

**COLLECTIVE BARGAINING
AGREEMENT**

Between

UNITE HERE! Local 17, AFL-CIO

And

Intercontinental MSP Airport

January 31, 2022 through April 30, 2026

**COLLECTIVE BARGAINING AGREEMENT
TABLE OF CONTENTS**

ARTICLE 1 Purpose and Coverage.....	4
ARTICLE 2 Complete Agreement.....	4
ARTICLE 3 Union Rights	5
ARTICLE 4 Management Rights	9
ARTICLE 5 No Strike – No Lockout.....	10
ARTICLE 6 Pay, Gratuities and Job Classification	11
ARTICLE 7 Meals, Uniforms and Employee Areas	13
ARTICLE 8 Hours of Work, Overtime and Premium Pay.....	14
ARTICLE 9 Seniority.....	16
ARTICLE 10 Grievance and Arbitration Procedure	20
ARTICLE 11 Discipline and Discharge	23
ARTICLE 12 Leaves of Absence	24
ARTICLE 13 Immigration.....	27
ARTICLE 14 Holiday.....	30
ARTICLE 15 PTO (Paid Time Off)	32
ARTICLE 16 Banquet Department	33
ARTICLE 17 Culinary.....	35
ARTICLE 18 Guest Services.....	35
ARTICLE 19 Housekeeping Department.....	35
ARTICLE 20 Dining Room and Lounge.....	36
ARTICLE 21 Room Service Department.....	37
ARTICLE 22 Pregnancy Protection.....	37

ARTICLE 23 Panic Button/Safety 37

ARTICLE 24 Equipment 38

ARTICLE 25 Technological Changes & Automation..... 39

ARTICLE 26 State and Federal Law..... 39

ARTICLE 27 ESL Program..... 40

ARTICLE 28 Safety and Labor Management Committee..... 40

ARTICLE 29 Medical Examinations 40

ARTICLE 30 Health and Welfare 40

ARTICLE 31 Employer 401K 42

ARTICLE 32 Successors and Assigns..... 42

ARTICLE 33 Savings Clause 43

ARTICLE 34 Term of Agreement 43

APPENDIX A Minimum Wage Rates by Job Classification..... 44

APPENDIX B Seniority Classification..... 48

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, is made and entered into this 31st day of January 2022, by and between Intercontinental MSP Airport, Graves Hospitality, Minneapolis, Minnesota located at 5005 Glumack Drive, Minneapolis, Minnesota, 55450 hereinafter referred to as "Employer" or "Company," and UNITE HERE Local 17, AFL-CIO hereinafter referred to as the "Union."

WITNESSETH:

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

ARTICLE 1

Purpose and Coverage

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

1.2 Coverage. For the purpose of this Agreement, the term "employees" shall cover all job classifications set forth in Appendix A, and shall exclude all clerical employees, supervisors as defined by the National Labor Relations Act, sales employees, managerial employees, guards, and professional employees. The listing of a classification in the Appendix A does not require the Employer to employ any employee in that classification.

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

ARTICLE 2

Complete Agreement

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

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

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

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

2.5 Bargaining Unit Work. Non-covered employees shall not perform bargaining unit work, except for emergencies, training employees, or to cover needed work when employees are absent or unavailable. Non-bargaining employees does not refer to or include temporary agency workers, i.e., persons utilized from a third-party employment agency.

2.6 Temporary Workers/Event Workers. In the event any temporary/staffing agencies become signatory to a collective bargaining agreement with the Union, the Employer agrees to meet, and bargain preference given to such agencies, including such matters as background checks, training, responsibility for compliance with labor and employment laws, liability for violations of the law or a collective bargaining agreement, worker uniforms, non-referral of former employees of the Employer, and permanent hiring.

2.7 Subcontracting. The parties agree that it is desirable to maintain the integrity of the existing bargaining unit. The Employer shall not subcontract out bargaining unit work, except as done in the past. However, if qualified help is not available, this shall in no way restrict the right of the Employer to temporarily hire employees on an emergency basis from any available source. The Employer shall not churn temporary employees for the purpose of avoiding hiring regular employees.

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.

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 employment, become and remain members of the Union or pay fees in lieu thereof.

3.3 Checkoff. 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 checkoff shall be submitted to the Union by the tenth (10th) of each month, but in no event, later than the fifteenth (15th) of the month.

3.4 Maintenance of Check-Off. The Employer shall adhere to the provisions in each dues check-off authorization agreed to by the employee regarding automatic annual renewal of the authorization and the provisions agreed to by the employee regarding revocation of the authorization only during annual window periods, irrespective of the employee's membership in the Union.

3.5 Electronic Authorizations. The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorizations by submitting to the Union a written application form, through electronically recorded phone calls, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state or federal law.

3.6 Employee Information. The Employer shall provide each month to the Union an updated electronic bargaining unit list of employees including name, address, telephone number (home and mobile), social security number, email address (where applicable), classification, date of hire, and seniority date. The Union will provide a secure process for sending the information electronically.

3.7 New Employee Orientation. Upon request by the Union, Union representatives shall be afforded the opportunity to meet with new hires for fifteen (15) minutes during the new employee orientation session, or within the first thirty (30) days of employment if the Employer

does not hold an orientation session within that time frame. The Union shall provide advance written notice of any Union representatives designated to conduct such session. New hires participating in the session will be on paid time. The Union shall not make any disparaging comments about the Employer during such sessions.

3.8 Employer Neutrality. In the event that the Hotel becomes subject to a state or federal right to work law, the Employer agrees to remain neutral with respect to any of its employees' or prospective employees' decisions regarding membership in or support for the Union. The Employer, its supervisors, managers and other agents will not take any action or make any statement that directly or indirectly states or implies any opposition to Union membership or to the selection or maintenance of the Union as the employees' collective bargaining representative, and will not encourage or assist employees either directly or through third parties to terminate Union membership, revoke dues checkoff authorization or invoke any right to reduce financial support to the Union. The Employer will inform any employee who inquires about Union membership or support that the employee should contact the Union.

