

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**RB MINNEAPOLIS MANAGEMENT, LLC  
(d/b/a RADISSON BLU MINNEAPOLIS  
DOWNTOWN)**

**And**

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

**November 11, 2014 - November 10, 2019**

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## **AGREEMENT**

This Agreement is between the RB MINNEAPOLIS MANAGEMENT, LLC (d/b/a RADISSON BLU MINNEAPOLIS DOWNTOWN) [EMPLOYER], and UNITE HERE Local No. 17 [LOCAL 17]. EMPLOYER and the LOCAL 17 agree as follows:

### **PREAMBLE**

§1. **Stable Employee Relations.** LOCAL 17 represents the employees of EMPLOYER. EMPLOYER and LOCAL 17 desire to establish and insure a peaceful, speedy and orderly adjustment of differences and grievances. The parties seek to provide meaningful, healthful and profitable employment. Both desire stable employee relations and to contribute to the economic progress of the community.

§2. **LOCAL 17 Recognition of the Highest Principles of Hospitality Service and EMPLOYER Recognition of the Highest Principles of Employee and Labor Relations.** LOCAL 17 recognizes that EMPLOYER is engaged in professional hospitality for profit and is dedicated to the highest principles of hospitality. LOCAL 17 recognizes EMPLOYER's desire that every guest has the best experience possible, and will work with EMPLOYER to achieve performance excellence as reflected by the AAA 4 Diamond rating, Medallia Guest Survey and various other recognitions. Accordingly, LOCAL 17 agrees to encourage its members to continue EMPLOYER's high standards of hospitality. Accordingly, the parties agree to the following principles for the success of EMPLOYER and the well-being of EMPLOYER's employees. These principles shall be used as guidelines and foundations for the interpretation and operation of this Agreement:

- **Pay and Benefits.** EMPLOYER will endeavor to provide pay and benefits commensurate with the high levels of hospitality service it requires.

- **Job Security.** Job security will be encouraged so employees of EMPLOYER feel confident they have the opportunity for a long-term career.
- **Training.** EMPLOYER will continue its existing training programs and will strive to help its employees, including non-English speaking employees, acquire the skills and confidence necessary for them to provide the quality of service required by EMPLOYER.
- **Discipline.** Discipline will not be capriciously administered and will be tempered with fairness.
- **Grievances.** Grievances will be handled fairly and promptly by EMPLOYER. If top-level representatives of LOCAL 17 believe there are problems creating too many grievances, EMPLOYER'S management will meet with LOCAL 17 for the purpose of devising a system to solve the problems.
- **Supervisors.** Supervisors will treat workers with dignity, and workers will freely communicate with their supervisors.
- **Labor/Management Meetings.** Frequent top-level meetings shall be held to foster an atmosphere of mutual trust. Such an atmosphere shall help LOCAL 17 represent the employees in the most effective way for the benefit of employees and EMPLOYER.
- **Employee Attitude.** All employees shall try to be courteous to guests, and provide professional hospitality service for profit. Employees shall have a "YES I CAN®" attitude. They should be willing to do whatever is necessary to provide quality service. Employees should know that the key to success is repeat business and should strive to make guests want to return. Employees will be encouraged to smile. Employees will ensure that guests take priority over all other tasks.
- **Services.** EMPLOYER's employees and their supervisors will be trained to know every service the hotel provides to guests.

- **Incentives.** EMPLOYER shall strive to provide economic incentives to all employees who are successful in causing guests to return.
- **Building.** EMPLOYER and the employees shall strive to ensure that the building is pleasing to the eye and is well kept.
- **Tools & Supplies.** EMPLOYER agrees to provide the employees with the necessary tools and supplies for them to perform their work assignments in an efficient and dignified manner.
- **Economic Success.** Employees and management should be educated in what makes EMPLOYER successful.
- **Common Goals.** EMPLOYER, LOCAL 17, and the employees shall work together so that professional hospitality service will be delivered to guests. The goal is for EMPLOYER to be among the best in the hotel business.
- **Respect and Dignity.** LOCAL 17 and EMPLOYER recognize that workers in the hospitality industry are professional employees deserving of the highest regard. LOCAL 17 and EMPLOYER will work together to honor the principles of respect and dignity. The Parties agree that the continued success and operation of this establishment is dependent upon their mutual respect for one another's work.

### **PURPOSE & COVERAGE**

§3. **Purpose.** The purpose of this Agreement shall be to:

- achieve mutual understanding, harmony and cooperation among LOCAL 17, EMPLOYER and its employees;
- provide sound working conditions for the employees;
- secure a prompt and fair disposition of grievances;
- eliminate all interruptions of work and interference with the efficient operation of EMPLOYER;



- obtain maximum efficiency in the hotel;
- ensure excellent and superior guest relations and service; and
- set forth the Agreement covering rates of pay, hours of work and conditions of employment to be observed by the parties during this Agreement.

§4. **Coverage.** On June 28, 1988, the Minnesota Bureau of Mediation Services certified the bargaining unit as consisting of: "All employees of the RADISSON including food, steward, beverage, service, housekeeping, telephone operators, front desk clerks, and hotel maintenance or repair departments; but excluding all clerical employees, such as secretarial, accounting, personnel, room sales, catering sales, clerical; supervisors as defined by the National Labor Relations Act; sales employees; managerial employees; guards and professional employees." Based on this certification, the following job classifications at RADISSON are covered by this bargaining Agreement:

- |                                |                                 |
|--------------------------------|---------------------------------|
| · Guest Service Representative | Kitchen Utility                 |
| · Night Desk Clerk             | Restaurant Server               |
| · Bell Captain                 | Restaurant Bus Person           |
| · Bell Person                  | Restaurant Cashier              |
| · Door Person                  | Server                          |
| · Telephone Operator           | Bus Person                      |
| · Room Cleaner                 | Room Service Server             |
| · Public Space Cleaner         | Room Service Ordertaker/Cashier |
| · Laundry Worker               | Banquet Set-Up Supervisor       |
| · Uniform Attendant            | Banquet Set-Up                  |
| · Linen Runner                 | Banquet Server                  |
| · Turndown Housekeeper         | Banquet Bartender               |
| · Laundry Supervisor           | Banquet Captain                 |

- Cook III Lounge Cocktail Server
- Cook II Lounge Bartender
- Cook I Restaurant Bartender/Cocktail Server
- Utility Cook Receiving Clerk
- Pantry Storeroom Clerk
- Cafeteria Attendant Maintenance Engineer
- Asst. Maintenance Engineer Engineering Utility Person
- Floor Care Specialist Painter/Finisher

§5. **Excluded Classifications.** Based on the Minnesota Bureau of Mediation Services certification, the following job classifications at the hotel are excluded by this bargaining Agreement:

- Front Office Supervisor Security Officer
- Concierge Sales Secretary
- Reservations Human Resource Assistant
- Housekeeping Supervisor Health Club Attendant
- Sr. Accounting Clerk Catering Secretary
- Accounts Receivable Steward Supervisor
- Accounts Payable Restaurant Supervisor
- General Cashier/Payroll Night Auditor

### **COMPLETE AGREEMENT**

§6. **Complete Agreement.** The express provisions of this Agreement constitute the complete collective bargaining contract which shall prevail between EMPLOYER and LOCAL 17 with respect to wages, hours of work and other conditions of employment. This Agreement may be modified only by a written document signed by the parties.

§7. **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.

§8. **Cooperation.** EMPLOYER and LOCAL 17 agree to work together to enhance EMPLOYER's business and to improve conditions under which employees work. LOCAL 17 agrees to cooperate with 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.

### **MANAGEMENT RIGHTS**

§9. **Management Rights.** EMPLOYER and LOCAL 17 specifically agree that EMPLOYER shall have the right to direct the workforce and to determine the policies and methods of operating except as expressly limited by the specific provisions of this Agreement. Such management rights and responsibilities shall include, but not be limited to, the following:

- The right to select the employees it will hire;
- The right to establish or revise work schedules;
- The right to determine the size and composition of its working force;
- The right to determine the number and type of equipment, material, products, and supplies to be used or operated;

- The right to discipline or discharge employees for just and reasonable cause;
- The right to determine assignments of work related to the needs of;
- The right to discontinue all or any part of its business operations for business purposes (the parties agree to bargain over the effects of EMPLOYER's decision);
- The right to cease any job and the right to reduce or cease any department or operation for business purposes (the parties agree to bargain over the effects of EMPLOYER's decision);
- The right to introduce new, different or improved methods and procedures in its operations;
- The right to promote or transfer based on business needs;
- The right to be the final judge of the qualifications of new applicants with the absolute right to determine whom it will hire; and
- The right to otherwise generally manage its operation in an efficient manner for business purposes.

§10. **Other Union Agreements.** Whenever LOCAL 17 negotiates an agreement with a hotel or motel, a copy of such agreement shall be delivered to EMPLOYER's designated representative.

