

DRAFT

COLLECTIVE BARGAINING AGREEMENT

Between

JW Marriott Minneapolis Hotel

And

UNITE HERE LOCAL 17 AFL-CIO

December 7, 2016 through October 31, 2019

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, effective this 7th day of December 2016 between UNITE HERE Local 17, AFL-CIO hereinafter referred to as the "Union", and Marriott Hotel Services, Inc., the Employer of the employees at the JW Marriott Mall of America Hotel, located at 2141 Lindau Ln., Bloomington, MN 55425, hereinafter referred to as the "Employer", "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 housekeepers, housekeeping aides, public space attendants, bell/door employees, telephone operators/AYS agents, reservation agents, cooks, stewards, servers, bussers, bartenders, banquet housemen, cashiers, but excluding all employees assigned to work in the Hotel's freestanding restaurant pursuant to the terms of the parties' Memorandum of Understanding, dated December 3, 2013, attached hereto, all secretaries, administrative/office clerical, accounting, personnel, front office, including front desk agents and concierge employees, sales and catering department, clerical employees, seasonal and on-call employees, laundry employees (unless such laundry employees work at the Hotel site and are employed by the Hotel), life guards, pool maintenance employees, spa and health club attendants, recreational and Kids club employees, parking/valet (unless such employees are employed by the Hotel), night cleaners, purchasing agents, retail store employees, engineering and maintenance, managers, professional employees, and all guards and supervisors as defined by Federal Statutory Labor Law, except as otherwise reflected in an addendum for each Hotel and 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. The Hotel may opt to utilize job combinations or not to use certain of these positions.

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.

1.4 Guest Service. It is recognized and understood that the tradition of JW Marriott Hotels has been built around providing guests with the finest quality accommodations and personalized service. With the tradition of quality and service comes a strong people-oriented heritage. The Hotel sets very high standards of service for our guests and as a result expects a high level of service performance from our employees. An important key to this success at the Hotel is a willingness of all parties always to place a guest's needs first. The Hotel, the employees, and the Union mutually agree to work together to ensure that the highest level of professional guest service is delivered.

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.

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 Check-off. The Employer shall check-off 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 check-off 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 INTERNATIONAL Political Committee, 275 Seventh Avenue, New York, NY 10001. My decision to participate in the UNITE HERE Political Program 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 Seventh Avenue, New York, NY 10001, 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 the Employer.

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. 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.

3.7 Union Buttons. All employees shall be permitted to wear one official Union button 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) Shop Stewards from among the employees who are members of the Union. The names of such Shop Stewards shall be sent to the Employer in writing. Union Shop Stewards 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) 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. When the Employer requests that a Steward participate in a grievance meeting that is scheduled during a Steward's regular work shift, such hours will be considered work time for that Steward. If additional Stewards are in attendance at such a meeting, the Hotel shall be under no obligation to consider their time spent at the meeting as work time. 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 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 Voter Registration. The Employer and the Union will provide employees with the opportunity to register to vote in the employee cafeteria.

3.11 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 provide copies of the collective bargaining agreement to the Employer.

3.12 Credit Checks. The Employer agrees that it shall limit credit checks to existing employees applying for internal transfers to any bargaining unit position that has duties encompassing any type of credit or cash handling/banking.

3.13 Cleaning Products Committee. The parties shall create a "Cleaning Products" committee (2 union and 2 management representatives). This committee will meet at regular intervals to review, discuss and make effective recommendations concerning safety, efficiency, economics and environmental impact of cleaning products used by employees.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 Rights of Management. The Employer and the Union specifically agree that management shall have all of the inherent rights to operate and manage its business, solely and exclusively, and 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, as established by the end of the Agreement. Such management rights and responsibilities shall include, but not be limited to, the following: the right to select the employees it will hire, including the right to make the final determination on the qualifications of applicants and on who 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 and services to be delivered; to discipline or discharge employees for just cause; to maintain efficiency of employees; to determine assignments of work; to determine the number of employees who may be off on PTO at any given time; to modify or 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; the right to utilize management or other non-bargaining unit employees, or the employees of third-parties to perform bargaining unit work to meet business demands, including but not limited to demands created by absenteeism or other attendance-related issues 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 Rules and Regulations. The Employer shall have the right to create, implement, and enforce reasonable rules, regulations, policies, or procedures or to modify or eliminate the same at any time so long as such rules, regulations, policies or procedures, or modifications, are not in conflict with any specific provision of this Agreement.

**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, slowdowns, 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.