3.9 TIP Checkoff. The Employer agrees to honor political contribution deduction authorization from employees in the following form:

I, _____ hereby authorize and direct the PAYROLL DEPARTMENT OF _____ to deduct from my salary the sum of \$ _____ per week and to transmit that sum to the UNITE HERE TIP Campaign Committee. My signature shows I understand that (1) my contributions will be used for political purposes to advance the interests of the members of UNITE HERE, their families, and all workers, including support of federal and state candidates and political committees and addressing political issues of public importance; (2) this authorization is voluntary, and contributing to the UNITE HERE TIP Campaign Committee is not a condition of membership in UNITE HERE or any of its affiliates, or a condition of employment; (3) I may refuse to contribute without reprisal; (4) any guideline contribution amounts proposed by UNITE HERE are only suggestions; I may contribute more or less than those amounts, and I will not be favored or disadvantaged by UNITE HERE or the employer because of the amount of my contributions or my decision not to contribute; and (5) only union members and executive/administrative staff who are U.S. citizens or lawful permanent residents are eligible to contribute. Contributions or gifts to the UNITE HERE Tip Campaign Committee are not deductible for federal income tax purposes. This authorization shall remain in effect until revoked in writing by me. This authorization shall apply while I am employed by my current employer and while I am employed by any future employers that have contracts or bargain collectively with UNITE HERE Local 17.
Signature of Employee _____ Date _____

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.

3.10 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 such provisions.

3.11 Bulletin Board. The Employer agrees to provide a space in which the Union, at its expense, 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, anything reflecting negatively upon the Company or any of its

employees and management receives a copy of any material prior to posting. All postings shall be removed after they have served their purposes.

3.12 Union Buttons. All employees shall be permitted to wear their official Union button and/or official steward button, which identifies affiliation with the Union, provided the button size is no larger than the present button which is no larger than 1½ inches in diameter.

3.13 Union Stewards.

a. The Employer recognizes the right of the Union to conduct an election or select from among the employees who are members of the Union, a Chief Steward/Steward(s) to handle such Union business at the Company where they are employed as may from time to time be delegated to him/her by the Union. The name of such Chief Steward/Steward(s) shall be reported to the Employer. The Union shall designate the areas for which the Chief Steward/Steward(s) is responsible. Union Chief Steward/Steward(s) employed by the Employer shall be required to fulfill their obligations to the Employer and the Employer's guests and to perform their job duties as any other employee covered by the Agreement. Shop Stewards shall not interrupt employees while working.

b. Union Stewards shall report to the Employer and to the Union violations of this Agreement and shall be entitled to assist in the handling of grievances during mutually agreeable times. Reasonable time spent by Stewards in grievance meetings under section 10.1 during their regular work shift will be considered hours worked; provided, however, that the abuse of work time by a Chief Steward/Steward(s) shall be grounds for the Employer to discontinue the use of working hours for this purpose. Chief Steward(s)/Steward(s) shall notify their supervisor(s) each time prior to leaving their work duties to perform duties as a Chief Steward/Steward and shall, likewise, report to their supervisors each time upon returning to the perform of their work duties (after completing their duties as Chief Steward/Steward). Stewards shall not, however, interfere with the management of the business or direct the work of any employees regardless of whether they believe a grievance exists. Only the General Manager or their 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.

3.14 Union Visitation. Union representatives and officers shall be privileged to visit the non-public premises of the Employer, generally non-working areas, at all reasonable hours for the transaction of official Union business. Union Representatives shall notify the Employer via email and/or telephone call of their visit reasonably in advance and shall notify the designated management representative of their presence upon the premises and shall not interrupt employees while working.

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

3.16 Copies of Agreement. The Employer agrees to provide copies of the collective bargaining agreement to all new hires along with the Employer's handbook and/or rules. The

Union shall continue to provide copies of the agreement to the Employer consistent with past practice.

ARTICLE 4 **Management Rights**

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

4.2 Except as otherwise specifically provided in this Agreement, Employer retains all the rights and functions of management that it has by law, or past practice.

4.3 As long as the action of Employer does not violate any specific provision of this Agreement, and without limiting the generality of the foregoing, Employer shall have the absolute and unqualified right to, in its sole discretion:

4.3.1 Determine services to be offered, and the right to plan, direct and control all operations.

4.3.2 Relocate or close facilities, departments or divisions or terminate services for any reason, including for the sole reason to reduce labor costs, with the understanding that Employer will negotiate with the Union concerning the effects of any decisions made under this subsection if a request for such negotiations is made.

4.3.3 Discontinue, transfer, assign or subcontract any part of its business operations performed by any outside person, firm, or corporation whatsoever, selected by the Employer. The Employer will notify the union at least 90 days prior and provide the Union with an opportunity to discuss the Employers decision to subcontract work before such decision is implemented.

4.3.4 Determine the layout and equipment to be used in the business; the processes, techniques, methods, and means of providing services, as well as the right to introduce new services, techniques, processes, machines, jobs, or classifications; or change, delete or combine existing services, techniques, methods, processes, jobs, or classifications.

4.3.5 Determine the size of the workforce; the allocation and assignment of work or workers; the quality and quantity of work to be performed; the policies affecting the selection and training of employees; the right to hire, recall, transfer, promote, and lay off (subject to Article 9.6) employees; and the right to discipline or dismiss employees for just cause.

4.3.6 Maintain discipline and control the use of the facilities and determine safety and health measures of the facilities. The Employer will create a labor management safety committee.

4.3.7 Schedule operations, including the right to modify, change, lengthen or shorten work schedules, and/or to close the facility for any reason providing any notice required by law is given to employees. Subject to seniority provisions set forth in Article 9.

4.3.8 Determine and enforce reasonable rules, policies, procedures, regulations, job descriptions/duties and job classifications, the right to make changes to such rules, policies, procedures, regulations, and descriptions/duties and job classifications, and the right to enforce such changes. Such changes shall be provided to the Union at least 30 days prior to implementation.

The selection or assignment of supervisory employees, as defined by the NLRA is the sole responsibility of the Company and shall not be subject of a grievance.

4.2 Other Union Agreements. Whenever the Union negotiates an agreement with a hotel or motel, a copy of such agreement shall be delivered to the Director of Human Resources.

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 prohibited by this Section shall be considered just and reasonable cause for discharge or other disciplinary action by the Employer; and subject to the Grievance and Arbitration Procedure in Article 10 (except the extent that the scope of the Grievance and Arbitration review is limited as noted in Section 5.2(c) below).

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 upon notification by the Employer to the Union's business office.
- b) The Union shall promptly order its members to return to work, notwithstanding the existence of a picket line upon notification by the Employer to the Union's business office.
- 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 rates set forth in the collective bargaining agreement are minimum rates. 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 Article 10.

6.4 Higher Rate. An employee shall be paid the higher rate of pay for all work performed in a higher job classification and shall be paid the lower rate for all work performed in a lower paid job classification. This shall not apply where the change in job classification may be considered a minor factor, or is unscheduled, infrequent, of short duration, or is due to an emergency or the transfer has not been authorized by management.

6.5 Full-Time Payroll Employees. Regular full-time payroll employees are employees who have completed their probationary period and work a minimum of twenty-two (22) hours a week.