### **UNION RIGHTS**

§11. **Union Recognition and No Individual Agreements.** EMPLOYER recognizes LOCAL 17 as the duly certified bargaining agent of those employees covered by this Agreement. 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.

§12. **Union Shop.** It shall be a condition of employment for all employees covered by this Agreement that all employees who are members of LOCAL 17 on the effective date of this agreement shall remain members of LOCAL 17 or pay fees in lieu thereof. Furthermore, any of these employees who are not members of LOCAL 17 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 LOCAL 17 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 LOCAL 17 or pay fees in lieu thereof.

§13. **Check-Off.** EMPLOYER shall check-off monthly union dues and initiation fees and/or other required fees in a manner according to procedures agreed upon between EMPLOYER and the representatives of LOCAL 17, 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 respective 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 respective Union with the monthly billings.

§14. **Voluntary Check-off of Political Contributions.** EMPLOYER agrees to deduct from the wages of its employees who are members of LOCAL 17 and who have voluntarily authorized such contributions on forms provided for that purpose, contributions to the Union's separate segregated political funds. The amounts deducted pursuant to such authorization shall be transmitted monthly together with a list of names of employees from whom deductions were made. Such sums shall be transmitted separate and apart from any dues money to UNITE HERE TIP

CAMPAIGN COMMITTEE - UNITE HERE International 275 7th Avenue, NY, NY 10001.

§15. **Indemnification.** The Union shall indemnify 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 EMPLOYER for purposes of complying with the above four provisions or in reliance of any authorization or list which shall be furnished to EMPLOYER by the Union under any of such provisions.

§16. **Union Stewards.** EMPLOYER recognizes the right of LOCAL 17 to select Shop Stewards. LOCAL 17 shall notify EMPLOYER in writing of the names of the Shop Stewards. All Shop Stewards shall be required to fulfill their obligations to EMPLOYER and EMPLOYER's guests and to perform their job duties as any other employee covered by this Agreement. Shop Stewards shall not interrupt employees while working. Shop Stewards shall report violations of this Agreement to EMPLOYER and to LOCAL 17 and shall be entitled to assist in the handling of grievances. Shop Stewards shall not, however, interfere with the management of the business or direct the work of any employee. Shop Stewards shall not have the authority to alter, amend or modify any terms or provisions of this Agreement.

§17. **Union Visitation.** LOCAL 17 Officers and Business Agents shall be privileged to visit the premises of EMPLOYER, generally non-working areas, at all hours for the transaction of official Union business. LOCAL 17 Officers and Business Agents shall text or email in advance to notify either the Human Resources Director or General Manager of their presence upon the premises and shall not interrupt employees while working.

§18. **Bulletin Board.** EMPLOYER agrees to provide a space in which LOCAL 17 may place a bulletin board for the posting of all their communications in a conspicuous area frequented by employees, provided such material is not

detrimental to the labor-management relationship and EMPLOYER receives a copy of any material prior to posting.

§19. **Union Buttons.** All employees shall be permitted to wear their official union and/or official steward button, provided the button size is no larger than one (1) inch in diameter.

§20. **Copies of Agreement.** EMPLOYER will provide a copy of this Agreement to all new hires along with EMPLOYER's handbook and/or rules. LOCAL 17 will provide a sufficient number of copies of this Agreement to EMPLOYER for this purpose.

### **NO STRIKES OR LOCKOUTS**

§21. **No Strikes or Lockouts.** LOCAL 17 agrees that there *shall not be* any strike, sympathy strike, stoppage of work, slow downs, boycotts, refusal to handle merchandise, picketing of EMPLOYER or other interruption of work or interference with EMPLOYER during the term of this Agreement or any extension; and 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 prohibited by this section shall be considered just and reasonable cause for discharge or other disciplinary action to be determined by EMPLOYER and subject to the Grievance and Arbitration Procedure of this Agreement. LOCAL 17 further agrees that it will notify and direct employees engaged in any unauthorized strike or work stoppage in violation of this Agreement to return to work immediately.

§22. **Jurisdictional Dispute.** It is agreed that any jurisdictional dispute between any union or unions involved with this Agreement shall not result in interference with the business of EMPLOYER in any manner.

## WAGES & JOB CLASSIFICATIONS

§23. **Minimum Rates.** The minimum rates of pay for the job classifications covered by this Agreement are set forth in Appendix A **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 and established by past practice.

§24. **Full-Time Payroll Employees.** Regular full-time payroll employees are employees who have completed their probationary period and work an average of twenty (20) hours per week or more.

§25. **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. EMPLOYER shall notify the Union of any such increases.

§26. **New Classifications.** When EMPLOYER establishes a new classification, or a combination of classifications, within the scope of this Agreement, LOCAL 17 shall be notified and the rate of pay for the new job classification shall be subject to negotiation with LOCAL 17. If the parties fail to reach agreement, the matter shall be pursued through the Grievance and Arbitration Procedure.

§27. **Higher Rate.** An employee shall be paid the higher rate of pay for all work performed in a higher paid 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.

§28. **Gratuities.** All gratuities shall be the sole property of the serving person or persons. EMPLOYER shall not require employees to divide tips nor shall an employee be required to absorb any discount assessed by the bank on credit card charges. Employees shall reimburse EMPLOYER tips paid on returned credit card



charges provided proof of guest's failure to pay EMPLOYER is shown to the employee.

§29. **A La Carte Compensation.** If EMPLOYER wishes to change the method of compensation for ala carte service persons, EMPLOYER agrees to negotiate with LOCAL 17 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 Grievance and Arbitration Procedure.

### **REST BREAKS, MEALS, UNIFORMS, AND EMPLOYEE AREAS**

#### §30. **Rest Breaks.**

- a) An employee scheduled to work a shift of four consecutive hours or more duration shall be provided a duty free ten (10) minute rest period for each four (4) hours worked.
- b) Time allowed for rest periods shall be treated as paid time.

#### §31. **Meals.**

- a) Employees shall receive meals free of charge which are palatable and wholesome. A selection of meal items shall be available to include at least one hot entrée. The meal should be served under clean and sanitary conditions.
- b) Meal periods which are duty free shall be an uninterrupted one-half (1/2) hour for which the employee will clock out and will not be entitled to compensation. If employees are required to work or be on-call during any portion of the meal period, they shall receive their regular hourly rate for the entire meal period. Present meal periods shall not be expanded in order to defeat the purpose of this section.
- c) Time off for meals shall be provided between three (3) and five (5) hours from the beginning of the shift whenever practicable.
- d) EMPLOYER encourages employees to offer feedback regarding the quality of the food.

#### §32. **Uniforms.**

- a) Employer shall provide uniforms to employees and shall provide for the laundering and upkeep of the uniforms at no cost to the employees. For Bell

Persons and Stewards, if required to work outside, the uniform shall include winter jackets.

- b) Water repellant aprons, gloves and rubber boots will be available to any employee in any area who requests these items.

§33. **Business Costs.** Employees shall not have unauthorized deductions made from their checks in violation of applicable laws, including Minnesota and Federal Statutes.

§34. **Employee Areas.** EMPLOYER shall maintain dining areas and locker rooms for employees in conformity with the requirements of the applicable sanitary code regulations and health ordinances. EMPLOYER will provide individual lockers for all regular employees.

§35. **Locker Inspection.** A properly designated LOCAL 17 representative may accompany management representatives in the event finds it necessary to inspect lockers. No advance notice of such inspection is required and the parties agree that an inspection need not be postponed when a LOCAL 17 representative is not readily available

§36. **Lost and Found.** When an item is found between 9 a.m. - 5 p.m., the employee must communicate to Housekeeping immediately and turn it into Housekeeping promptly but no later than the end of the shift. When an item is found after 5 p.m. – 9 a.m., the employee must communicate to front desk immediately and turn it into the front desk promptly but no later than the end of the shift. When an employee turns in any lost article including cash, Employer will log the article and the employee's name within the appropriate log. Employer will notify the employee if the item has been claimed by the owner. If the article is not claimed by the owner after sixty (60) days, the article may be claimed by the employee who found it and turned in the item.

## **HOURS OF WORK & OVERTIME**

§37. **No Guarantee.** This article is intended to indicate the normal number of work hours. It shall not be construed as a guarantee of minimum or maximum of hours of work per day or per week, the number of days of work per week, or of working schedules; however, this section is subject to the article on seniority.

§38. **Standard Workweek.** The standard work week shall consist of forty (40) hours of work, on five (5) days which shall be consecutive except for classifications where EMPLOYER has permitted the employees to work forty (40) hours of work, on four (4) ten (10) hour days. EMPLOYER's standard workweek shall be one hundred and sixty eight (168) hours beginning at 12:01 a.m. Monday through 12:00 midnight Sunday.

