the terms and conditions as set forth in the appropriate section(s) or Article(s) as shown:

Jury Duty - Section 12.8
Bereavement Pay - Section 12.9
Holidays - Article 14
Vacations - Article 15
Health & Welfare – Article 21

16.6 Regular Banquet Employees. The Employer shall maintain a regular waitperson and regular banquet bartender list which shall contain all regular banquet service employees who work on a fulltime call basis in a Hotel covered by this Agreement. The seniority list of all regular banquet employees shall be posted every three (3) months and upon request of the Union. The Employer shall provide an updated list of all regular and all extra banquet employees to the Union.

16.7 On-Call Banquet Employees. The Hotel shall have a consistent procedure for scheduling of on-call banquet servers. .

16.8 Employer Records. The Employer shall maintain records on all banquets and functions and the amount of service charge or gratuities deposited with the Employer for the

employee along with the actual amount or method of distribution submitted to the employees. An employee or Union representative shall be permitted to inspect the banquet employee compensation record during usual office business hours

16.9 Holiday Pay - Banquet Employees. Regular banquet waitpersons and bartenders holiday pay shall be calculated by totaling previous yearly hours as of January 1 of each year and dividing by 52 weeks then dividing by 5 workdays. The resulting number of hours shall be paid for each holiday of the new year, Employees who have worked less than one (1) year as a regular banquet employee shall receive three (3) hours of holiday pay for each holiday worked.

16.10 Vacation Pay - Banquet Employees. Regular banquet waitperson and bartender vacation pay shall be calculated by totaling their previous yearly hours as of January 1 of each year and dividing by 52 weeks and multiplied by the number of weeks earned vacation benefits.

ARTICLE 17

HOUSEKEEPING DEPARTMENT

17.1 Room Cleaning. No housekeeping employee shall be required to clean an unreasonable number of rooms. Effective May 23, 2011 , Room Attendants scheduled Monday through Thursday who clean more than nineteen (19) rooms, combined Express Clean and Full Clean, with a maximum of twelve (12) checkouts shall be paid \$5.00 per room in addition to their base pay. Effective May 23, 2011, Room Attendants scheduled Friday through Sunday who clean more than seventeen (17) rooms, combined Express Clean and Full Clean, with a maximum of Fourteen (14) checkouts shall be paid \$5.00 per room in addition to their base pay.

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

17.3 Vomit/Defecation Pay. Effective May 1, 2005, any employee required to clean vomit or defecation will be paid an additional \$10.00 for such duty. Such pay will be subject to the approval of the Executive Housekeeper.

ARTICLE 18

STATE AND FEDERAL LAW

18.1 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, State 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.

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

ARTICLE 19
ESL PROGRAM

The parties agree to examine the feasibility of establishing an ESL Program in compliance with the negotiated policy in place for the Hotel.

ARTICLE 20
MEDICAL EXAMINATIONS

20.1 The Employer may require and pay for physical and medical examinations, including drug testing in compliance with the negotiated Drug and Alcohol Testing policy in place for each Hotel, of employees for job-related reasons and may lay off or release employees unable to satisfactorily pass such examinations. The Union may require the Employer to furnish a physician's certificate with respect to employees terminated for medical reasons. Furthermore, the Union may pay for and proceed with an independent medical examination of such employees.

ARTICLE 21
HEALTH AND WELFARE

21.1 Generally. The Employer agrees to continue to contribute and support the Greater Metropolitan Hotel Employers-Employees Health and Welfare Fund hereinafter "Fund." The limits of such contribution shall be as follows:

- (a) Contributions. Effective May 1, 2009, the Employer agrees to contribute to the Fund two dollars and twenty three cents (\$2.23) for each hour paid to all employees under the jurisdiction of this Agreement. Effective January 1, 2011 the Employer agrees to contribute to the Fund two dollars and thirty three cents (\$2.33) for each hour paid to all employees under the jurisdiction of this Agreement. Effective May 1, 2012 this contribution shall be increased to two dollars and forty three cents (\$2.43) for each hour paid to all employees under the jurisdiction of this Agreement. Effective May 1, 2013 this contribution shall be increase to two dollars and fifty three cents (\$2.53) for each hour paid to all employees under the jurisdiction of the Agreement.