6.6 Business Costs. Employees shall not have unauthorized deductions made from their checks in accordance with applicable laws, including Minnesota Department of Labor and Industry Fair Labor Standards Statutes.

6.7 Statement of Wages. The Employer shall make available electronically for each of its employees at the time of payment of wages, a statement showing name of Employer, name of Employee, hours worked at straight time pay, hours worked at premium or overtime pay, rate(s) of pay, PTO pay, holiday pay, PTO accrual, and authorized deductions.

6.8 Gratuities

- a) All gratuities shall be the sole property of the serving person or persons. The Employer shall not require employees to divide tips, nor shall an employee be required to pay the tipped service charge on credit cards.
- b) Where a service charge is placed on a guest's bill, the bill will state that a gratuity is not included.
- c) Employees shall reimburse the Employer tips paid on returned credit card charges provided proof of guest's failure to pay Employer is shown to the employee.
- d) Where a gratuity is not included in a "special package" price, the voucher for food or beverage will state that "a gratuity is not included".
- e) Employees will receive all charged gratuities on regular payroll checks.
- f) An 18% service charge shall be added for parties of eight (8) or more which shall go to the serving person or persons.

6.9 Ala Carte Compensation. If the Employer wishes to change the method of compensation for ala carte service persons, the Employer agrees to negotiate with the Union and reach prior agreement before any such change is put into effect. In the event the Parties bargain to impasse, such unresolved issue shall be arbitrated in accordance with the arbitration procedure in Article 10.

ARTICLE 7
Meals, Uniforms and Employee Areas

7.1 Meals

- a) The Employer shall continue to provide employees meals free of charge consistent with past practice and only while on duty or as otherwise provided.
- b) Meal periods shall be an uninterrupted one-half (1/2) hour for which the employee is not to be compensated. If employees are required to work any portion of the meal period, they shall receive the regular hourly rate for the entire meal period. Employees are responsible for clocking in and out at the beginning and end of each thirty (30) minute meal period. There will be no automatic deductions of the one-half (1/2) hour. No present employee shall suffer a wage reduction or be imposed with added hours through the effect of this Agreement. Present meal periods shall not be increased in order to defeat the purpose of this Section.
- c) The Employer shall provide meals which are palatable and wholesome. A selection of meal items shall be available to include two hot entrees. The meal shall be served under clean and sanitary conditions.
- d) Should problems arise concerning food quality 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. The Employer shall replace uniforms as needed in a timely manner.

- b) Uniforms shall be designed and maintained in such a manner as to account for the conditions in which employees work, the tasks they perform, and safety and health issues.

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.

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

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

ARTICLE 8
Hours of Work, Overtime and Premium Pay

8.1 No Guarantee. This Article is intended to indicate the normal number of hours of work. It shall not be construed as a guarantee of minimum or maximum hours of work per day or per week, or of the number of days of work per week, or of working schedules, however, this section is subject to Article 9 on Seniority.

8.2 Standard Workweek. The Employer's standard workweek for overtime pay computation purposes shall be one hundred and sixty-eight (168) consecutive hours beginning at 12:01 a.m. Monday through 12:00 midnight Sunday. The Employer agrees to notify the Union of any change in the standard workweek. The Employer shall attempt to schedule employees for five (5) consecutive days where reasonably possible to do so.

8.3 Standard Workday. The standard workday shall be a regularly scheduled eight (8) working hours within eight and one-half (8 ½), or a regularly scheduled ten (10) hours within ten and one-half (10 ½) on the Employer's premises. Whenever practical, split shifts will not be used, except in banquets. Unless otherwise agreed to by employee/employer as in past practice.

8.3.1 Rest Between Shifts. No Employee shall be scheduled to work less than eight (8) hours from the end of their last scheduled shift unless the employee agrees, or in the case of an emergency.

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

B) The Employer shall not make a practice of requiring employees to work overtime. In general, overtime will be required only whenever necessary, and then on two (2) hours' notice of daily overtime, or in case of emergency, and then maximum possible advance notice will be given. Employees required to work daily overtime will be allowed up to fifteen (15) minutes paid time to make necessary arrangements to accommodate the overtime.

8.5 Overtime Pay. Non-exempt employees, except banquets covered under the FLSA 7(i) exemption, shall receive overtime pay for all hours worked in excess of forty (40) hours per standard workweek.

8.6 Daily Premium Pay. Bargaining unit employees, except banquets covered under the FLSA 7(i) exemption, shall receive premium pay of time and one half (1½) their regular straight time hourly rate of pay for all hours worked in excess of eight (8) hours per day. However, any shift that begins prior to twelve (12) midnight, but ends after twelve (12) midnight, shall be treated as one day for purposes of computing pay rates. The time and one half (1½) premium after eight (8) hours shall not be applicable to employees regularly scheduled for ten (10) hour days. Employees regularly schedule for ten (10) hour days shall receive premium pay of time

and one half (1½) their regular straight time hourly rate for hours worked in excess of ten (10) hours per day.

8.7 Premium Pay for 7th Day. All bargaining unit employees, except banquet, shall receive premium pay at a rate of time and one-half (1½) their regular straight time rate of pay for all hours worked on the employee's seventh (7th) consecutive day of work. This provision does not apply to banquet employees. No employee shall be guaranteed work on the seventh (7th) consecutive day.

8.8 No Duplication of Overtime or Premium Pay. There shall be no pyramiding or duplication of overtime and/or premium pay for the same hours worked.

8.9 Replacements. Once the schedule has been posted, management shall be responsible for scheduling replacements in the case of sickness, injuries. If an employee proposes a replacement such substitute shall be approved in advance by the manager.

8.10 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.

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.

8.11 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 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 seventh (7th) day premium pay or daily overtime payment.

8.12 Time Off. Employees shall have the right to request to take that portion of the workday off without pay 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.

8.13 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) weeks' pay in lieu of the required notice, to be prorated by the period of notice actually given. The Parties acknowledge that unexpected fluctuations of business are beyond the control or knowledge of the Employer in the application of this section.

8.14 Rest Breaks. The Hotel shall continue to provide two (2) fifteen (15) minute paid breaks during each eight (8) hour shift.

8.15 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 Company shall inform the union of any increase and the reason therefore.

8.16 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 wage rate for the new classification or combination shall be pursued through the Grievance and Arbitration Procedure in Article 10.

8.17 Rate of Pay. 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.

8.18 Full-Time Payroll Employees. Regular full-time payroll employees are employees who have completed their probationary period and work a minimum of twenty-two (22) hours a week.