§39. **Standard Workday.** The standard workday shall be eight (8) working hours within eight and one-half (8 ½) on EMPLOYER's premises unless EMPLOYER has permitted the employees to work four (4) ten (10) hour days, the standard workday shall be ten (10) working hours within ten and one-half (10 ½ ) hours on EMPLOYER's premises.

As an exception to the above, employees working in the classification of server may be scheduled to work split shifts by mutual agreement between the employee and EMPLOYER

§40. **Overtime Work.**

- a) **Unscheduled Overtime.** Overtime shall be offered on the basis of seniority to those employees on duty except where business conditions make it impracticable to do so. If EMPLOYER is unable to meet its overtime staffing requirements through the use of volunteers, it may require employees to perform the overtime work starting with the least senior qualified employee, except where business conditions make it impracticable to do so.
- b) **Scheduled Overtime.** Scheduled overtime shall be offered on the basis of seniority in the classification and required of the least senior employee in the

classification. This provision shall coordinate with the 6th and 7th day premium pay provisions of this Agreement, where applicable.

§41. **Overtime Pay.** All nonexempt employees (for Federal and Minnesota wage & hour law purposes) covered by this Agreement shall receive overtime pay for all hours worked in excess of forty (40) hours per standard workweek consistent with applicable wage & hour law.

§42. **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.

§43. **Daily Premium Pay.** All employees shall receive premium pay of time and one-half (1 ½) their regular straight-time hourly rate of pay for all hours worked in excess of eight (8) hours per day except for classifications where EMPLOYER has permitted the employees to work four (4) ten (10) hour days, which employees shall receive premium pay of time and one-half (1 ½) their regular straight-time hourly rate of pay for all hours worked in excess of ten (10) hours per day.

§44. **Premium Pay for 6th and 7th Day.**

- a) **7th Day** - All non-exempt employees shall receive premium pay at the rate of time and one-half (1 ½) their regular straight-time hourly rate of pay for all hours worked on the employee's 7th consecutive day of work.
- b) **6th Day** - All non-exempt employees shall receive premium pay at the rate of time and one-half (1 ½) their regular straight-time hourly rate of pay for all hours worked on the sixth consecutive day; provided, however, that if the employee works this sixth day because of the employee's own request for a schedule change, or as a consequence of a request for a schedule change by another employee, then that employee shall not receive premium pay for that sixth (6th) day.

§45. **Night Premium.** All non-exempt employees shall receive premium pay \$1.00 over contract rate for regularly scheduled shifts starting between 9:00 p.m. and 12:00 a.m.

§46. **Regular Rate of Pay.** It is specifically agreed by LOCAL 17 and EMPLOYER that any meals, uniforms, rooms and/or laundering and maintenance of uniforms furnished by 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.

§47. **Gratuity, Service Charge Definitions.** The words "Gratuity" and "Service Charge" shall be defined in accordance with applicable laws. In general, a "Gratuity" is a cash payment or tip left by a customer, at his or her discretion, to a particular employee in recognition of the service rendered by the employee to that guest. A "Gratuity" is the property of the employee. A "Service Charge" is a charge set by EMPLOYER in advance of the time service is rendered as to which the customer has no discretion and must pay without regard to the quality of the service or in recognition of service provided by a particular server. A "Service Charge" is the property of EMPLOYER.

§48. **Delivery Charges.**

- a) EMPLOYER shall pay a flat \$3.00 to Room Service Server(s) for each in room amenity delivery provided by the house.
- b) EMPLOYER shall pay up to \$2.00 per room for other amenity deliveries, when such can be negotiated and collected from the customer.
- c) EMPLOYER shall pay Bell Person(s) a flat \$10.00 for newspaper delivery (irrespective of the number of papers delivered).
- d) Tour group luggage - EMPLOYER will pay up to \$2.00 per person, in and out, when such can be negotiated and collected from the customer for the handling of tour group luggage.

§49. **Work Schedules.** All work schedules shall be posted three (3) days prior to the first day of the schedule.

§50. **Replacements.** EMPLOYER shall be responsible for scheduling replacements. If an employee proposes a replacement such substitute must be approved in advance.

§51. **Report-In Pay.**

- a) An employee who reports for work as scheduled, but who is released within the first four hours of the shift due to an absence of work, shall receive a minimum of four (4) hours work or four (4) hours of pay for that day at the employee's regular hourly rate. If an employee volunteers or requests to go home early, the employee is not entitled to report-in pay.
- b) If EMPLOYER determines prior to the beginning of the shift that scheduled employee(s) are not needed for the shift, EMPLOYER shall give notice not to report. Such notice shall be given at least two (2) hours in advance of the start of the shift, by calling the employee's phone number on record. If EMPLOYER fails to notify such employee two (2) hours in advance of the scheduled start time, and the employee reports to work, the employee shall be entitled to report-in pay.
- c) No employee shall be entitled to report-in pay or other pay or benefits 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 EMPLOYER.

§52. **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 two (2) 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 (6) or seventh (7) day premium or daily overtime payment.

§53. **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 EMPLOYER one (1) week in advance whenever possible. Employees shall provide proof of necessary time off at EMPLOYER s request.

§54. **Sick Pay.** All regular, full-time employees covered by this Agreement who have worked for EMPLOYER for at least 90 days, will start accumulating sick pay at the rate of one-half day per month. As of January 1, 2016 a maximum of six days of sick pay can be accumulated. At that time, no more sick pay is accrued until the employee has used a portion or all of the six days. When this occurs, the employee will again begin to accumulate sick pay at the rate of one-half day per month until the six day maximum is again reached. The accrual rate of one-half day is defined as one-half of the employee's average work day. Employees with more than six sick days accrued as of December 31, 2015, will retain their balance until balance falls below six days.

Accumulated sick pay may be used beginning on the second day of an illness or injury. If the illness or injury necessitates four or more days of absence, sick pay for the first day may be paid, provided there is accumulated time available. Accumulated sick pay, not to exceed four hours per appointment, may be used for medical or dental appointments with supervisors' approval. Accumulated sick pay may be used before vacation if employee is out on approved medical leave of absence. Accumulated but unused sick pay is not payable upon termination. The employee is responsible for requesting the amount of earned sick pay desired.

§55. **Discontinuance of Business.** If it is necessary to temporarily close down for remodeling, close down for a month or more due to lack of business, or permanently close any part of the hotel, 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 EMPLOYER. If EMPLOYER fails to give affected employees the two (2) weeks' notice, and no suitable alternative employment is provided, these employees shall receive one (1) weeks pay and up to two (2) weeks pay in lieu of the required notice, pro-rated by the period of

notice actually given. The parties acknowledge that unexpected fluctuations of business are beyond the control or knowledge of EMPLOYER in the application of this section.

## **BENEFITS**

### **§56. Health and Welfare.**

a) EMPLOYER agrees to contribute to the Greater Metropolitan Hotel Employers-Employees Health and Welfare Fund (hereinafter “Fund”). The limits of such contribution shall be as follows:

- Effective December 1, 2015, EMPLOYER agrees to contribute to the Fund two dollars and seventy cents (\$2.70) for each hour paid to all employees under the jurisdiction of this Agreement.
- EMPLOYER agrees to contribute \$688.50 to the Fund by October 15, 2015, for 255 hours paid in September 2015, per employee enrolled in Carlson health benefits as of October 31, 2015, making those employees eligible for benefits through the Fund November 1, 2015. All other employees must earn eligibility based on hours paid starting on November 1, 2015. EMPLOYER shall not provide any benefits through the Carlson plan after November 1, 2015.
- Effective May 1, 2016, EMPLOYER agrees to contribute to the Fund two dollars and eighty-five cents (\$2.85) for each hour paid to all employees under the jurisdiction of this Agreement.
- Effective May 1, 2017, EMPLOYER agrees to contribute to the Fund three dollars (\$3.00) for each hour paid to all employees under the jurisdiction of this Agreement.
- Effective May 1, 2018, EMPLOYER agrees to contribute to the Fund three dollars and fifteen cents (\$3.15) for each hour paid to all employees under the jurisdiction of this Agreement.

b) Initial Eligibility & Qualifying Period. Employees who are paid 255 hours or more within a three (3) month or less time period are eligible for Health and Welfare benefits through the Fund. The effective date of coverage is on the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) month following the end of the prescribed time period for which 255 hours of contributions have been paid by Employer, into the Fund. Eligibility is maintained by a minimum of eighty-five (85) paid hours per month, on a rolling three (3) month average.