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, immediately, 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. The Employer may, in its sole discretion, provide a higher wage to an individual employee without having to pay the same amount to every employee in the same classification. If the Employer provides the employee a higher rate the Employer will notify the Union.

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 this Agreement.

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 an average of twenty-four (24) hours a week, calculated on a quarterly basis. A full-time employee shall maintain his or her full-time status and eligibility for benefits unless and until he or she fails to meet the twenty-four (24) hour average requirement in two consecutive quarters.

6.6 Business Costs. In accordance with applicable laws, employees shall not have unauthorized deductions made from their paychecks.

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 or pool tips nor shall an employee be required to pay the tipped service charge on credit cards.

- (b) 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.

**ARTICLE 7
MEALS, UNIFORMS AND EMPLOYEE AREAS**

7.1 Meals

- (a) The Employer shall provide employees one (1) meal free of charge per scheduled shift.
- (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 at least one hot entree. 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 sanitary dining areas and locker rooms for employees.

7.5 Culinary. The Employer will make knife sharpening equipment available in the kitchen, and training on the use of such equipment.

7.6 Stewarding. Water repellant aprons and gloves 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, except for banquet department employees. 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. Saturday through 12:00 midnight Friday. 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, except for banquet employees. Banquet employees will be scheduled according to the needs of the business, including to split shifts. 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. When necessary, overtime shall be worked based on seniority (volunteers based on highest seniority, required based on lowest seniority) of those employees on duty and 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. Effective 1/1/17, 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 (10) hour days where overtime shall be paid after ten (10) hours per day.

8.7 Premium Pay for Seventh Day. Effective 1/1/17, time and one-half (1 1/2) shall be paid for all hours worked as required by the Hotel on the seventh (7th) day of work within a workweek, regardless of whether the employee has worked forty (40) hours during the first six (6) days. An employee who volunteers to work the seventh (7th) day of work within a workweek shall only be paid time and one-half (1 1/2) for work over forty (40) hours during the workweek.

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.

- (a) Schedule Requests - If an employee works a seventh (7th) consecutive day 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) their hourly rate of pay for that sixth (6th) consecutive day or six (6) out of seven (7) days.

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 four (4) hours work or four (4) hours pay for that day at the employee's regular hourly rate; provided the employee is available for work for the full period of time required . Report in pay for minimum wage employees shall be at the tipped employee adjusted rate, as defined in this Agreement.
- (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 or communicate work instructions to other employees will be paid \$15.00 per day for such translations.

8.14 Meetings. An employee who attends a mandatory employer meeting that is held on the employee's scheduled day off shall receive four (4) 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 close down for a full calendar month or more due to lack of business 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) week's 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. An employee scheduled to work a minimum of four (4) consecutive hours or more will be provided a minimum fifteen (15) minute paid rest period. Employees are not required to take their paid rest period. 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 at the Hotel from first day of work in the classifications covered by this Agreement after completing probation. With the exception of the banquet servers, 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 Servers. Banquet servers 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. For those employees hired after ratification of this agreement, in the event two or more employees begin work on the same day, a numerical suffix will be attached to the seniority date of such employees based on the last four digits of the employee's social security number. The employee with the lowest four digit number shall be deemed the most senior.

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 their seniority shall then date from the first day of their current period of employment.

9.4 Probation Period - New Classification. An employee moving to a new 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, and schedule, for inability to perform the duties of the new job, or the employee may elect to return to their previously held classification, 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 PTO time.
- (c) Offering of overtime work and requiring in reverse order, subject to Section 8.4.
- (d) 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.
- (e) 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.

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.

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 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) Remaining on a leave of absence for any reason for twelve (12) months or employee's length of service, whichever is shorter.
- (j) 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 the most qualified applicants, as determined by the Employer. 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.

9.13 The Employer will provide a letter to employees, upon request, stating that they have been out of work due to a lack of hours, provided the employee has not been scheduled for work for a pay period.

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 their 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 their supervisor on an informal basis in order to settle the matter promptly. An aggrieved employee may have the Union Steward assist 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 fourteen (14) 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 two (2) lists. The Parties may select an Arbitrator by other means, if such other method of selection is confirmed by a written stipulation.

The selection of the Arbitrator shall be within thirty (30) days of the request for Arbitration and the hearing shall occur within sixty (60) days, 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 Arbitrator determines that an employee has been discharged in violation of this Agreement, he/she 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, short and/or long term disability, PTO payments, or replacement income.