8.19 Unauthorized Deductions Prohibited. In accordance with applicable laws, Employer shall not make unauthorized deductions from an employee's wages.

8.20 Work Schedules. Employer will post work schedules five (5) days prior to first scheduled day of work. The initial schedule will be posted by the end of the day Wednesday prior to the start of the new schedule. An employee will have until 12:00 noon on Friday to advise their manager of any error in the schedule.

8.21 Translation Pay. Employees who are assigned by the employer to perform translation services during an employee meeting will receive a ten-dollar (\$10.00) fee in addition to their regular wage.

ARTICLE 9

Seniority

9.1 Definition. Seniority shall mean continuous length of service in the establishment from first day of work in the classifications covered by this Agreement after completing probation.

Such classifications are set forth in Appendix B, incorporated herein. With the exception of the banquet wait staff and banquet bartenders, such seniority shall be established by being regularly scheduled in a classification. Employees who work on an intermittent basis in another classification shall not build seniority in that classification.

9.2 Same Start Date. 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 they 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, they 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 promoted to a higher classification shall serve a thirty (30) working day probationary period. During the probationary period, the Employer may return the employee to their previously held classification, room and schedule, for inability to perform the duties of the new job, or the employee may elect to return to their previously held classification, room and schedule if the position is not permanently filled; otherwise, the employee shall be given available work in that classification. Employees so returning to previous work shall suffer no loss of seniority.

a) 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.

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 below. In the event of a permanent room closure, displaced employees will be permitted to use their classification seniority for the purpose of scheduling in another room.
- b) Scheduling of vacation time.
- c) Offering of overtime work and requiring in reverse order, subject to Section
- d) Employees may exercise their seniority to not work the holiday, if business permits with the junior employee(s) in the classification being required to work as needed. To be excused employees shall give the Employer two (2) weeks' notice prior to the holiday. Employees regularly scheduled to work the day on which the holiday is celebrated may not be bumped out of their shift.

e) Scheduling of Work

1. Where practical, senior employees who are qualified shall be scheduled to receive the maximum number of available hours on the work schedule up to an eight (8) hour day, five (5) day, forty (40) hour week. Senior employees may not claim part of a shift and may claim shifts only when they become available on a regular basis. Split shifts shall be considered separate shifts for scheduling purposes. It is understood that employees shall not be permitted to establish their own work schedules nor shall they be permitted to work overtime without the specific approval of their Supervisor. Nothing herein shall be interpreted as a guarantee of a minimum number of hours or days of work.
2. The above factors, in the use of part-time employees and work schedules will be recognized in scheduling. The Employer will endeavor to maximize the number of full-time positions, based on the employee's availability.

f) Promotion, demotion or transfer to new job openings.

g) Upon request in writing, any employee scheduled less than five (5) days per week may exercise their seniority for five (5) days of work per week when additional shifts become vacated on a regular basis, unless such shifts are eliminated. The employee must bid the five (5) day schedule as posted.

h) Bartenders whose hours are involuntarily reduced below those for which they are regularly scheduled will be permitted to pick up available hours at banquet bars on the basis of their seniority.

i) Preferential Rooms and Stations. Where rooms and/or stations are assigned on a permanent basis, rather than being rotated, all employees shall be given preferential rooms and/or stations on the basis of seniority, provided they are qualified.

j) Use of Part-Time Employees. Where practical, the Employer shall not use two (2) or more part-time employees where a qualified, full-time employee is available and requests such hours; except in those scheduling situations where the Employer is required to meet the report-in provision (8.10), the available work requires the use of overlapping schedules or a split shift (except wait staff) or where such scheduling is otherwise not practical in the Employer's operations. Provided, the employee has the qualifications and ability to perform the work.

9.6 Layoffs and Recalls. During layoffs or reductions in the working force the employee with the least seniority in the job classification affected shall be laid off first. When the working force is again increased, employees on layoff shall be recalled in the order of their job classification seniority, unless circumstances have occurred during the layoff which make them

disqualified. Ability to perform the work available shall be a determining factor in following the principle that the last employee laid off will be the first employee rehired.

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

9.8 Classification Seniority. Employees changing classifications shall begin their seniority for scheduling on day of entry into the new classification. During layoffs or reduction in the work force within a classification, an employee may exercise any accrued seniority in their prior classification to revert to the classification from which they were last transferred. In the event of a permanent room closure, displaced employees will be permitted to use classification seniority for the purpose of scheduling in another room.

9.9 Notice of Recall. Where an employee is notified at the time of layoff when they are to report back to work, they will promptly report at such time without further notice. When an employee is not notified at the time of layoff when they are to report back to work, they 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; it shall be the responsibility of each employee to have their correct address on file with the Employer. 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 or being otherwise inactive from work for longer than twelve (12) months or the employee's length of seniority, whichever is shorter.
- g) Terminates employment from the regular schedule and works on an intermittent call-basis only.
- h) Is absent for two (2) consecutive workdays without reporting to the Company the reasons for the absence.

- i) Works for another employer during a leave of absence. This subdivision shall not apply in situations where the employee is already working for another employer prior to the leave.

9.11 Job Posting. New job openings will be posted for a minimum of five (5) days, including the weekend and will be awarded to qualified applicants. The Employer shall take reasonable steps to encourage internal promotion applications, including offering reasonable training to underqualified Employees. 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, the Employer may offer the job to any employee it deems qualified or hire a new employee for the job.

b) If a bargaining unit member is denied a job transfer or promotion, upon their request, the Employer will meet with the Employee to discuss the reasons for the selection and discuss preparing the employee for future opportunities.

9.12 Cross Training. In an effort to maximize the schedules of all full-time and regular part-time employees, voluntary cross-training will be developed and utilized upon request. Employees working outside their classification shall be considered "casual" employees and shall have no seniority rights in such classification unless regularly and routinely scheduled for a minimum of 90 days.

9.13 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 via a monthly electronic communication and upon request a list of employees and their classifications.

9.14 Lead Employees. Lead employees in the bargaining unit will be scheduled according to their classification seniority unless they are needed at specific times to perform supervisory duties. The Employer may select bargaining unit lead employees without regard to seniority. Lead employees may be demoted to nonlead status with no recourse to the grievance and arbitration procedure. Demoted employees may exercise their seniority as an exception to 9.7, Bumping, and assume the schedule to which their seniority entitles them.

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 them with Step 1 if they so desire.

Step 2. If the employee feels the complaint has not been settled satisfactorily pursuant to Step 1, the employee shall discuss the matter with the Director of Human Resources or Designee. An aggrieved employee may have the Union Steward assist them with Step 2 if they so desire. The Director of Human Resources or Designee will issue a decision within seven (7) days.