*The Hotel will agree to continue to participate in the Health & Welfare Plan with the understanding that for hours paid on or after May 1, 2014, the Hotel's contribution rate shall be increased by the amount then in effect under the Union's Collective Bargaining Agreements with the Marquette Hotel, Crowne Plaza Northstar, and Millennium Hotel Minneapolis. Provided further, however, if any annual increase is greater than thirty cents (30¢) per hour, the Hotel shall have the right to reopen the contract for the sole purpose of negotiating modifications to Article 21 including, but limited to, deletion of Article 21 in its entirety.

- (b) Benefits. The Fund Trustees are expressly authorized to adjust benefit levels and/or eligibility for same to maintain the solvency of the Fund.
- (c) Employer Obligation. The Employer's obligation to contribute to the Health and Welfare Fund is limited to the amount of contribution specified in Article 21.

- (d) The Trustees are directed to develop a dependent child well-care program under the jurisdiction of the Fund.
- (e) Employees pay no premium cost for individual benefits during the term of the agreement, but the Trustees reserve the right to make benefit adjustments to keep the Fund solvent and viable.

21.2 Bound to Trust Agreement. The Employer acknowledges that in carrying out the terms and provisions of this Agreement, it shall be bound by all the terms and provisions of the Agreement and Declaration of Trust, covering the Greater Metropolitan Hotel Employers-Employees Health and Welfare Fund and the Parties, by this Agreement incorporate by reference all the terms and provisions of said Agreement and Declaration of Trust as though fully set forth herein together with such amendments as may be made thereto.

21.3 Delinquent Payments. The failure, refusal or neglect of the Employer to report and pay the Fund the contribution required herein on or before the tenth (10th) 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 twelve percent (12%) of the delinquency, eight percent (8%) interest on the delinquency and reasonable attorneys fees and costs incurred in the collection of the delinquency; provided the Employer is served with at least fourteen (14) calendar days written notice of default. 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.

21.4 Delinquency Enforcement. In enforcing the Employer's obligation set forth in this Article after due notice to the Employer of its delinquency, neither the Union nor the Fund shall be obligated to invoke or exhaust the Grievance and Arbitration Procedure set forth in Article 10 prior to initiating an action for legal and/or equitable relief.

21.5 Audits. The Trustees of the Fund shall have the right to audit and inspect the Employer's payroll, social security tax withholding or other such records of the Employer, as may be deemed necessary by the Trustees in order to determine the Employer's compliance with the terms and provisions of this Article.

21.6 Self-Pay. All eligible employees who fall below the required hours for Health & Welfare coverage shall be permitted to self-pay up to the time period for extended coverage established by federal legislation provided they do so in accordance with the standards and procedures established by the trustees/federal legislation.

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

ARTICLE 22
DEFINED BENEFIT RETIREMENT PLAN

22.1 Generally. Effective May 1, 1985, the Employer shall contribute to the “Minneapolis Hotel Employers-Employees Defined Benefit Retirement Plan” (hereinafter the “Defined Benefit Plan”), at a rate of zero cents (\$.00) for each hour paid to each employee under the jurisdiction of this Agreement. The basic pension benefit of this plan will be nine dollars (\$9.00) per year of credited service to a maximum of twenty (20) years of service to be offset by the value of benefits developed under the Defined Contribution Plan.

22.2 Bound to Trust Agreement. The Employer shall be bound by all terms and provisions of the agreements and plan documents as now existing or hereafter amended pursuant to which the Defined Contribution Plan and the Defined Benefit Plan are maintained. All such documents, including subsequent amendments and all rules and procedures adopted pursuant to those documents, are hereby incorporated by reference in this Agreement and their terms and provisions shall be binding upon the Employer and the Union as if they were fully set forth in this Agreement. The Employer agrees to execute a participation agreement effective with the effective date of this Agreement.