10.8 Exclusive Contract Remedy. Consistent with all parties rights and remedies under the law, it is agreed that when an employee has any complaint, grievance or difference regarding the application of the terms and conditions of this Agreement, it is agreed that the grievant will use the grievance/arbitration procedure, set forth in Article 10, as the mandatory and exclusive process for seeking and obtaining a remedy of any grievance, claim, administrative claim, or other judicial or legal claim for relief, or dispute.

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.

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) Final Written Warning
- (d) Discharge

Non-disciplinary suspensions pending investigation for discharge are routinely issued as part of the disciplinary process. No prior warning is necessary in the case of discharge for serious offenses, including but not limited to those offenses set forth in the Employee Handbook.

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. An employee's refusal to sign a disciplinary document shall not impact the validity of the documentation. 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 twelve (12) months.

11.4 Suspension and Discharges. All suspensions and discharges will be in written form and copies will be mailed, faxed, or emailed 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. No employee shall be placed on suspension pending investigation status for longer than five (5) days, unless circumstances warrant additional time to complete the investigation. An issue specifically brought by an employee or group of employees to the Human Resources Department shall be responded to within seven (7) calendar days, excluding weekends. Such time limits may be extended by mutual agreement.

11.5 Disciplinary Meetings. In the event an investigatory meeting is held which could result in discipline, the affected employee shall have the right, upon request, 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 Communication of Rules. All rules shall be communicated to employees prior to implementation. 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 written 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 sixty (60) 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 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/PTO 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 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. After an employee exhaust his or her FMLA leave and any leave provided under Minnesota law, Employer retains the right to fill the employee's position if Employer can establish that keeping the position vacant would be an undue hardship.

- (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 PTO, except for 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 Pregnancy and Parenting Leave. Eligible employees shall receive pregnancy and parenting leave in accordance with Minnesota law. Such leave shall be taken concurrent with available leave under the FMLA. Seniority shall accrue during such leave, but other benefits shall not accrue or be provided during the leave. Full-time employees shall be eligible for two weeks of paid paternity leave per Marriott's paid parental leave policy under the same terms, conditions and eligibility requirements that such policy is available to other Hotel employees.

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 to perform the essential functions of the job. 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, or on-call employees required to serve on court jury (not grand jury), shall be given a leave of absence for the jury duty period. Employee will be paid the difference between his/her jury pay and the straight-time wages he/she otherwise would have earned, not to exceed four (4) weeks. Any additional jury duty leave would be approved, but unpaid.

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) 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, step child, mother, father, brother, sister, mother-in-law or, father in law, grandparents and grandchild. An employee must also notify the Employer of the need for bereavement leave and, afterwards, of the facts of the bereavement leave. The tip-adjusted rate will be applied.

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 provided the leave does not exceed six (6) months. 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 ten (10) calendar days after completion of Union service. The Employer agrees to grant a ninety (90) day leave of absence to an employee to work for the Union provided the request is in writing with the start date and return date provided, at least two (2) weeks in advance.

12.11 Leave Benefits. In the case of parenting and medical leaves taken pursuant to the Family and Medical Leave Act, coverage for employee benefit plans may continue for the duration of an approved leave of absence, provided employee pays the required contributions during the leave of absence. 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.

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 or any other federal, state or local law. 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
PAID TIME OFF

13.1. Paid Time-Off ("PTO") is a comprehensive time-off policy for eligible employees to use for vacation, holidays, illness or injury, and personal business. It combines traditional vacation, holiday, and paid sick day plans into one (1) flexible, paid time off policy. It is considered wage replacement for times that employees choose to

be away from work for personal reasons. All regular employees are eligible to accrue and use PTO as described in this policy.

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

PTO EARNING SCHEDULE

Employment	<u>Accrual Rate</u> <u>(Hours)</u>	<u>Total Accrual Per Year</u> <u>(Hours)</u>
First day – 12 months (1 st year)	.0615	128 hours (16 eight hour days/year)
13 month through 48 months(Post 1 st year through end of 4 th year)	.0731	152 hours (19 eight hour days/per year)
49 months through 180 months(Post 4 th year through end of 15 th year)	.0924	192 hours (24 eight hour days/per year)
181 months through 300 months (Post 15 th year through end of 25 th year)	.1000	208 hours (26 eight hour days per year)
301 months plus (Post 25 th year)	.1039	216 hours (27 eight hour days per year)

13.3. PTO is accrued on an hourly basis in accordance with the table above. All PTO request are subject to approval by your supervisor.

13.4. A PTO request form must be filled out by the employee, signed by the manager and turned into payroll in order for the PTO to be paid. PTO request shall be approved or denied within seven (7) days of the employee's submission of a PTO request form.