Step 3. If the grievance is not satisfactorily settled in Step 1 or Step 2, 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 Director of Human Resources, or Designee; except that in no event shall the aggrieved employee have less than seven (7) calendar days from the date of the decision of the Human Resources Director, or Designee, as set forth in Step 2 above, to file such written grievance; provided however, the fourteen (14) calendar day and/or seven (7) 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 from the date on which the incident which gave rise to the grievance occurred or seven (7) calendar days from the decision of the Human Resources Director, or Designee shall result in such grievance being presumed to be without merit and it shall be barred from further consideration.

Step 4. The representative or representatives of the Employer will confer with the Union Steward and/or Union Business Agent within fourteen (14) calendar days after receipt of such written grievance in an effort to settle the grievance, unless the time limit is extended by mutual written agreement of the Parties. If not settled at this conference, the Employer shall issue a decision in writing on any such written grievance within seven (7) days from the time such grievance meeting is adjourned.

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

10.3 Arbitration Procedure. If the grievance cannot be satisfactorily settled by the above steps of the grievance procedure, either of the Parties may request Arbitration by giving the other Party written notice of its desire to arbitrate within fourteen (14) calendar days after the Employer or the Union has made its final written answer as provided in Step 3 (unless the Employer and the Union mutually agree in writing to extend the time limit), in which event the grievance shall be arbitrated according to the following procedure:

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

one strike at a time, three (3) names from the list of seven (7) persons, the first to strike to be determined by a coin toss. The person remaining on the list after each Party has exercised its strikes shall become the Arbitrator. Either party may request additional lists if those supplied are not satisfactory; to a maximum of three (3) lists. The Parties may select an Arbitrator by other means, if such other method of selection is confirmed by a written stipulation.

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

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

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

10.4 Mediation. After a grievance has been submitted to arbitration, and prior to any arbitration hearing, the parties may mutually agree to mediate the grievance in an effort to resolve the dispute. The mediator shall be requested from the Federal Mediation and Conciliation Service (FMCS) at no cost to the parties. The Employer and the Union shall give good faith consideration to the recommendations of the mediator.

10.5 Final and Binding. Any decision reached at any stage of these grievance proceedings or by the Arbitration Procedure shall be final and binding upon the Employer, the Union and the employee(s) involved. The Employer, the Union and the aggrieved employee shall comply in all respects with the result of such decision reached. The Parties agree that such decision shall be enforceable in a court of law.

10.6 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. Their 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 their 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 the Employer (except in cases of improper wage rate), or impose any liability not explicitly expressed herein.

10.7 Award of Arbitrator. Where an employee has been discharged in violation of this Agreement, the Arbitrator may order the employee reinstated, either with or without back pay for loss of income resulting from such discharge. The Arbitrator's written decision shall be issued within sixty (60) days of the hearing, unless otherwise mutually agreed in writing.

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

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

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

ARTICLE 11

Discipline and Discharge

11.1 Discipline and Discharge. The Employer will discipline employees for just cause only. Discipline will normally be in the following form in accordance with current practice:

- a) Verbal warning
- b) Written warning
- c) Final Written Warning
- d) Suspension Pending Investigation to Terminate (if an investigation is necessary)
- e) Discharge

Progressive discipline need not be followed in incidents of violations of a serious nature as provided in the Employer Handbook, or Standards of Conduct or as otherwise determined appropriate by the Employer (taking into account the involved employee's employment record, the seriousness of the offense(s) and similar factors): a copy of which handbook shall be provided to each employee.

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

11.3 Warning Notices - Cancellation. Warning notices shall not be used as a basis for discipline after a period of twelve (12) months. All Discipline will follow two (2) tracks, time and attendance and policy and procedure.

11.4 Suspension and Discharges. All suspensions and discharges will be in written form and copies will be submitted electronically to the Union 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 an unreasonable period of time. An issue specifically brought by the

employee to a Human Resources representative shall be responded to within seven (7) calendar days excluding weekends. Such time line may be extended by mutual agreement.

11.5 Disciplinary Meetings. In the event a meeting is held for disciplinary purposes, the affected employee shall have the right to have a Union steward and/or Union Representative present and shall be informed of such right prior to the meeting being held.

11.6 Interpretation. Upon the request of the Employee, the Employer shall provide interpreters for Employees not fluent in English during any investigative interview that may lead to discipline or discharge.

11.7 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.

11.8 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.

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

11.10 Personnel Files. The Employer shall at reasonable times and at reasonable intervals, upon the request of an employee, permit that employee to inspect such employee's personnel files on their 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 paid time off must first secure written permission from the Employer. Personal Leave shall not exceed thirty (30) calendar days and can only be taken once every twelve (12) months. Longer personal leave may be granted by the Employer in its discretion. The Employer shall not be expected to grant a leave of absence that will interfere with the Employer's operations. Leaves of absence shall be without pay. During a leave of absence, the employee shall not engage in gainful employment unless the leave is the result of the employee being hired for a position of full-time service with the Union. The employee must report to work promptly after the leave has expired. Failure to comply with this Article shall result in the complete loss of seniority rights of the employee involved. Seniority shall, but paid time off or other benefits shall not accrue or be provided during Personal Leave. An employee must complete their 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 paid time off, who completes their 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 them 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 paid time off or other benefits shall not accrue or be provided during the Medical Leave. This leave shall be taken concurrently with available FMLA leave. In the event the Employee requires an extension of leave, such request must be made prior to exhaustion of the approved leave period.

- a) A physician's statement shall not be necessary for illness or injuries of short duration: i.e. of up to three (3) days.
- b) Return to Work – Prior to exhaustion of the approved leave, the employee shall notify the Employer when they are ready to return to work and furnish the Employer a medical certificate from their physician that they are physically able to perform the essential duties of their 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 their 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 paid time off, except for one (1) week, forty (40) hours (five (5) days, as part of the twelve (12) week leave). Family and Medical Leave shall not be in addition to other leave time off under this Agreement and shall be taken concurrent with any other leave. 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 condition's 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 and Child Care leave.

12.5 Child Care Leave. Eligible employees shall receive "Child Care Leave" in accordance with the Minnesota Parenting Leave Act. Such leave shall be taken concurrent with available leave under FMLA. An employee shall be granted an unpaid childcare leave of absence of up to six (6) months in connection with the birth or adoption of their child. When possible, the employee shall notify the Employer of such intent three (3) months prior to the leave. Seniority shall accrue during such leave, but paid time off or other benefits shall not accrue or be provided during "Child Care Leave".