- c) Benefits. The Fund Trustees are expressly authorized to adjust benefit levels and/or eligibility for same to maintain the solvency of the Fund.
- d) Employer Obligation. EMPLOYER's obligation to contribute to the Fund is limited to the amount of contribution specified above.
- e) Premium. 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.
- f) Bound to Trust Agreement. 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 Fund, except to the extent it conflicts with paragraph c above, 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 except to the extent it conflicts with paragraph c above.
- g) Delinquent Payments. The failure, refusal or neglect of EMPLOYER to report and pay the Fund the contribution required herein on or before the tenth (10<sup>th</sup>) day of the month following the month in which the employee worked, shall subject 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 attorney's fees and costs incurred in the collection of the delinquency; provided 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 EMPLOYER's failure to pay the contribution required herein, EMPLOYER shall be liable and responsible for any claim for benefits to which the employee would otherwise have been entitled.
- h) Delinquency Enforcement. In enforcing EMPLOYER's obligation set forth in this Article after due notice to 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 this Agreement prior to initiating an action for legal and/or equitable relief.
- i) Audits. The Trustees of the Fund shall have the right to audit and inspect EMPLOYER's payroll, social security tax withholding or other such records of EMPLOYER, as may be deemed necessary by the Trustees in order to determine EMPLOYER's compliance with the terms and provisions of this Article.
- j) 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.

- k) National Health Program. Should 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 EMPLOYER shall be permitted to cease its contribution to the Fund.

§57. **401(k)**. EMPLOYER shall maintain for the benefit of employees a 401(k) Plan. EMPLOYER shall be bound by all of the terms and provisions of the plan documents. The plan documents, including amendments and all rules and procedures, are hereby incorporated by reference in this Agreement and their terms and provisions shall be binding upon EMPLOYER as if they were fully set forth in this Agreement.

### **SENIORITY**

§58. **Definition**. Seniority shall mean continuous length of service within a particular job classification at EMPLOYER from the first day of work in that classification as covered by this Agreement after completing probation. Such classifications are set forth in Appendix B (Seniority Classifications), incorporated herein. Employees who work on an intermittent basis in another classification shall not build seniority in that classification.

§59. **Same Start Date**. In the event that 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.

§60. **Probationary Period - New Employees**. Any new employee shall be employed on a sixty (60) day trial or probationary basis, during which time she/he may be discharged without recourse provided, however, that this probationary period will be automatically extended an additional thirty (30) days after written

notice to LOCAL 17 and the employee of such extension and the reason therefore. After the trial period, she/he shall be placed on the seniority list and her/his seniority shall then date from the first day of her/his current period of employment.

§61. **Probationary Period - New Classification.** An employee promoted to a higher classification shall serve a twenty (20) working days probationary period. During the probationary period, EMPLOYER may return the employee to their previously held position, including classification and schedule, for inability to perform the duties of the new job, or the employee may elect to return to their previously held position, including 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.

§62. **Areas of Seniority.** EMPLOYER and LOCAL 17 agree to recognize seniority in the following areas:

- a) **Layoff and Recall.** During layoffs or reductions in the work force, the employee with the least job classification seniority in the job classification affected shall be laid off first. When the work 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.
- b) **Bumping.** Bumping shall not be permitted except in cases of layoff.
- c) **Notice of recall.** Where an employee is notified at the time of layoff when she/he is to report back to work, she/he will promptly report at such time without further notice. When an employee is not notified at the time of layoff when she/he is to report back to work, she/he shall be given three (3) days notice of when to report back to work, if the period of layoff has been less than fourteen (14) days. If the layoff period extends for fourteen (14) days or more, the 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 EMPLOYER by the employee. While

waiting for an employee to report back to work, EMPLOYER may utilize any other available person to perform the work.

d) Vacation Scheduling. Scheduling vacation time within each department shall be based upon seniority in the job classification.

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) Seniority Holidays. 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 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.

g) Promotions. In the case of two (2) or more employees being equally qualified, seniority shall be the deciding factor for determining promotions.

h) Bartenders: Reduced Hours. Bartenders, whose hours have been 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.

§63. Use of Part-Time Employees. Where practical, 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 EMPLOYER is required to meet the report-in provision (section 51), 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 EMPLOYER's operations.

§64. **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 she/he was last transferred.

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

- a) Voluntary quitting.
- b) Discharge for cause.
- c) Failure to return to work after recall as provided.
- d) Failure to return to work promptly at the end of an authorized leave of absence, unless due to an Act of God.
- e) Remaining on layoff for longer than twelve (12) months.
- f) Terminates employment from the regular schedule and works on an intermittent call-basis only.
- g) Is absent for three (3) workdays without reporting to EMPLOYER the reasons for the absence.

§66. **Seniority List.** EMPLOYER shall furnish an accurate seniority list to LOCAL 17 within ten (10) days of the date on which this Agreement is signed. Thereafter, EMPLOYER shall notify LOCAL 17 of each employee who has been separated from employment and upon request a list of employees and their classifications. A separate list for extra banquet servers will also be provided.

§67. **Job Openings.** The parties agree that promotions from within the bargaining unit are preferable to hiring from outside the bargaining unit, recognizing that special skills may require external hiring in certain situations. EMPLOYER shall take reasonable steps to aggressively encourage internal promotion applications. EMPLOYER shall, upon request, confer with LOCAL 17 regarding possible steps to increase internal promotions. New job openings will be posted for a minimum of seven (7) days, including the weekend and will be awarded to qualified applicants.

If qualifications are equal, seniority shall prevail. The job opening may be filled from any source on a temporary basis during its vacancy.

### **DISCIPLINE & DISCHARGE**

§68. **Right to Discipline.** EMPLOYER shall have the right to discipline and discharge any employee for just and reasonable cause. EMPLOYER shall provide notice to the employee or LOCAL 17 of possible disciplinary action within a reasonable period of time (generally 7 business days) after receiving knowledge of an event unless such action would compromise an ongoing investigation. No employee shall be summarily discharged. EMPLOYER shall suspend an employee pending investigation prior to any discharge. No employee shall be placed on suspension pending investigation status longer than five (5) business days, unless EMPLOYER provides a written reason to extend the timeline to properly complete the investigation. Issues brought to the attention of EMPLOYER Human Resources shall be acknowledged to the employee within five (5) business days.

§69. **Disciplinary Process.** 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

Progressive discipline need not be followed in incidents of violations of a serious nature as provided in the Employee Handbook or Standards of Conduct, a copy of which shall be provided to each employee.

§70. **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.

§71. **Warning Notices - Cancellation.** Warning notices shall not be used as a basis for discipline after a period of twelve (12) months provided there have been no other written notices of a similar nature.

§72. **Disciplinary Meetings.** In the event a meeting is held for disciplinary purposes, the affected employee shall have the right, upon request, to have a LOCAL 17 steward and/or Union representative present as set forth in NLRB v. Weingarten. If such meeting is held with the Human Resource Director, the employee shall be advised of their right to Union representation by the Human Resource Director as set forth in NLRB vs. Weingarten.

§73. **Union Right to Review.** LOCAL 17 shall have the right of review of a discharge of any employee who has successfully completed the probationary period by following the Grievance and Arbitration Procedure of this Agreement.

### **RULES & REGULATIONS**

§74. **Rules & Regulations.** LOCAL 17 agrees to recognize the rules and regulations of EMPLOYER on personnel policies, practices and procedures, consistent with their obligations to represent employees under the terms of this Agreement. All rules shall be communicated to employees prior to enforcement by EMPLOYER. EMPLOYER 'S rules shall not conflict with this Agreement.

§75. **Personnel Files.** EMPLOYER shall permit an employee to inspect his/her personnel file on the employee's own time at reasonable times determined by EMPLOYER's Human Resources Office.

§76. **Immigration Status.**

- a) In the event that an employee, who has completed his/her probationary period, has a problem with his/her residency status in the United States,

EMPLOYER agrees to meet with LOCAL 17 upon request to discuss the job-related impact on the employee.

- b) EMPLOYER agrees to work with government agencies and LOCAL 17 when situations arise involving employees who have a change in immigration status.

### **GRIEVANCE AND ARBITRATION PROCEDURE**

§77. **Grievance Procedure for Employees.** Should differences arise concerning EMPLOYER, LOCAL 17, 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 the employee and LOCAL 17:

**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 LOCAL 17 Shop Steward present to represent him/her with STEP 1, if he/she so desires.

**STEP 2.** If the grievance is not satisfactorily settled in STEP 1, or it is a LOCAL 17 grievance, the aggrieved employee or LOCAL 17 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 EMPLOYER's Human Resources Office. This written grievance shall set forth the facts giving rise to the grievance, including the date and person(s) involved, and designate the provision(s) of this Agreement which allegedly have been violated. Failure to file such written grievance within *fourteen (14) calendar days* shall result in such grievance being barred from further consideration.

**STEP 3.** The representatives of EMPLOYER will confer with the employee and the designated LOCAL 17 Representative (provided EMPLOYER has received advance notice of the name of the designated LOCAL 17 Representative) within *fourteen (14) calendar days* after such written grievance in an effort to



settle the grievance. If not settled at this conference, EMPLOYER shall issue a decision in writing on any such written grievance within *fourteen (14) calendar days* from the time such grievance meeting is adjourned. Failure to issue said answer shall entitle LOCAL 17 to proceed immediately to arbitration.