13.5 PTO can be used in minimum increments of one-half (1/2) day. Employees who have an unexpected need to be absent from work should notify their direct supervisor at least two (2) hours before the scheduled start of their workday. The direct supervisor must also be contacted on each additional day of unexpected absence.

13.6. PTO is paid at the employee's base pay rate at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. Tipped Employee PTO Pay Adjustment. Tipped employees paid at the minimum wage rate will be paid the tip adjustment rate of one and one half times the minimum wage rate up to a maximum of \$14.50.

13.7. Carry over and Cash out. At the end of the calendar year, employees may carry over a maximum of one hundred eighty (180) hours of unused PTO to be used in the following calendar year or cash-out up to eighty (80) hours. Employees are expected to request cash out in writing between November 15th and December 15th.

13.8. Accumulation Rights. Associates are encouraged to use their PTO to take time off each year. If they do not, PTO will accrue until the associate has reached a maximum of two hundred (200) PTO hours. At this point, no further PTO will be accrued until the associate uses PTO hours equal to the amount accruable during one (1) month. Exceptions to this policy may be made in unusual circumstances. Each case will be viewed on an individual basis by Employer.

13.9. Terminated Employees. Upon termination of employment, employees will be paid for unused PTO that has been earned and accrued through the last day of work. However, in the event the employee fails to give at least one (1) week notice of resignation, forfeiture of fifty percent (50%) 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.

13.10. 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.

13.11. Scheduling PTO. Employees shall participate in an annual seniority bid for scheduled PTO leave. Each December, Employees shall select PTO time for the upcoming calendar year, subject to established blackout periods. Employees may select up to a maximum of three consecutive weeks during the initial round of bidding.

PTO requests outside of the annual bid process must be submitted no later than the Monday preceding the work week in which it has been requested. Such PTO requests will be granted based on the order in which PTO requests are received and subject to business requirements. Where more than one (1) employee in a job classification request PTO at the same time, PTO will be granted according to seniority. Employer and employee may mutually agree upon the PTO time.

13.12. 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.

13.13. Employees must use their available unused accrued PTO for all scheduled and unscheduled absences. Employees will not be required to use any of the PTO scheduled pursuant to annual bid process. Such scheduled PTO will not be considered available for purposes of Section 13.13.

**ARTICLE 14
STATE AND FEDERAL LAW**

14.1 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.

14.2 Coordination of Legislation. Any laws, legislation, or applicable executive orders, rules or regulations of the City of Bloomington, the State of Minnesota or the United States of America which impact favorably upon employees covered by this Agreement shall be coordinated with the provisions of this Agreement for the purposes of eliminating pyramiding treatment of wages and benefits. If such laws, legislation, etc., excludes individuals covered by a collective bargaining agreement, such exclusion will be applicable to employees covered by this Agreement and the parties shall promptly execute any required waivers.

14.3 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 15
ESL PROGRAM**

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

**ARTICLE 16
MEDICAL EXAMINATIONS**

The Employer may require and pay for physical and medical examinations, including drug testing in compliance with the negotiated Drug and Alcohol Testing policy, 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 17
HEALTH AND WELFARE**

17.1 All full-time bargaining unit employees shall be offered the medical, dental, vision, life, and disability insurance, paid parental leave, as well as dependent and health care spending accounts that are offered to similarly situated Marriott employees

within the same geographical area of the country, upon the eligibility requirements, with the same co-payments, as these same similarly-situated Marriott employees, subject to the plan documents, rules and administrative procedures as may be amended from time to time by the Plan Administrator. Any changes in these plans which are applicable to similarly-situated Marriott employees shall not be subject to negotiation with the Union or the grievance and arbitration process.

The employer subsidy for 2016 and 2017 is in Schedule A. The employer subsidy for the single level Gold Plan will increase to 81% in 2018 and 82% in 2019. The employer subsidy for the single level Silver Plan will increase to 92% in 2018 and 93% in 2019.

ARTICLE 18 RETIREMENT SAVINGS PLAN

All full-time bargaining unit employees shall be offered the opportunity to participate in the same retirement savings plan that is offered to similarly-situated Marriott employees, within the same geographic area of the country, upon the eligibility requirements as generally apply to these same other similarly-situated Marriott employees, subject to the plan documents, rules and administrative procedures as maybe amended from time to time by the Plan Administrator. Any changes in these plans which are applicable to similarly-situated Marriott employees shall not be subject to negotiation with the Union or the grievance and arbitration process.

All full-time bargaining unit employees will receive a match of seventy-five percent (75%) of the first three percent (3%) and fifty percent (50%) of the second three percent (3%) contributed to by the employee.