12.6 Return from Leave of Absence. Any employee returning from an authorized leave as stated in this Agreement shall return to their previously held job classification and schedule (hours, days, and room) provided that neither has been abolished and the employee is qualified. In the event the schedule has been abolished and cannot be reestablished, the employee may bump into any schedule commensurate with their 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 their former position as may be required by law.

12.8 Jury Duty. Any regular employee, exclusive of probationary, on-call or extra employees, required to serve on court jury (not grand jury), shall be given a leave of absence for the jury duty period and shall be paid the difference between their jury pay and the wages they otherwise would have earned during straight-time hours of available employment at their regular rate.

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

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

12.9 Bereavement Leave. All regular full, and regular part time employees, exclusive of probationary, on-call or extra employees, are eligible for bereavement pay and leave up to three (3) days for the purpose of attending the funeral or mourning service related to the death of an employee's immediate family. The immediate family shall include the employee's spouse, domestic partner, child, foster or step child, mother, father, brother, sister, mother-in-law or father-in-law, 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, as set forth in Article 15.6 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 service with the Union, the employee shall continue to accrue their seniority during the period of leave. Upon completion of service in the Union, the employee shall be returned to their former job as provided in the Return from Leave section, provided the employee notifies the Employer of such return within ninety (90) calendar days after completion of Union service.

12.11 Leave Benefits. In the case of parenting and medical leaves taken pursuant to the Family and Medical Leave Act, the Employer shall make sufficient group health insurance contributions, as determined by the Greater Metropolitan Hotel Employers-Employees Health and Welfare Fund ("Fund") to pay for the employee's insurance coverage for up to twelve (12) weeks of leave. The Fund shall make available group health insurance to employees at the employee's own expense for any portion of a parenting or medical leave in excess of twelve (12) weeks. In the case of other leaves which would otherwise result in loss of group health insurance coverage, the Fund shall make available group health insurance, to employees for the duration of the leave, at the employee's own expense, and otherwise consistent with the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). Employees shall retain pre-leave seniority and shall accrue seniority during all authorized leaves. Failure to return to work promptly at the end of an authorized leave of absence, unless due to an act of God, shall result in complete loss of seniority rights. The Employer may attempt to recover the cost of medical premiums paid during a covered leave of absence should the employee fail to return to work as provided for under the Family and Medical Leave Act.

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

ARTICLE 13 **Immigration**

Change of Immigration Status.

a. No Employee shall have a loss of seniority, compensation, or benefits due change in immigration status or social security, 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.

Workplace Immigration Enforcement.

- A) The Employer shall notify the Union as soon as practical if the Employer receives a no-match letter from the Social Security Administration, if it is contacted by the Department of Homeland Security (DHS) or, (formerly the INS) related to the immigration status of an employee covered by this Agreement or if a search and/or arrest warrant, administrative warrant, subpoena, or other request for document is presented. The Union agrees that it shall keep confidential any information it obtains pursuant to this provision and that it will use any such information solely to represent and/or assist the affected employee(s) in regards to the DHS matter. Recognizing the intent of the Article, the Employer will admit agents of the DHS only as it deems necessary and appropriate.
- B) The Employer shall permit inspection of I-9 forms by DHS or DOL only after a minimum of (3) three days written notice or other such period of time as provided by law or where such inspection is otherwise in accordance with the provisions of this Section. The Employer also shall permit inspection of I-9 forms where a DHS search and/or arrest warrant, administrative warrant, subpoena or other legal process signed by a federal judge or magistrate specially names employees or requires the production of I-9 forms. The Employer shall not provide documents other than the I-9 forms to DHS for inspection or reveal to the DHS the names, addresses or immigration status of any employees in the absence of a valid DHS administrative subpoena, or a search warrant or subpoena signed by a federal judge or magistrate or where otherwise required by law or it is otherwise deemed by the employer to be appropriate under the circumstances.
- C) To the extent legally possible, the Employer shall offer a private setting for questioning for employees by DHS.

13.2 Reverification of Status

a. The Employer will provide an employee with a least sixty (60) days' notice that the documents provided by the employee demonstrating work authorization are scheduled to expire and that the employee will need to re-verify their I-9 documentation and provide valid evidence of continued work authorization. Such notice will be provided to an employee through an electronic message to the employee's account in the Employer's human resource system. If the human resource system is unavailable, the Employer may provide notice to the employee at the time clock, by mailing a notice to the employee's address on file, and/or by direct communication from the employee's manager or human resources office.

b. The Employer shall not require or demand proof of immigration status, except as may be required by 8 USC 1324a (1)(B) and listed on the back of the I-9 form or as otherwise required by law.

c. In the event of a sale of the business of its assets, the employer shall offer to transfer the I-9 forms of its employees to the new employer or, at the employer's option, to jointly maintain

the I-9 forms of its employees with the successor employer for the period of three (3) years, after which the successor employee shall maintain said forms.

d. The Employer shall not take adverse employment action against an employee based solely on the results of a computer verification of immigration or work authorization status.

Social Security Discrepancies.

In the event that the employer receives notice from the Social Security Administration (“SSA”) that one or more of the employee names and Social Security numbers (“SSN”) that the employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with the SSA’s records, the employer agrees to the following.

a) Provide a copy of the notice to the employee and the Union upon receipt.

b) The Employer agrees that it will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the receipt of a no match letter or other discrepancy.

c) The Employer agrees that it will not require employees listed on the notice to bring in a copy of their Social Security card for the employer’s review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status solely as a result of the receipt of a no-match letter, unless otherwise required to avoid risk of prosecution, and

d) The employer agrees not to contact the SSA or any other government agency, solely as a result of receiving a no-match from the SSA.

Seniority and Leave of Absences for Immigration Related Issues

Upon request, employees shall be released for up to five (5) unpaid working days per year during the term of the Collective Bargaining Agreement in order to attend to DHS proceedings and any other related matters for the employee and the employee’s immediate family (parent, spouse, and/or dependent child). The Employer may request verification of such leave.

The Employer shall not discipline, discharge, or discriminate against any employee because of national origin or immigration status, or because the employee is subject to immigration or deportation proceedings, except as required to comply with the law. An employee subject to immigration or deportation proceedings shall not be discharged solely because of pending immigration or deportation proceedings, so long as the employee is authorized to work in the United States.

If an employee obtains appropriate work authorization within five years after losing work authorization status solely as a result of change in DACA, DAPA or TPS status, the employee must provide documentation of the work authorization and return to work within six months after obtaining it or forfeit the leave provided in this subsection. The reinstated employee will displace

the least senior employee in the employee's former job classification. An employee will not accrue vacation, or the other benefits based upon particular Plan policies during such absence.