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 EMPLOYER shall be deemed an acceptance of the grievance as stated and the remedy requested shall be accepted and enforced. Similarly, such abandonment by Local 17 shall be deemed an acceptance of EMPLOYER's last position as stated, and the remedy, if any, shall be accepted and enforced.

§78. **Grievance Procedure for EMPLOYER.** Should differences arise concerning EMPLOYER, LOCAL 17, and/or any employee as to the meaning and application of this Agreement, the following procedure shall be followed as outlined above by EMPLOYER:

**STEP 1.** EMPLOYER may take the matter up with the authorized President of LOCAL 17 on an informal basis in order to settle the matter promptly.

**STEP 2.** If the grievance is not satisfactorily settled in STEP 1, EMPLOYER 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 LOCAL 17. The written grievance shall set forth the facts giving rise to the grievance, including the date and persons involved, and designate the provision(s) of this Agreement which allegedly have been violated. Failure to file such written grievance within *fourteen (14) calendar days* shall result in such grievance being barred from further consideration.

**STEP 3.** The representative or representatives of EMPLOYER will confer with the LOCAL 17 Business Agent within *fourteen (14) calendar days* after such

written grievance in an effort to settle the grievance. If not settled at this conference, LOCAL 17 will issue a decision in writing on any such written grievance within *fourteen (14) calendar days* from the time such grievance meeting is adjourned. Failure to issue said answer shall entitle EMPLOYER to proceed immediately to arbitration.

§79. **Arbitration Procedure.** If the grievance cannot be satisfactorily settled by the above steps of the grievance procedure, either EMPLOYER or LOCAL 17 may request Arbitration by giving the other party written notice of its desire to arbitrate within *fourteen (14) calendar days* after EMPLOYER or LOCAL 17 has made its final written answer as provided in Step 3. The grievance shall be arbitrated according to the following procedure:

§80. **Selection of Arbitrator.** The party desiring to arbitrate shall request the Federal Mediation & Conciliation Service (FMCS) or the American Arbitration Association (AAA) (with a copy of such request to the opposite parties) to furnish the parties with a panel of *seven (7) names* of impartial Arbitrators. From this panel a representative of EMPLOYER and LOCAL 17 shall select the Arbitrator. The Arbitrator shall be selected by each party striking in turn *one (1) strike* at a time, *three (3) names* from the list of *seven (7) persons*. A toss of the coin shall determine the *first (1st) strike*. The person remaining on the list after each party has exercised its strikes shall become the Arbitrator. The selection of the Arbitrator and the hearing shall be within *thirty (30) days* of the request for arbitration.

§81. **Arbitration Expenses.** The expenses of the Arbitrator shall be borne equally by LOCAL 17 and EMPLOYER, each party bearing its own preparation and presentation expenses.

§82. **Mandatory & Exclusive Procedure.** Consistent with the law, all parties to this Agreement desire and agree that all disputes between employees covered by this Agreement and shall be mandatorily and exclusively resolved through this

Grievance and Arbitration Procedure. Specifically, when an employee has any complaint, grievance, claim, administrative claim, judicial or legal remedy or a claim for relief, or difference regarding the application of the terms and conditions of this Agreement, it is agreed that the grievant shall use this Grievance and Arbitration Procedure exclusively as the exclusive contract remedy and as the alternative labor and employment law dispute resolution procedure consistent with all parties' rights and remedies under the law.

§83. **Final & Binding.** Any decision reached at any stage of these grievance proceedings or by the arbitration procedure shall be final and binding upon the parties as to the matter in dispute. EMPLOYER, LOCAL 17, 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.

§84. **Arbitrator Limited to Terms of Agreement.** 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.

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

§86. **Waiver.** Any requirement of the Grievance and Arbitration Procedure may be waived by mutual written agreement.

§87. **Past Practice.** The parties agree to recognize the standards as set forth in Elkouri & Elkouri, HOW ARBITRATION WORKS in determining past practice.

### **HOLIDAYS**

§88. **Paid Holidays.** All regular, full-time employees covered by this Agreement are eligible for paid holidays. Employees receive the following paid holidays each year:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Employees who have worked for EMPLOYER for at least twelve (12) months receive two (2) personal or "floating" holidays each year. Employees may use personal holidays any time during the year, by their anniversary date, as long as employees schedule the time and receive supervisor approval at least two (2) weeks in advance. Personal holidays not taken in one year do not carry over to the next year. 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 and room service shall be compensated at the adjustment rate of \$6.50 per hour (not to exceed a total hourly rate of \$14.50, but \$16.50 for captains) for Thanksgiving, Christmas, Labor Day and Memorial Day.

§89. **Holiday Pay.** To receive holiday pay, employees must:

- a) have been a regular, full-time employee for at least thirty (30) days; and

- b) work the scheduled day just before and just after the holiday, unless the employee has an approved or excused absence.

Where an employee is 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 EMPLOYER. If an employee works on a holiday, the employee will be paid one and one-half (1½) the employee's regular straight time hourly rate of pay for the hours actually worked, plus holiday pay. Holiday pay is based on the employee's average number of hours worked each day for the last 90 days.

### **VACATION**

§90. **Vacation.** All full-time, regular employees covered by this Agreement shall receive annual vacation time with pay on their anniversary date as follows:

- Less than one year: 5/6 day for each full month, based on the employee's average work day
- From one to five years: Two (2) weeks, based on the employee's average work day
- Five to fifteen years: Three (3) weeks, based on the employee's average work day
- Fifteen or more years: Four (4) weeks, based on the employee's average work day

Employees begin to accrue vacation time from the first day of work at EMPLOYER.

All vacation requests will be approved or denied, in writing, within 7 days of employees' request, except where past practice within any particular department has differed. Employees do not receive or become entitled to the vacation time until their anniversary date. If an employee is not employed on their anniversary date of a given year, the vacation time accrued during that year is forfeited and the

employee receives no time off or compensation. Employees whose employment terminates when they have a vested vacation balance will receive a payout for the vested vacation hours. Employees accrue vacation time only during months in which they are actively employed. No vacation is accrued for time periods in which employees don't work, such as time off during a leave of absence. Employees accrue vacation on hours paid, to include overtime and premium overtime hours. Vacation pay is based on all hours paid. However, no employee shall be entitled to more than forty (40) hours of vacation pay per week of vacation. Effective on the employees' next anniversary date, employees shall be permitted to roll over a maximum of two (2) weeks of vacation from one year to the next. For example, if an employee gets four (4) weeks of vacation, the maximum amount of vacation shall not exceed six (6) weeks. EMPLOYER maintains its right to approve when vacation may be used. Vacations in excess of two (2) weeks cannot be carried over from one year 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.

Employees must consult their supervisor when scheduling vacations. Vacations must be approved two (2) weeks in advance by the employee's supervisor.

Active employees do not have the option of receiving payment in lieu of taking unused vacation.

**Tipped Employee Vacation Adjustment:** In addition to their regular hourly rates, tipped employees working in the classifications of bell captains, bell person, door person and server shall be compensated at the rate of \$6.50 per hour for all vacation hours taken (not to exceed a total hourly rate of \$14.50, but \$16.50 for captains).

**Vacation Scheduling:** Scheduling vacation time within each department shall be based upon seniority in the job classification.

## **LEAVES OF ABSENCE**

§91. **Leaves of Absence.** Except as provided in this agreement, EMPLOYER will continue to comply with applicable state and federal law and with its existing policies concerning leaves of absence.

§92. **Funeral Leave.** A maximum of three (3) days of paid leave will be granted when an employee's family member dies. Family members include spouse/domestic partner, child, mother, mother-in-law, father, father-in-law, grandparents, legal guardian, brother, brother-in-law, sister, sister-in-law, or grandchild.

§93. **Jury or Witness Leave.** Employees needing time off to serve as a juror or witness (unless testifying on their own behalf) may take time off work to do so. Employees will be paid the difference between the straight time wages they would have earned and the amount they are paid by the court.

§94. **Military Leave.** Employees who are members of the National Guard, Air National Guard, or active reserves of the Army, Navy, Marine Corps, Air Force, or Coast Guard will be granted two weeks annual training leave. Employees will be paid the difference between their base pay and military service pay during their annual two weeks of training. Military leave pay does not apply to weekend duty. It will be the employee's responsibility to discuss with their supervisor and make the necessary scheduling arrangements. EMPLOYER will comply with all re-employment provisions as required by law.

§95. **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 EMPLOYER. Personal Leave shall not exceed thirty (30) calendar days or an additional 60 days (for a total of 90 days) if time off is for travel outside of the country and can only be

taken once every twelve (12) months. Longer personal leave up to six (6) months may be granted by EMPLOYER in its discretion. EMPLOYER shall not be expected to grant a leave of absence that will interfere with 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.