ARTICLE 19 SUCCESSORS AND ASSIGNS

In the event that the Employer becomes aware of the sale of the Hotel and/or the replacement of the Employer with a new manager or operator, it will communicate the same to the Union with the name of the purchaser and/or new operator when able and permitted to do so.

ARTICLE 20 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 21
TERM OF AGREEMENT**

This Agreement shall be in effect for a period of three (3) years commencing on the 7th day of December 2016 and shall continue to and including the 31st day of October 2019, 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 _____ day of December, 2016.

FOR THE EMPLOYER:
Marriott Hotel Services, Inc.

UNITE HERE Local 17, AFL-CIO

By: _____

Date: _____, 2016

Date: _____, 2016

By: _____

Date: _____, 2016

Date: _____, 2016

SCHEDULE A – WAGE RATES AND BENEFITS

	11/1/16*	11/1/17	11/1/18
AYS Agent			
Hire	13.75	14.16	14.59
12 Month	14.25	14.68	15.12
24 Month		15.00	15.45
36 Month			15.75
Housekeeping			
Hire	12.02	12.47	12.97
12 Month	12.50	13.61	14.16
24 Month		14.27	14.84
36 Month			15.59
Cook			
Hire	17.00	17.51	18.04
12 Month	18.00	18.54	19.10
24 Month		19.00	19.57
36 Month			20.00
Prep Cook			
Hire	14.40	14.83	15.28
12 Month	15.00	15.45	15.91
24 Month		16.00	16.48
36 Month			17.00
Steward			
Hire	12.02	12.47	12.97
12 Month	12.50	13.61	14.16
24 Month		14.27	14.84
36 Month			15.59
Banquet Setup			
Hire	12.02	12.35	12.84
12 Month	12.50	13.39	13.93
24 Month		14.17	14.74
36 Month			15.31
Banquet Server			

	11/1/16*	11/1/17	11/1/18
Hire	Minimum Wage	Minimum Wage	Minimum Wage
12 Month	Minimum Wage	Minimum Wage	Minimum Wage
24 Month		Minimum Wage	Minimum Wage
36 Month			Minimum Wage
IRD Server			
Hire	Minimum Wage	Minimum Wage	Minimum Wage
12 Month	Minimum Wage	Minimum Wage	Minimum Wage
24 Month		Minimum Wage	Minimum Wage
36 Month			Minimum Wage
Bartender			
Hire	11.55	11.55	11.55
12 Month	11.55	11.55	11.55
24 Month		11.55	11.55
36 Month			11.55
Bellstand			
Hire	Minimum Wage	Minimum Wage	Minimum Wage
12 Month	Minimum Wage	Minimum Wage	Minimum Wage
24 Month		Minimum Wage	Minimum Wage
36 Month			Minimum Wage
1. Lead Cook, Lead Steward and Housekeeping Coordinator positions shall be paid \$1.00 above the applicable Cook, Steward, and Housekeeping rate.			
2. IRD shall receive 17% of service charge, no additional delivery fee for IRD deliveries. \$3.00 delivery fee for amenities shall continue.			
3. The Overnight IRD position shall be paid \$1.00 over the IRD Rate			
*Effective 11/1/16 or the ratification date if later.			

SCHEDULE B – BANQUET DEPARTMENT

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.

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

3. 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.

4. Regular Banquet Employees. The Employer shall maintain a regular banquet server list which shall contain all regular banquet servers who work on a fulltime basis. The seniority list of all regular banquet servers shall be posted every three (3) months and upon request of the Union. The Employer shall provide an updated list of all regular banquet servers to the Union upon request.

5. Employer Records. The Employer shall maintain records on all banquets and functions and the amount of service charge deposited with the Employer for the employees along with the actual amount or method of distribution submitted to the employees. An employee or Union representative shall be permitted to review the banquet employee compensation record during usual office business hours.

6. Banquet Employee Compensation. Banquet Staff shall receive the following percent of Banquet service charge:

	Total Banquet Service Charge	Banquet Server	Banquet Housemen	
2016	24.00	13.125%	1.25%	
Effective 5/1/18	24.00	13.50%	1.50%	

*Any future increases in the Banquet service charge shall be negotiated with the Union.

7. Service Charge Pool. The Banquet service charge shall be pooled and divided on a weekly basis. Each banquet server and housemen shall receive an equal portion of the service charge from the respective server and housemen pools and based on total number of hours worked during the week.

8. Re-setting Function Fee. When a banquet function has been set up and then must be moved to a different room and the guest/group pays an additional set-up fee, a \$20 fee will be added to the banquet server pool, and if tables have been set and/or food brought in, a \$10 fee will be added to the banquet set-up pool.