In the event that an employee has a problem with his or her right to work in the United States, after completing his or her introductory or probationary period, the Employer shall notify the Union in writing, and upon the Union's request, agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached. Whenever possible, this meeting shall take place before any action by the Employer is taken.

In the event that an employee does not provide adequate proof that they are authorized to work in the U.S. following their probationary or introductory period, and their employment is terminated for this reason, the Employer agrees to immediately reinstate the employee to their former position, without loss of prior seniority (but length of service for vacation or other benefits does not continue to accrue during the period of absence) upon the employee providing proper work authorization within twelve (12) months from the date of termination.

If the employee needs additional time, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of twelve (12) additional months. The parties agree that such employees would be subject to a probationary period in this event.

The Employer will furnish to any employee terminated because they have not provided adequate proof, they are authorized to work in the U.S. a personalized letter stating the employee's rights and obligations under this section.

ARTICLE 14
Holidays

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

- | | |
|------------------------|---------------|
| New Year's Day | Memorial Day |
| Independence Day | Labor Day |
| Thanksgiving Day | Christmas Day |
| Martin Luther King Day | |

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

14.3 Holidays Worked. All eligible employees who work on a holiday shall be paid straight time for the number of hours regularly scheduled, plus straight time for the number of hours actually worked on the holiday.

14.4 Eligibility Requirements. To be eligible for holiday pay, an employee must:

14.4.1 Meet the seniority requirements set forth above.

14.4.2 Have worked the scheduled hours on the workday immediately preceding and immediately following the holiday, unless the employee has failed to work the scheduled workdays with permission of the Company or is absent because:

- a) The employee's regularly scheduled day off falls on either the workday immediately preceding or following the holiday and they are not required to work that day.
- b) Employee is on an approved medical leave of absence.
- c) Jury duty requires absence from work.
- d) Illness or accident occurs during working hours, or can be proven to have occurred outside of working hours, on the workday immediately preceding or following the holiday and prevents an employee from continuing to work.
- e) Death in the immediate family as defined in the team member handbook.

14.5 Holiday During Vacation Period. 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 the Employer.

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

14.7 Tipped Employee Holiday Pay Adjustment. In addition to their regular hourly rates, all qualifying tipped employees working in the classifications of guest services (bell/door/valet), cocktail server, ala carte server, bartender, banquet server, banquet captain, banquet bartender, room server, and room service captain shall be compensated at the rate of \$6.50 per hour for non-worked holiday pay on all observed holidays.

ARTICLE 15
Paid Time Off (PTO)

15.1 Amount of PTO. Paid time off (PTO) is provided for employees to take time off for vacation and other personal reasons, including those permitted by the Minneapolis' Sick and Safe Time Ordinance (MSSTO).

a) All full-time employees within their first year of employment, exclusive of probationary period shall accrue (earn) PTO at the rate of one (1) hour for every 30 hours worked (0.0333 PTO hours per hour worked), up to a maximum of 48 hours in an anniversary year.

b) After one (1) year of employment, however, all full-time employees shall accrue (earn) PTO as follows:

<u>Continuous Service</u>	<u>Accrual Rate Per Hour Paid</u>	<u>Full-Time Equivalent</u>
1-9 years	0.0461538 hours of PTO	12 days (96 hours)
10-19 years	0.0653846 hours of PTO	17 days (136 hours)
20+ year	0.0846154 hours of PTO	22 days (176 hours)

c) Employees may accrue up to two (2) times their annual PTO earnings. An employee that reaches the cap shall not accrue additional PTO until the employee takes time off.

d) 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.

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

a) The Employer reserves the right to schedule vacations so that they will not interfere with business operations, but each employee should be entitled to take their vacation not later than six (6) months after they have qualified for it. Vacations must be taken within the vacation period established by the Employer. This section shall not be construed to reduce vacation benefits established by past practice.

b) All vacation requests will be approved or denied within ten (10) days of the employee's request. Requests cannot be made more than ninety (90) days in advance, except for unusual circumstances. Once a request is approved, more senior employees cannot bump a less senior employee.

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

15.4 Terminated Employees. Employees who are or who terminate their employment shall be entitled to pro-rated PTO pay earned. Provided, however, employees voluntarily terminating employment must first notify the Employer two (2) weeks prior to such termination and work through their notice period in order to be eligible to receive such pro-rated PTO pay.

15.5 Terminated Employees - Six Months to One Year. All employees whose employment relationship with the Employer is terminated and who have been employed continuously for a period of six (6) months or longer during any twelve (12) month period in which PTO is earned shall be paid PTO on the basis of two (2) days for the first six (6) months of such employment and one-half (1/2) day for each additional month of such employment up to the maximum PTO allowance provided for in the foregoing. This provision shall not apply to employees terminated for cause.

15.6 Tipped Employee PTO Adjustment. In addition to their regular hourly rates, tipped employees working in the classifications of guest services (bell/door/valet), cocktail server, ala carte server, bartender, regular banquet server, banquet captain, room serve waiter, and room service captain shall be compensated at the rate of \$6.50 per hour for all PTO hours paid.

ARTICLE 16

Banquet Department

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

16.2 Banquet Employees Seniority and Scheduling. The Employer will maintain three (3) banquet employee lists for purposes of scheduling at the Hotels.

a) First List.

The First List will contain the names of all regular full-time banquet employees. These employees must be available to work any shift at the Hotels, seven (7) days per week. The seniority list for regular full-time banquet employees shall be posted every three (3) months and upon request, an updated copy of the list will be provided to the Union.

Although fluctuations in business will have an impact on the Employer's ability to consistently schedule these employees on a full-time basis, it is the intention of the parties to provide First List employees with a reasonable opportunity to work a full-time schedule. Accordingly, the number of employees on the First List will be established and maintained so as to reflect this intention.

b) Second List.

The second list will contain the names of Banquet employees who are available to work all shifts seven (7) days per week. These employees shall be scheduled up to three (3) shifts per week and shall then be offered up to three (3) additional shifts per week, if work is available, before on call servers. Second list employees will be on a separate seniority list, which will be posted every three (3) months, and upon request an updated copy will be provided to the Union. Second list employees will be scheduled only after the first list has been exhausted, or when necessary to meet the staffing needs, or where use of first list employees would result in the payment of overtime. The employer reserves the right to determine the number of employees on the second list.

First list banquet servers requesting to transfer to second list must have a minimum of three (3) years' experience on the first list prior to requesting a transfer to the second list. First list banquet servers transferring to the second list will be dovetailed based on their first list seniority.

c) On-Call List.