§96. **Union Business.**

- a) 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 of no more than ninety (90) days, and subsequently returns to employment with the hotel, the employee shall maintain his/her seniority during the period of leave. 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 the return date provided to EMPLOYER at least two (2) weeks in advance.

§97. **Family and Medical Leave.** Employees who have completed their probationary period shall be granted unpaid personal medical leave for up to six (6) months when they are medically unable to perform the functions of their position. Such employees shall also be granted up to twelve (12) weeks of family medical leave when they are needed to care for a son, daughter, spouse/domestic partner or



parent with a serious health condition. If medically necessary, medical leave may be taken on an intermittent or reduced schedule basis.

EMPLOYER may require medical certification to support a claim for medical leave for an employee's own serious health condition or to care for a family member including a domestic partner, with a serious health condition. Normally, a medical certification will not be required for illness or injuries of short-term duration (1-3 days). For medical leaves in excess of thirty (30) days, employees shall be required to submit periodic medical certifications for each successive thirty (30) day period.

Employees ready to return to work from a personal medical leave in excess of three (3) days shall furnish EMPLOYER medical certification that they are physically able to perform the duties of their job. EMPLOYER will have up to seven (7) days after such notification in which to reinstate the employee.

§98. **Parenting Leave.** Employees shall be granted up to twelve (12) weeks unpaid parenting leave in connection with the birth, adoption, or placement of a child in foster care. When possible, employees shall give EMPLOYER at least thirty (30) days notice before the date such leave is to begin.

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

§100. **Return from Leave.** An employee returning from an authorized leave as provided for in this Agreement shall return to their previously held job classification with their seniority intact, subject to the following conditions:

- a) Neither the classification or schedule has been abolished.

- b) In the case of personal medical leaves, such leave is guaranteed for leaves lasting six (6) months or less.
- c) In the case of jury leaves, parenting leave, and family medical leave, such return is guaranteed only for leaves lasting twelve (12) weeks or less.
- d) In all other cases, an employee shall be returned to their former position only when an opening becomes available.

§101. **Coordination with Applicable Laws.** LOCAL 17 and EMPLOYER agree to follow all federal, state and local laws, regulations and guidelines with respect to the administration of all leaves of absence. Where the provisions of this Agreement are more favorable to the employee than those provided under law the terms of this Agreement shall prevail.

### **DEPARTMENTAL ISSUES**

§102. **Banquet Department.**

- a) In addition to the wage rates set forth in the Schedule of Wages, banquet employees shall receive the banquet employees' service charge as set forth below:

House Total Service Charge - Minimum 22% of total applicable food and beverage charges consistent with current practice.

Servers, Captains, and Bartenders – 14.67% of total applicable food and beverage charges consistent with current practice.

Banquet Set-Up - .25% of total applicable food and beverage charges consistent with current practice.

House – 7.08% of total applicable food and beverage charges consistent with current practice.

Any increase to the current service charge will be split equally between the Banquet servers, set-up and the House.

- b) Service charges shall be paid on the number of meals paid for by the customer.
- c) When clean-up is delayed until the conclusion of speeches or a program, only the number of employees sufficient to do the clean-up shall be retained.
- d) EMPLOYER shall maintain complete records of all banquets and functions and the amount of service charge or gratuities deposited with EMPLOYER for the employees along with the actual amount or method of distribution submitted to the employee. A LOCAL 17 representative shall be permitted

to inspect the banquet employee compensation records during usual office business hours.

- e) No banquet server shall be scheduled for a triple shift (3rd function) until all regular full-time servers have been scheduled for a double shift.
- f) Banquet Servers and Banquet Captains are exempt from the overtime provisions of this Agreement, specifically; section 41, overtime pay. This includes other employees working intermittently as banquet servers or banquet captains.
- g) When a banquet function has been set up and then must be moved to a different location and the guest/group pays the additional set-up fee, a \$15 fee will be added to the banquet set-up pool, and if tables have been set and/or food brought in, a \$25 fee will be added to the server pool.
- h) Off-site events: for banquet set-up, servers, bartenders, captains - \$32 per hour flat rate for all hours worked at off-site events. This flat hourly rate shall be paid for all off-site banquet set-up, tear down, loading and travel time starting when employee punches in under a separate hourly pay code for off-site event until employee punches out after the conclusion of the event. Start time for off-site event will be indicated on work schedule. This flat hourly rate will be adjusted to \$34 per hour effective January 1, 2017.
- i) Servers who work a promotional, complimentary, discounted, sales promo or house function for which the Hotel does not charge the guest will be paid a service charge percentage consistent with the above schedule. The service charge will be calculated on the retail value of the function.

§103. **Housekeeping Department.** A Housekeeping employee may request assistance in cases where work is strenuous or difficult to perform. EMPLOYER agrees, upon request, to discuss with LOCAL 17 any concerns about the workload of Housekeeping employees.

Cot Bonus: Room cleaners shall receive a \$2.00 per cot bonus for each cot made up in a room, on a guest stay-over.

Vomit and Defecation Pay. Any employee required to clean vomit or defecation shall be paid an additional \$15 for such a duty, subject to the approval of the housekeeping supervisor.

Room Cleaning. Room Attendants shall not normally be required to clean more than fifteen (15) rooms per eight (8) hour shift.

Room Attendants assigned room on three (3) or more floors during a shift shall have the total number of assigned rooms reduced by one (1).

Room Attendants assigned an Executive King Suite will receive a two (2) room credit. Room Attendants assigned a Luxury Suite will receive a three (3) room credit.

Room Attendants assigned more than six (6) confirmed double/doubles shall have the total number of assigned rooms reduced by one (1).

**Extra Room Bonus.** Employees cleaning more than fifteen (15) rooms within eight (8) hours shall be paid six dollars (\$6.00) per each additional room.

**Supplies.** EMPLOYER shall provide sufficient linen, equipment, and cleaning materials to all Housekeeping Employees. Room Attendants shall not be disciplined for not completing their room assignment if the Hotel has not provided sufficient supplies, including linen, to complete their duties, provided the employee has given immediate notice to management of any insufficiency so that the problem can be rectified.

**Assistance.** No Room Attendant shall be required to perform work which requires standing on a chair, bathtub, or vanity.

**Cleaning Products Committee.** A committee of two management and two union people will meet at regular intervals to review, discuss and make effective recommendations concerning the cleaning products used by employees.

§104. **Room Service & Restaurant.**

- a) All charged tips and service charges paid by guests to room service and restaurant employees shall be included in the bi-weekly payroll, starting no less than 60 days following ratification.
- b) Room Service Servers shall receive an eighteen (18%) service charge of the retail menu price on all ala carte orders and hospitality suite deliveries delivered by the Room Service Department.

§105. **Language Assistance.**

- a) EMPLOYER will maintain and distribute to employees whose native language is not English lists of resources available (including other EMPLOYER employees) for assistance in translating work related communications to and from employees' native language.
- b) **Language Specialist:** EMPLOYER may designate one or more employees to serve as Language Specialists for the purpose of providing translation assistance with employees or guests. Such employees shall be paid a premium of \$2.00 per hour for such work in meetings called by EMPLOYER for duration of one hour or longer. Employees holding the designation of Language Specialist shall, at other intermittent, shorter periods of time, provide such translation services without any additional premium.
- c) EMPLOYER shall not conduct investigatory or disciplinary interviews with employees whose native language is not English until a translator is available to insure accurate communication with the employee.

**SAFETY**

§106. **Safety.** EMPLOYER and LOCAL 17 jointly recognize the importance of maintaining safe working conditions. EMPLOYER and LOCAL 17 will cooperate in maintaining the Safety Committee which will function at EMPLOYER's discretion. The Safety Committee may include such management and other non-union workers as EMPLOYER, in its discretion, determines. The Committee may include four (4) bargaining unit employees, to be determined by LOCAL 17, each of whom shall be paid for up to two (2) hours for Committee meetings. The premium pay and daily overtime provisions of this Agreement shall not apply to these hours.

**ADVERSE BUSINESS CONDITIONS**

§107. **Adverse Business Conditions.** If adverse business conditions result in serious financial difficulty to EMPLOYER, LOCAL 17 agrees to meet with EMPLOYER for the purpose of discussion of whether some relief should be

granted from the wage or fringe benefits of this Agreement. Such relief, if any, will require the written agreement and approval of LOCAL 17.

### **GOVERNMENTAL COORDINATION**

§108. **Recognition of Applicable Laws.** Nothing contained in this Agreement shall require EMPLOYER, directly or indirectly, to do anything inconsistent with the laws or regulations of any competent governmental agency having jurisdiction over EMPLOYER. LOCAL 17 and EMPLOYER agree that they will not compel, force or cause, directly or indirectly, the other party to do anything in violation of any applicable law.