9. Service Charge on Complimentary Functions. Servers and housemen who work a promotional, complimentary, sales promo, or house function for which the Hotel does not charge the guest, will be paid a service charge percentage consistent with the schedule above. The service charge will be calculated on the retail value or menu price of a similar item. This will also apply if the food or beverage is brought in from outside the Hotel.

10. Small Function Fee. A fee of \$50.00 will be added to the banquet server weekly pool when the only function in a day is a group of 12 or less and they are there for more than 5 hours.

11. Banquet Employee Scheduling.

On a six month trial basis, full-time banquet servers shall be scheduled shifts using a single wheel rotational scheduling process. Full-time banquet servers will be scheduled for shifts up to 40 hours per week before part-time and on-call banquet servers will be scheduled. Part-time banquet servers shall be scheduled to the remaining available shifts using the above single wheel rotational scheduling process before on-call servers will be scheduled. Part-time banquet servers who call off or are otherwise unavailable to work scheduled shifts three or more times in a month will be transferred to on-call status. Full-time banquet servers who are cancelled from a shift shall be able to be rescheduled according to seniority ranking for any new shift during the same week that was not on the original weekly schedule, e.g., pop-up shifts.

The hotel will not schedule any banquet server to an a.m. shift that begins less than 8 hours after the end of that server's shift the previous night. The am shift will be assigned to the next available banquet server in the rotation. The skipped banquet server shall be scheduled for the next function that would begin more than 8 hours after the banquet server's pm shift.

Full-time and part-time banquet servers may give away up to five (5) shifts per quarter. The Hotel will first offer such shifts to full-time banquet servers based on seniority followed by part-time banquet servers and on-call banquet servers. If the Hotel is unable to find a replacement for the banquet server who requested to give away the shift, the banquet server will be expected to work the shift. All requests to give away a shift must be received in writing by the banquet management team no later than 48 hours before the shift is scheduled to begin.

At the conclusion of the 6 month trial period, either party may request a meeting to discuss the scheduling process, including any suggested modifications to the same.

12. Schedules. Banquet staff schedules shall be posted by noon on Wednesday for the following week. Schedules shall also be e-mailed upon request.

SCHEDULE C – HOUSEKEEPING DEPARTMENT

1. Room Cleaning. Room Attendants shall not normally be required to clean more than fifteen (15) rooms per eight (8) hour shift. Two room suites shall count as two rooms; three room suites shall count as three rooms. A Hospitality Suite will be counted as four rooms. Room Attendants shall not normally be required to clean more than fourteen (14) total rooms and more than twelve (12) checkout rooms per eight (8) hour shift on Sundays. Employees cleaning more than fourteen (14) rooms or twelve (12) checkouts within their eight (8) hour shift on a Sunday shall be paid the bought room rate set forth in number 3 below.
2. Room Attendants assigned rooms on 3 or more floors shall drop one (1) room.
3. Employees cleaning more than fifteen (15) rooms within eight (8) hours shall be paid Six Dollars (\$6.00) per each additional room.
4. The Employer shall provide sufficient linen, equipment, and cleaning materials to all Housekeeping Employees.
5. If the Hotel renovates rooms, adds significant amenities, or makes any changes which would affect the daily workload of the room attendants, the Hotel agrees to provide the Union with a comprehensive review of the proposed changes at least thirty (30) days in advance. The Parties shall meet and bargain over the impact of those changes.
6. Assistance. When heavy work is to be done and an employee requests assistance, the employee shall continue with other duties until assistance is available. Room attendants must seek assistance with moving/lifting any furniture weighing more than twenty-five (25) pounds. No room attendant shall be required to perform work which requires standing on a ladder. Room Attendants shall be required to use a step stool when changing shower curtains, and as needed to reach things.
7. Vomit/Defecation Pay. Any employee required to clean vomit, defecation, excessive amounts of blood or other bodily fluids, will be paid an additional Fifteen Dollars (\$15.00) for such duty. Such pay will be subject to the approval of a housekeeping manager. Prior to the room attendant cleaning the area, Housekeeping management must be notified and give approval for the additional pay to be paid out.

SCHEDULE D – DECEMBER 3, 2013 MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into by and between Marriott International, Inc. (hereinafter the "Employer"), and UNITE HERE International Union (the "Union"), hereinafter the "Parties."