22.3 Contributions and Delinquencies. The Employer shall be obligated to make contributions required to the Defined Benefit Plan and the Defined Contribution Plan at such times and in accordance with such procedures as the trustees of either or both plans shall from time to time establish. In no event, however, shall the Employer be obligated to make such contributions more frequently than monthly and in no event shall such contributions be due before the tenth (10th) day of the calendar month following the calendar month for which the contribution is made (and during which occurred the paid hour with respect to which the contribution is made). If the Employer shall fail to make contributions at such time or in accordance with such procedures as may be established by the trustees, the Employer shall be liable to either or both of the Plans for the amount of unpaid contributions and, in addition, liquidated damages, interest, costs of collections and other amounts which may be lawfully demanded and collected by either or both plans; provided the Employer is served with at least fourteen (14) calendar days written notice of default. In no event shall either plan be permitted or obligated to invoke or exhaust the Grievance and Arbitration Procedures set forth in this Agreement prior to initiating action for legal or equitable relief.

22.4 Waiver. The Union, as bargaining agent for each of the affected employees of the Employer, acknowledges that employees subject to this Agreement are included in a unit of employees covered by a collective bargaining agreement and that retirement benefits have been the subject of good faith bargaining between the Union and the Employer. The Union, as bargaining agent for each of the affected employees, waives on behalf of each employee covered under this Agreement the right to participate in any other pension, profit sharing, stock bonus or other retirement plan (whether or not a qualified plan) maintained by the Employer.

ARTICLE 23
DEFINED CONTRIBUTION PLAN

23.1 The current Defined Contribution Plan shall be merged into the UNITEHERE National Plus Plan. Employees shall be permitted and encouraged to participate in the companion 401K Plan and make contributions on their own behalf with pre-tax dollars in addition to the Employer contribution. The Employers shall cooperate with the representatives of the National Plus Plan to insure that employees are afforded the opportunity to sign up for and participate in the Plan. The National Plus Plan provides for individually directed accounts by employees for both the Employer and employee portions of contributions. Vesting is as follows: Employee contribution: 100% from first dollar. Employer contribution: two (2) years of service. Employee shall earn one-half (1/2) year of service if they have four hundred (400) hours in the Plan Year and one (1) year of service if they have one thousand (1,000) hours in the Plan Year

23.2 Effective May 1, 2005, the Employer shall contribute thirty cents (\$0.35) per hour on all hours paid for all employees who have completed one (1) year of service or who are vested in the Plan by virtue of service with another participating Employer or prior service with the same Employer. Effective May 23, 2012 the Employer shall cease all Employer contributions to the Plan. The Employer agrees to deduct and remit any contributions to the 401K plan made on behalf of any employees.

ARTICLE 24
SUCCESSORS AND ASSIGNS

The Employer and the Union agree to abide by all Federal and State Labor Laws with respect to successorship. This Agreement shall be binding upon the successors, assigns, purchasers, lessees or transferee of an Employer whether such succession, assignment or transfer be effected voluntarily or by operation of law or by merger or consolidation with another company, provided the establishment remains in the same line of business.

ARTICLE 25
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 thereby, 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 26
TERM OF AGREEMENT

This Agreement shall be in effect for a period of eight (8) years commencing on the first (1st) day of May, 2010, and shall continue to and including the thirtieth (30th) day of April, 2018,

and be automatically renewed 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 WHEREOF, the Employer and the Union hereby execute, sign and attest to this Agreement this 6th day of September, 2012.

FOR THE EMPLOYER:

Crowne Plaza Minneapolis Airport West

UNITE HERE! Local 17 AFL-CIO

By: _____
General Manager

Nancy Goldman
President

Date: _____, 2012

Date: _____

Wade Luneburg Secretary/Treasurer

Date: _____

**APPENDIX A
MINIMUM WAGE RATES BY CLASSIFICATION**

5/1/2010 5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015	5/1/2016	5/1/2017
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BANQUETS

Captain							
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Banquet set-up		2%	2%	2%	2%	3%	4%
Start	10.31	10.52	10.73	10.94	11.16	11.49	11.95
12 months	11.26	11.49	11.71	11.95	12.19	12.56	13.06
24 months	11.80	12.04	12.28	12.52	12.77	13.15	13.68
36 months	12.39	12.64	12.89	13.15	13.41	13.81	14.36
48 months	12.90	13.16	13.42	13.69	13.96	14.38	14.96