§109. **Governmental Legislation Coordinated.** Any laws, legislation, or applicable executive orders, rules or regulations of the City of Minneapolis, the State of Minnesota or the United States of America which impact favorably upon the employees covered by this Agreement shall be coordinated with the provisions of this Agreement for the purpose of eliminating pyramiding treatment of wages and benefits.

§110. **Grievance Arbitration Procedure Prior to and Exclusive of Administrative Agency or Judicial Action.** LOCAL 17 and Employer agree that employees shall use and exhaust the Grievance and Arbitration Procedure prior to and exclusive of filing a charge, lawsuit or complaint with any administrative agency or court of law. LOCAL 17 and agree to waive any statute of limitations or filing requirements for the period of processing the grievance completely through the Grievance and Arbitration Procedure.

§111. **Equal Opportunity.** LOCAL 17 and EMPLOYER agree that there shall be no discrimination by either party which violates any of the City of Minneapolis, State of Minnesota or Federal laws, ordinances, or regulations on equal opportunity.

§112. **Successors and Assigns.** EMPLOYER shall give notice of the existence of this Agreement and of the terms of this section to any prospective purchaser, transferee, lessee, assignee, etc. Such notice shall be in writing with a copy to LOCAL 17 not later than thirty (30) days prior to the effective date of the sale.

§113. **Credit Checks.** EMPLOYER agrees that it shall limit credit checks of existing employees to those applying for internal transfers to any bargaining unit position that has duties encompassing any type of credit or cash handling/banking.

### **SAVINGS CLAUSE**

§114. **Savings.** If any section 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 EMPLOYER and LOCAL 17 will negotiate necessary revisions of the Agreement within *two (2) weeks*. The remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect.

### **TERM OF AGREEMENT**

§115. **Term.** This agreement shall be in effect for a period commencing at 12:01 a.m. November 11, 2014 and shall continue for a period of four (4) years to and including November 10, 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, EMPLOYER and LOCAL 17 hereby execute, sign and attest to this Agreement subject to ratification by EMPLOYER's employees.

Agreed to this 20th day of April, 2015

RB MINNEAPOLIS MANAGEMENT, LLC

UNITE HERE LOCAL 17

\_\_\_\_\_  
Steven Lindburg, General Manager

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

UNITE HERE LOCAL 17

\_\_\_\_\_  
Uriel Perez Espinoza, Vice President

UNITE HERE LOCAL 17





<b>RESTAURANT SERVERS, COCKTAIL, ROOM SERVICE SERVER, BANQUET SERVER</b>	Minimum wage					
<b>BUSPERSON</b>	11/11/2014	11/11/2015	11/11/2016	11/11/2017	11/11/18	05/11/19
	2%	2%	2.5%	3%	2%	2%
<b>Start</b>	\$10.51	\$10.72	\$10.98	\$11.31	\$11.54	11.77
<b>12 Months</b>	\$11.42	\$11.65	\$11.94	\$12.30	\$12.55	12.80
<b>24 Months</b>	\$12.05	\$12.29	\$12.59	\$12.97	\$13.23	13.50
<b>36 Months</b>	\$12.46	\$12.71	\$13.03	\$13.42	\$13.69	13.96
<b>ROOM SERVICE ORDERTAKER, CASHIER, RESTAURANT CASHIER</b>	11/11/2014	11/11/2015	11/11/2016	11/11/2017	11/11/18	05/11/19
	2%	2%	2.5%	3%	2%	2%
<b>Start</b>	\$11.08	\$11.30	\$11.58	\$11.93	\$12.17	12.41
<b>12 Months</b>	\$12.04	\$12.28	\$12.58	\$12.96	\$13.22	13.48
<b>24 Months</b>	\$12.61	\$12.86	\$13.18	\$13.58	\$13.85	14.12
<b>36 Months</b>	\$13.04	\$13.30	\$13.63	\$14.04	\$14.32	14.60
<b>HOST/HOSTESS</b>	11/11/2014	11/11/2015	11/11/2016	11/11/2017	11/11/18	05/11/19
	2%	2%	2.5%	3%	2%	2%
<b>Start</b>	\$13.98	\$14.26	\$14.62	\$15.06	\$15.36	15.67
<b>12 Months</b>	\$14.83	\$15.13	\$15.51	\$15.97	\$16.29	16.62
<b>24 Months</b>	\$15.41	\$15.72	\$16.11	\$16.60	\$16.93	17.27
<b>36 Months</b>	\$15.96	\$16.28	\$16.69	\$17.19	\$17.53	17.88
<b>BARISTA</b>	11/11/2014	11/11/2015	11/11/2016	11/11/2017	11/11/18	05/11/19
	2%	2%	2.5%	3%	2%	2%
<b>Start</b>	\$12.02	\$12.26	\$12.56	\$12.94	\$13.20	13.46
<b>12 Months</b>	\$12.75	\$13.01	\$13.33	\$13.73	\$14.00	14.28
<b>24 Months</b>	\$13.25	\$13.51	\$13.85	\$14.27	\$14.55	14.84
<b>36 Months</b>	\$13.70	\$13.97	\$14.32	\$14.75	\$15.05	15.35
<b>BARBACK</b>	11/11/2014	11/11/2015	11/11/2016	11/11/2017	11/11/18	05/11/19
	2%	2%	2.5%	3%	2%	2%
<b>Start</b>	\$11.31	\$11.54	\$11.83	\$12.18	\$12.42	12.67
<b>12 Months</b>	\$12.03	\$12.27	\$12.57	\$12.95	\$13.21	13.47
<b>24 Months</b>	\$12.48	\$12.73	\$13.05	\$13.44	\$13.71	13.99
<b>36 Months</b>	\$12.91	\$13.17	\$13.50	\$13.91	\$14.18	14.47

<b>RUNNER</b>	11/11/2014	11/11/2015	11/11/2016	11/11/2017	11/11/18	05/11/19
	2%	2%	2.5%	3%	2%	2%
<b>Start</b>	\$11.50	\$11.73	\$12.02	\$12.38	\$12.63	12.88
<b>12 Months</b>	\$12.18	\$12.42	\$12.73	\$13.11	\$13.38	13.64
<b>24 Months</b>	\$12.68	\$12.93	\$13.26	\$13.65	\$13.93	14.20
<b>36 Months</b>	\$13.14	\$13.40	\$13.74	\$14.15	\$14.43	14.72
<b>COOK III</b>	11/11/2014	11/11/2015	11/11/2016	11/11/2017	11/11/18	05/11/19
	2%	2%	2.5%	3%	2%	2%
<b>Start</b>	\$17.16	\$17.50	\$17.94	\$18.48	\$18.84	19.22
<b>12 Months</b>	\$18.52	\$18.89	\$19.37	\$19.95	\$20.35	20.75
<b>24 Months</b>	\$19.43	\$19.82	\$20.32	\$20.92	\$21.34	21.77
<b>36 Months</b>	\$19.84	\$20.24	\$20.74	\$21.36	\$21.79	22.23
<b>COOK II</b>	11/11/2014	11/11/2015	11/11/2016	11/11/2017	11/11/18	05/11/19
	2%	2%	2.5%	3%	2%	2%
<b>Start</b>	\$16.80	\$17.14	\$17.56	\$18.09	\$18.45	18.82
<b>12 Months</b>	\$18.12	\$18.48	\$18.94	\$19.51	\$19.90	20.30
<b>24 Months</b>	\$19.02	\$19.40	\$19.89	\$20.49	\$20.89	21.31
<b>36 Months</b>	\$19.47	\$19.86	\$20.36	\$20.97	\$21.39	21.82
<b>COOK I</b>	11/11/2014	11/11/2015	11/11/2016	11/11/2017	11/11/18	05/11/19
	2%	2%	2.5%	3%	2%	2%
<b>Start</b>	\$16.45	\$16.78	\$17.20	\$17.72	\$18.07	18.43
<b>12 Months</b>	\$17.78	\$18.13	\$18.59	\$19.15	\$19.53	19.92
<b>24 Months</b>	\$18.72	\$19.09	\$19.57	\$20.16	\$20.56	20.97
<b>36 Months</b>	\$19.16	\$19.54	\$20.03	\$20.63	\$21.04	21.46
<b>LINE COOK</b>	11/11/2014	11/11/2015	11/11/2016	11/11/2017	11/11/18	05/11/19
	2%	2%	2.5%	3%	2%	2%
<b>Start</b>	\$15.08	\$15.38	\$15.76	\$16.23	\$16.56	16.89
<b>12 Months</b>	\$16.24	\$16.56	\$16.98	\$17.49	\$17.84	18.19
<b>24 Months</b>	\$17.05	\$17.40	\$17.83	\$18.37	\$18.73	19.11
<b>36 Months</b>	\$17.44	\$17.79	\$18.24	\$18.78	\$19.16	19.54
<b>PANTRY COOK</b>	11/11/2014	11/11/2015	11/11/2016	11/11/2017	11/11/18	05/11/19
	2%	2%	2.5%	3%	2%	2%
<b>Start</b>	\$13.67	\$13.94	\$14.29	\$14.72	\$15.01	15.31
<b>12 Months</b>	\$14.76	\$15.05	\$15.43	\$15.89	\$16.21	16.54
<b>24 Months</b>	\$15.46	\$15.77	\$16.17	\$16.65	\$16.98	17.32
<b>36 Months</b>	\$15.83	\$16.15	\$16.55	\$17.05	\$17.39	17.74
<b>UTILITY COOK</b>	11/11/2014	11/11/2015	11/11/2016	11/11/2017	11/11/18	05/11/19