1. This Agreement shall cover all employees employed in classifications listed in Exhibit A, or in classifications called by different names when performing similar duties, (referred to hereinafter as "Employees") at a hotel to be located at or near the Mall of America in Bloomington, Minnesota (including food and beverage operations subject to the exclusions in Exhibit A to this Agreement) (hereinafter referred to as the "Hotel") which during the term of this Agreement is owned by, operated by or substantially under the control of the Employer. The term "Employer" shall be deemed to include any person, firm, partnership, corporation, joint venture or other legal entity substantially under the control of: (a) the Employer covered by this Agreement; (b) one or more principal(s) of the Employer covered by this Agreement; (c) a subsidiary of the Employer covered by this Agreement; or (d) any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls the Employer covered by this Agreement. The term "Union" shall include any successor organization to Union.

2. The Parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the Employees of their rights under Section 7 of the National Labor Relations Act and to avoid picketing and/or other economic action directed at the Employer in the event the Union decides to conduct an organizing campaign among Employees.

3. The Parties mutually recognize that national labor law guarantees employees the right to form or select any labor organization to act as their exclusive representative for the purpose of collective bargaining with their employer, or to refrain from such activity.

4. The Employer will take a neutral approach with regard to unionization of Employees. The Employer will not do any action nor make any statement that will directly or indirectly state or imply any opposition by the Employer to the selection by such Employees of a collective bargaining agent, or preference for or opposition to any particular union as a bargaining agent.

5. The Union and its representatives will not coerce or threaten any Employee in an effort to obtain authorization cards.

6. If the Union provides written notice to the Employer of its intent to organize Employees covered by this Agreement, the Employer shall provide access to its premises and to such Employees by a reasonable number of representatives of the Union. The Union may engage in organizing efforts in the cafeteria, break rooms, and locker rooms during Employees' non-working times (before work, after work, and during meals and breaks)

and/or during such other periods or at such other places as the Parties may mutually agree upon. "Organizing" includes communicating with Employees before and after recognition of the Union as provided in Paragraph 8.

7. Within ten (10) days following receipt of written notice of intent to organize Employees, the Employer will furnish the Union with a complete list of Employees, including both full and part-time Employees, showing their job classifications, departments, telephone numbers, home addresses, and email addresses, where the Hotel has such information. Thereafter, the Employer will provide updated complete lists monthly.

8. The Union is not presently recognized as the exclusive collective bargaining representative of the Employees. The Union may request recognition as the exclusive collective bargaining agent for such Employees. The Arbitrator identified in Paragraph 13, or another person mutually agreed to by Employer and Union, will conduct a review of Employees' eligible authorization cards and membership information submitted by the Union in support of its claim to represent a majority of such Employees. To be valid, an authorization card must be signed after the date on which the Union sent its written notice of intent to organize. If that review establishes that a majority of such Employees has designated the Union as their exclusive collective bargaining representative or joined the Union, the Employer will recognize the Union as such representative of such Employees. The Employer will not file a petition with the National Labor Relations Board for any election in connection with any demands for recognition provided for in this agreement. The Union and the Employer agree that if any other person or entity petitions the National Labor Relations Board for any election as a result of or despite recognition of the Union pursuant to this Paragraph, (a) the Employer and the Union will each request that the NLRB dismiss the petition on grounds of recognition bar or, if they have agreed to a collective bargaining agreement covering Employees at the time the petition is filed, on grounds of contract bar, (b) if the petition is not dismissed, the Employer and the Union shall agree to a full consent election agreement under Section 102.62(c) of the NLRB's Rules and Regulations, and (c) the Employer and the Union shall at all times abide by the provisions of this Agreement except that the Union may file unfair labor practice charges.. Except as provided above, the Union and the Employer will not file any charges with the National Labor Relations Board in connection with any act or omission occurring within the context of this agreement; arbitration under Paragraph 13 shall be the exclusive remedy.

9. If the Union is recognized as the exclusive collective bargaining representative as provided in paragraph 8, negotiations for a collective bargaining agreement shall be commenced immediately and conducted diligently and in good faith to the end of reaching agreement expeditiously. If the parties are unable to reach agreement on a collective bargaining agreement within 180 days after recognition, but not before the hotel has been open for one year from the full public opening, or such other mutually agreeable period of time pursuant to this Paragraph, all unresolved issues shall be submitted to mediation, which shall occur within 30 days, and if unsuccessful in reaching resolution, to fact-finding before the arbitrator identified in Paragraph 13 (unless another

neutral is mutually selected). The fact finder shall issue recommendations within 30 days. The results of neither mediation nor fact finding shall be binding or subject to appeal.