Banquet Server	State minimum wage + vacation adjustment + service charge portion
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BARS

Bartender		2%	2%	2%	2%	3%	4%
Start	10.86	11.08	11.30	11.53	11.76	12.11	12.59
12 months	11.45	11.68	11.91	12.15	12.39	12.76	13.27
24 months	12.06	12.30	12.55	12.80	13.06	13.45	13.99
36 months	13.02	13.28	13.55	13.82	14.10	14.52	15.10

5/1/2010 5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015	5/1/2016	5/1/2017
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Bar Assistant							
Start	9.68	9.87	10.07	10.27	10.48	10.79	11.22
12 months	10.52	10.73	10.95	11.16	11.39	11.73	12.20
24 months	11.03	11.25	11.48	11.71	11.94	12.30	12.79
36 months	11.58	11.81	12.05	12.29	12.53	12.91	13.43
48 months	12.05	12.29	12.54	12.79	13.04	13.43	13.97

Cocktail Server	State minimum wages + vacation adjustment
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BELLSTAND

Bellstand	State minimum wage + vacation adjustment
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RESTAURANT/ ALA CARTE

Cashier							
Start	9.23	9.41	9.60	9.79	9.99	10.29	10.70
12 months	10.05	10.25	10.46	10.67	10.88	11.21	11.66
24 months	10.54	10.75	10.97	11.19	11.41	11.75	12.22
36 months	11.07	11.29	11.52	11.75	11.98	12.34	12.83
48 months	11.52	11.75	11.99	12.23	12.47	12.84	13.35

	5/1/2010 5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015	5/1/2016	5/1/2017
Host/Hostess							
Start	11.06	11.28	11.51	11.74	11.97	12.33	12.82
12 months	12.06	12.30	12.55	12.80	13.05	13.44	13.98
24 months	12.63	12.88	13.14	13.40	13.67	14.08	14.64
36 months	13.27	13.54	13.81	14.08	14.36	14.79	15.38
48 months	13.80	14.08	14.36	14.64	14.94	15.39	16.01

Server/ Host combination	State minimum wage + one dollar (\$1.00) + vacation adjustment
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Busperson	2%	2%	2%	2%	3%	4%
Start	9.32	9.51	9.70	9.89	10.09	10.81
12 months	10.16	10.36	10.57	10.78	11.00	11.78
24 months	10.67	10.88	11.10	11.32	11.55	12.38
36 months	11.20	11.42	11.65	11.88	12.12	12.98
48 months	11.65	11.88	12.11	12.35	12.60	13.51

KITCHEN

Skilled Cook		2%	2%	2%	2%	3%	4%
Start	14.04	14.32	14.61	14.90	15.20	15.66	16.29
12 months	15.27	15.58	15.89	16.20	16.53	17.03	17.71
24 months	16.03	16.35	16.68	17.01	17.35	17.87	18.58
36 months	16.84	17.18	17.52	17.87	18.23	18.78	19.53
48 months	17.51	17.86	18.22	18.58	18.95	19.52	20.30

Key Cook	gardemange, sauté, rounds, swing, night chef						
Start	13.73	14.00	14.28	14.57	14.86	15.31	15.92
12 months	14.95	15.25	15.55	15.87	16.18	16.67	17.34
24 months	15.70	16.01	16.33	16.66	16.99	17.50	18.20
36 months	16.48	16.81	17.15	17.49	17.84	18.38	19.12
48 months	17.15	17.49	17.84	18.20	18.56	19.12	19.88

	5/1/2010 5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015	5/1/2016	5/1/2017
Extra Cook							
Start	13.58	13.85	14.13	14.41	14.70	15.14	15.75
12 months	14.81	15.11	15.41	15.72	16.03	16.51	17.17
24 months	15.50	15.81	16.13	16.45	16.78	17.28	17.97
36 months	16.28	16.61	16.94	17.28	17.62	18.15	18.88
48 months	16.93	17.27	17.61	17.97	18.33	18.88	19.64