	2%	2%	2.5%	3%	2%	2%
<b>Start</b>	\$12.27	\$12.52	\$12.83	\$13.21	\$13.48	13.75
<b>12 Months</b>	\$13.34	\$13.61	\$13.95	\$14.37	\$14.65	14.95
<b>24 Months</b>	\$14.03	\$14.31	\$14.66	\$15.10	\$15.41	15.71
<b>36 Months</b>	\$14.44	\$14.73	\$15.10	\$15.55	\$15.86	16.18
<b>CAFETERIA ATTENDANT, NIGHT CLEANER, STEWARD</b>	11/11/2014	11/11/2015	11/11/2016	11/11/2017	11/11/18	05/11/19
	2%	2%	2.5%	3%	2%	2%
<b>Start</b>	\$11.33	\$11.67	\$11.96	\$12.41	\$12.66	12.91
<b>12 Months</b>	\$12.47	\$12.85	\$13.17	\$13.66	\$13.94	14.22
<b>24 Months</b>	\$13.22	\$13.62	\$13.96	\$14.48	\$14.77	15.06
<b>36 Months</b>	\$13.71	\$14.12	\$14.47	\$15.02	\$15.32	15.62
<b>RECEIVING CLERK</b>	11/11/2014	11/11/2015	11/11/2016	11/11/2017	11/11/18	05/11/19
	2%	2%	2.5%	3%	2%	2%
<b>Start</b>	\$11.42	\$11.65	\$11.94	\$12.30	\$12.55	12.80
<b>12 Months</b>	\$12.58	\$12.83	\$13.15	\$13.54	\$13.81	14.09
<b>24 Months</b>	\$13.28	\$13.55	\$13.88	\$14.30	\$14.59	14.88
<b>36 Months</b>	\$13.79	\$14.07	\$14.42	\$14.85	\$15.15	15.45
<b>BANQUET SET-UP SUPERVISOR/LEAD</b>	11/11/2014	11/11/2015	11/11/2016	11/11/2017	11/11/18	05/11/19
	2%	2%	2.5%	3%	2%	2%
<b>Start</b>	\$13.80	\$14.08	\$14.43	\$14.86	\$15.16	15.46
<b>12 Months</b>	\$14.96	\$15.26	\$15.64	\$16.11	\$16.44	16.76
<b>24 Months</b>	\$15.71	\$16.02	\$16.42	\$16.92	\$17.25	17.60
<b>36 Months</b>	\$16.25	\$16.57	\$16.99	\$17.50	\$17.85	18.20
<b>BANQUET SET-UP</b>	11/11/2014	11/11/2015	11/11/2016	11/11/2017	11/11/18	05/11/19
	2%	2%	2.5%	3%	2%	2%
<b>Start</b>	\$13.10	\$13.36	\$13.69	\$14.10	\$14.39	14.67
<b>12 Months</b>	\$14.20	\$14.48	\$14.84	\$15.29	\$15.60	15.91
<b>24 Months</b>	\$14.95	\$15.25	\$15.63	\$16.10	\$16.42	16.75
<b>36 Months</b>	\$15.51	\$15.82	\$16.22	\$16.71	\$17.04	17.38
<b>BANQUET SERVER</b>	Minimum Wage					
<b>BANQUET CAPTAIN</b>	Minimum Wage plus \$2.00					
<b>BANQUET BARTENDER</b>	11/11/2014	11/11/2015	11/11/2016	11/11/2017	11/11/18	05/11/19

	2%					
<b>Start</b>	\$12.51	\$12.51	\$12.51	\$12.51	\$12.51	\$12.51
<b>12 Months</b>	\$13.33	\$13.33	\$13.33	\$13.33	\$13.33	\$13.33
<b>24 Months</b>	\$13.87	\$13.87	\$13.87	\$13.87	\$13.87	\$13.87
<b>36 Months</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
<b>LEAD ENGINEER</b>	11/11/2014	11/11/2015	11/11/2016	11/11/2017	11/11/18	05/11/19
	2%	2%	2.5%	3%	2%	2%
<b>Job Rate</b>	\$30.29	\$30.90	\$31.67	\$32.62	\$33.27	33.94
<b>MAINTENANCE ENGINEER</b>	11/11/2014	11/11/2015	11/11/2016	11/11/2017	11/11/18	05/11/19
	2%	2%	2.5%	3%	2%	2%
<b>Job Rate</b>	\$29.19	\$29.78	\$30.52	\$31.44	\$32.06	32.71
<b>ASST MAINTENANCE ENGINEER</b>	11/11/2014	11/11/2015	11/11/2016	11/11/2017	11/11/18	05/11/19
	2%	2%	2.5%	3%	2%	2%
<b>Start</b>	\$23.02	\$23.48	\$24.07	\$24.79	\$25.29	25.79
<b>12 Months</b>	\$24.07	\$24.55	\$25.17	\$25.92	\$26.44	26.97
<b>24 Months</b>	\$25.00	\$25.50	\$26.14	\$26.92	\$27.46	28.01
<b>36 Months</b>	\$25.46	\$25.97	\$26.62	\$27.42	\$27.96	28.52
<b>ENGINEERING UTILITY PERSON</b>	11/11/2014	11/11/2015	11/11/2016	11/11/2017	11/11/18	05/11/19
	2%	2%	2.5%	3%	2%	2%
<b>Start</b>	\$17.18	\$17.52	\$17.96	\$18.50	\$18.87	19.24
<b>12 Months</b>	\$17.98	\$18.34	\$18.80	\$19.36	\$19.75	20.15
<b>24 Months</b>	\$18.68	\$19.05	\$19.53	\$20.11	\$20.51	20.92
<b>36 Months</b>	\$19.04	\$19.42	\$19.91	\$20.51	\$20.92	21.34
<b>PAINTER/FINISHER</b>	11/11/2014	11/11/2015	11/11/2016	11/11/2017	11/11/18	05/11/19
	2%	2%	2.5%	3%	2%	2%
<b>Job Rate</b>	\$28.04	\$28.60	\$29.32	\$30.20	\$30.80	31.41

1. Employees' start rate (first 12 months of employment) step will not be paid less than the most recent start rate.
2. Employees shall receive **one** increase every twelve (12) months; on their anniversary date if they are not at the maximum contract rate, or on November 11th if they are at the maximum contract rate.
3. Bartenders will be subject to 2% increase in 2014 only.
4. Promotion and transfers-employees promoted to another classification shall move to the next higher pay rate in the new classification except those employees who have been employed less than one

(1) year and move to a lower paying classification shall be moved to the step they are currently in.
5. Over-scale employees will receive the same percentage rate increase as the annual increase percentage.
6. Employees at accelerated rates will get their increases as they move to their next progression step.
7. All increases will be added to existing step progressions.

**APPENDIX B  
SENIORITY CLASSIFICATIONS**

<b>FRONT OFFICE</b>	<b>KITCHEN (cont.)</b>
1. Guest Service Representative	22. Cook I
2. Night Desk Clerk	23. Line Cook
3. Bell Captain	24. Utility Cook
4. Bell Person	25. Pantry
5. Door Person	26. Cafeteria Attendant
6. Telephone Operator	
<b>HOUSEKEEPING DEPARTMENT</b>	<b>STEWARD</b>
7. Room Cleaner	27. Kitchen Utility
8. Public Space Cleaner	
9. Uniform Attendant	<b>RESTAURANT</b>
10. Laundry Supervisor	28. Server
11. Laundry Worker	29. Bus Person/Food Runner
12. Linen Runner	30. Restaurant Cashier
13. Turndown Housekeeper	31. Host/Hostess
	32. Bartender
<b>MAINTENANCE DEPARTMENT</b>	33. Cocktail Server
14. Assistant Maintenance Engineer	
15. Engineering Utility Person	<b>ROOM SERVICE</b>
16. Floor Care Specialist	34. Server
17. Painter/Finisher	35. Order Taker/Cashier
<b>STOREROOM</b>	<b>BANQUET DEPARTMENT</b>
18. Receiving Clerk	36. Banquet Set-Up Supervisor
19. Storeroom Clerk	37. Banquet Set-Up
	38. Regular Server
<b>KITCHEN</b>	39. Regular Banquet Bartender
20. Cook III	40. Banquet Captain
21. Cook II	