The Employer's communications with Employees about collective-bargaining negotiations shall be limited to truthful statements without omission of material fact; drafts of such communications shall be provided the Union at least 24 hours in advance. If the Union finds such statements objectionable, it may obtain emergency review by the arbitrator named in Paragraph 13.

If the Employer fails to adopt the factfinder's recommendation within 14 days of receiving it, then it shall: (1) give the Union at least 15 days' notice prior to unilateral implementation of Employer's last offer; (2) each month that the dispute continues, disclose to all customers booked for business with the Employer within the next six months the existence of a labor dispute, along with disclosure of the Employer's rejection of the fact finder's recommendation; and (3) assume responsibility for all of the fact finders' fees. If the Employer accepts but the Union rejects the factfinder's recommendation then the Union will disclose this in any publicity it releases about the dispute and shall assume responsibility for all of the fact finders' fees.

10. During the term of this Agreement, the Union and its members will not engage in any boycott or other activity advising customers not to patronize Hotel, and the Employer will not engage in a lockout of the Employees. If the Employer recognizes any union besides Union as the exclusive collective bargaining representative of Employees, or any of them, this paragraph shall terminate immediately and without notice.

11. In the event that the Employer sells, transfers, or assigns all or any part of its right, title, or interest in the Hotel or substantially all of the assets used in the operation of the Hotel, or in the event there is a change in the form of ownership of the Employer, the Employer shall give the Union reasonable advance notice thereof in writing, and the Employer further agrees that as a condition to any such sale, assignment, or transfer, the Employer will obtain from its successor or successors in interest a written assumption of this Agreement and furnish a copy thereof to the Union, in which event the assignor shall be relieved of its obligations hereunder to the extent that the assignor has fully transferred its right, title, or interest.

12. The Employer shall incorporate the entirety of paragraphs 4, 6, 7, 8, 9, and 11 of this Agreement in any contract, subcontract, lease, sublease, franchise agreement, operating agreement or any other agreement or instrument giving a right to any person to operate any enterprise in the Hotel employing employees in classifications listed in Exhibit A, or in classifications called by different names when performing similar duties, and shall obligate any person taking such interest, and any and all successors and assigns of such person, to in turn incorporate said paragraphs in any further agreement or instrument giving a right as described above. The Employer shall enforce such provisions, or at its option, assign its rights to do so to the Union. The Employer shall give the Union written notice of the execution of such agreement or instrument and identify the other Party(ies) to the transaction within 15 days after the agreement or instrument is signed. The terms

"Employer" and "Hotel" shall be modified in such agreement or instrument to conform to the terminology in such agreement or instrument but retain the same meaning as in this Agreement, and the terms "Employer" and "Employees" as used herein shall be modified to refer, respectively, to the person or persons receiving a right to operate an enterprise in the Hotel and the employees of such person or persons.

13. The Parties agree that any disputes over the interpretation or application of this Agreement shall be submitted to expedited, final and binding arbitration with John Remington serving as the permanent arbitrator. If he is unavailable to serve the Parties will mutually agree to another arbitrator within five (5) days of learning that Mr. Remington cannot serve. If the Parties are not able to agree, the Parties will obtain a panel from FMCS of five arbitrators who are members of the National Academy of Arbitrators with an office or residence in Minnesota and select another arbitrator as the permanent alternate through striking. The arbitrator shall have the authority to determine the arbitration procedures to be followed. The arbitrator shall also have the authority to order the non-compliant Party to comply with this Agreement. The United States District Court for the District of Minnesota shall have exclusive jurisdiction in any action concerning arbitration under this Agreement. The Parties hereto agree to comply with any order of the arbitrator, which shall be final and binding, and furthermore, the Parties consent to the entry of any order of the arbitrator as the order or judgment of the court, without entry of findings of fact and conclusions of law.

14. This Agreement shall be in full force and effect from the date it is fully executed on behalf of the Employer and the Union until five years from the full public opening of the hotel, or sooner, upon execution of a collective bargaining agreement. However, if a collective bargaining agreement is executed for positions other than positions in the Freestanding Restaurant, this Agreement will continue in effect as to the Restaurant for the full five-year time frame if the Restaurant is not timely outsourced as provided in Exhibit A. The Employer and the Union shall at all times abide by the provisions of this Agreement during its term.

IN WITNESS WHEREOF, the Parties hereto by their duly designated representatives have hereunto set their hands.

FOR THE EMPLOYER:

Marriott International, Inc.

By: Nancy C. Lee
 Its: Senior Vice President
Deputy Gen Counsel
 Date: 12/3/13

FOR THE UNION:

UNITE HERE International Union

By: [Signature]
 Its: President
 Date: 12/4/13