Cook	broiler, breakfast, banquet, night,						
Start	13.47	13.74	14.01	14.29	14.58	15.02	15.62
12 months	14.67	14.96	15.26	15.57	15.88	16.36	17.01
24 months	15.39	15.70	16.01	16.33	16.66	17.16	17.85
36 months	16.16	16.48	16.81	17.15	17.49	18.01	18.73
48 months	16.81	17.15	17.49	17.84	18.20	18.74	19.49

Fry Cook							
Start	13.28	13.55	13.82	14.09	14.37	14.80	15.39
12 months	14.45	14.74	15.03	15.33	15.64	16.11	16.75
24 months	15.17	15.47	15.78	16.10	16.42	16.91	17.59
36 months	15.92	16.24	16.56	16.89	17.23	17.75	18.46
48 months	16.55	16.88	17.22	17.56	17.91	18.45	19.19

Assistant Cook		2%	2%	2%	2%	3%	4%
Start	12.60	12.85	13.11	13.37	13.64	14.05	14.61
12 months	13.73	14.00	14.28	14.57	14.86	15.31	15.92
24 months	14.41	14.70	14.99	15.29	15.60	16.07	16.71
36 months	15.14	15.44	15.75	16.07	16.39	16.88	17.56
48 months	15.74	16.05	16.38	16.70	17.04	17.55	18.25

Utility Cook							
Start	10.21	10.41	10.62	10.83	11.05	11.38	11.83
12 months	11.11	11.33	11.56	11.79	12.03	12.39	12.89
24 months	11.67	11.90	12.14	12.38	12.63	13.01	13.53
36 months	12.26	12.51	12.76	13.01	13.27	13.67	14.22
48 months	12.74	12.99	13.25	13.52	13.79	14.20	14.78

Pantry							
Start	10.05	10.25	10.46	10.67	10.88	11.21	11.66
12 months	10.95	11.17	11.39	11.62	11.85	12.21	12.70
24 months	11.50	11.73	11.96	12.20	12.45	12.82	13.33
36 months	12.07	12.31	12.56	12.81	13.06	13.45	13.99
48 months	12.56	12.81	13.07	13.33	13.60	14.00	14.56

	5/1/2010 5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015	5/1/2016	5/1/2017
Stewarding		2%	2%	2%	2%	3%	4%
Start	10.31	10.52	10.73	10.94	11.16	11.49	11.94
12 months	11.26	11.49	11.71	11.95	12.19	12.56	13.06
24 months	11.80	12.04	12.28	12.52	12.77	13.15	13.68
36 months	12.39	12.64	12.89	13.15	13.41	13.81	14.36
48 months	12.90	13.16	13.42	13.67	13.94	14.36	14.93

ROOM SERVICE

Server	State minimum wage + vacation adjustment
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5/1/2010	5/1/2012	5/1/2013	5/1/2014	5/1/2015	5/1/2016	5/1/2017
5/1/2011						

HOUSEKEEPING

Room Attendant, Laundry, Houseperson, Public Space							
Start	10.31	10.52	10.73	10.94	11.16	11.49	11.94
12 months	11.26	11.49	11.71	11.95	12.19	12.56	13.06
24 months	11.80	12.04	12.28	12.52	12.77	13.15	13.68
36 months	12.39	12.64	12.89	13.15	13.41	13.81	14.36
48 months	12.90	13.16	13.42	13.67	13.94	14.36	14.93

- Overscale employees shall receive the same percentage increases in each year of the Agreement.

APPENDIX B
SENIORITY CLASSIFICATIONS

1. Bellstand
2. Room Service Server
3. Housekeeping Services (includes room cleaners, housepersons, lobby cleaners, laundry,
4. Stewarding
5. Bartenders (includes front bar and Banquet bar)
6. Cocktail Servers
7. Skilled, Key and Extra Cooks
8. Line Cooks, Fry Cooks
9. Utility Cooks, and Pantry
10. Hostesses/Hosts
11. Cashier
12. Ala Carte Servers
13. Ala Carte Buspersons
14. Banquet Setup,
15. Banquet Servers
16. Maintenance