The On-Call List will contain the names of banquet employees who are called and work on an "as needed" basis at the Hotels. These employees will be considered "casual" and shall not accrue seniority. On-Call employees may be scheduled when the First and Second Lists have been exhausted, where necessary to meet staffing needs, or where use of First or Second List employees would result in the payment of overtime.

d) Seniority Standing.

First List employees moving to the Second List will be "dove tailed" based on seniority date. The Second List employees moving to the First List will go to the bottom of the list with seniority based on date of transfer.

16.3 Banquet Service Charges. Of the service charges and administrative fees received by the Employer, Servers shall receive 14.5%, Banquet Captains an additional .5 % and banquet House Persons shall receive 2%. Such amounts shall be pooled each week and paid out based on hours worked. Any increase in the total service charge to the guest shall be discussed by the Parties.

16.4 Service Charge on Complimentary/Promotional Functions. For promotional, complimentary, or in-house functions, employees will be paid a service charge as provided in Section 16.3 based on average service charge of the previous two pay periods.

16.5 Action Stations. Banquet servers may be assigned to serve food at banquet action stations (e.g., carving or salad station) unless it involves cooking (e.g., omelet or pasta station). If a banquet server is assigned to an action station for one or more hours, a fee of \$75 shall be included in the service charge pool.

16.6 Corkage Fee. A service charge or corkage of three dollars (\$3.00) for guest-supplied wine shall be included in the service charge pool.

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

16.8 Holiday and PTO Pay. All regular banquet service employees shall be entitled to holiday and PTO benefits on a pro-rated basis.

ARTICLE 17 **Culinary**

17.1 Knives. The Employer agrees to continue to provide sharpened knives bi-weekly as is the current practice. If they Employer decides to change this practice at any time it shall meet and discuss possible alternatives.

17.2 Shoe Reimbursement. Kitchen positions, including stewards, shall receive up to \$45.00 per year shoe reimbursement.

ARTICLE 18 **Guest Services**

18.1 The Employer shall endeavor to secure a portorage fee for all tour luggage brought in and out of the hotel. The Employer shall recommend to tour groups minimum portorage of four dollars (\$4.00) per bag. Where a group requires other special deliveries to rooms, the Employer shall recommend to the group a fee of four dollars (\$4.00) per delivery. Such fees that are collected up to four dollars (\$4.00) per bag shall be distributed to the guest services (bell/door/valet) employees that deliver the luggage.

ARTICLE 19 **Housekeeping Department**

19.1 Room Cleaning. Housekeeping employees shall not be required to clean in an eight (8) hour shift more than fifteen (15) rooms on Mondays through Fridays, fourteen (14) rooms on Saturdays, and thirteen (13) rooms on Sundays.

19.1.2 Room Attendants assigned four (4) doubles shall drop one (1) room.

19.1.3 "No service" rooms shall not be counted as a cleaned room. A room attendant may be assigned other work in lieu of such rooms, but shall not be required to leave early.

19.2 Bought Rooms. In the event of unusual business, the Employer may require employees to clean more rooms. Room Attendants who clean more than the above quota in an eight (8) hour shift shall be paid a bonus equal to six dollars (\$6.00) per additional room in

addition to their base pay. Such amount shall increase by .25 cents effective May 1, 2022, and an additional .25 cents on May 1 each subsequent year of the Collective Bargaining Agreement.

19.3 Extra Bed Pay. Room attendants shall be paid two dollars (\$2.00) for each rollaway/cot (a) made up in an occupied room, or (b) removed, remade, and put away.

19.4 Assistance. One house person shall normally be scheduled for every one hundred (100) checkout rooms. A room attendant may request assistance when non-routine work is quite difficult or requires heavy lifting. 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, chair, bathtub, or vanity.

19.5 Multiple Floors. The Employer shall, as much as possible, assign room attendants on one (1) floor or adjacent floors each day. Room attendants assigned on four (4) or more floor shall drop one (1) room.

19.6 Vomit/Defecation. Any employee required to clean human or pet vomit or defecation inside the Hotel will be paid an additional twenty dollars (\$20.00) for such duty. Such pay will be subject to the approval of the Executive Housekeeper or manager.

19.7 Sufficient supplies. Room attendants will not be disciplined for not finishing rooms if they are not provided sufficient supplies, linens, and equipment to do the work, provided the employee has given immediate notice to management of any insufficiency so that the problem can be rectified.

19.8 Gratuities. Gratuities left by guests in hotel rooms are for the exclusive benefit of room attendants.

19.9 Cleaning Supplies. A list of all cleaning products used by Employees will be provided to the Union once per year upon request.

19.10 Renovations. In the event that the Employer renovates rooms, adds amenities to rooms, or makes any changes which would affect the daily workload of the room attendants, the Employer 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.

ARTICLE 20

Dining Rooms and Lounge

20.1 Coupon/Vouchers. Servers and Bartenders shall be paid a service fee of eighteen percent (18%) of menu price (or menu price equivalent) on all food and beverage served in conjunction with any coupon, voucher, in-house or complimentary program.

20.2 Guest Seating. All guest parties shall be seated in a rotation order so as to ensure a fair distribution of the workload, consistent with guest preference and table availability.

ARTICLE 21
Room Service Department

21.1 Room Service Servers. Room Service Servers shall receive Eighteen percent (18%) of the menu price (or equivalent) on all ala carte orders delivered by the room service department. In no event shall room service servers receive less than two dollars (\$2.00) on any single ala carte delivery to any one room.

a) Room service servers shall receive seventy-five percent (75%) of the service charge on the menu price (or equivalent) on all hospitality suite deliveries.

b) In-House Charges Fees. Room Service servers shall be paid three dollars (\$3.00) for each in house amenity delivery.

ARTICLE 22
Pregnancy Protection

22.1 Accommodations. If an employee so requests, and consistent with both the employee and employer's obligations under applicable law, the Employer shall provide a reasonable accommodation related to such employee's pregnancy, childbirth, or related conditions, including but not limited to the need to express milk for a nursing child. "Reasonable accommodation" may include, but not be limited to, more frequent or longer breaks, time off to recover from childbirth, temporary transfer to a less strenuous or less hazardous position, job restructuring, light duty, additional break time, reduction in room assignments, private non-bathroom space to express breast milk, assistance with manual labor and modified work schedules. Any time off provided as a reasonable accommodation will run concurrently with any protected leave the employee is otherwise entitled to take for the condition under applicable law.

ARTICLE 23
Panic Buttons/Safety

A. Devices Within 18 (eighteen) months of the date of this Agreement, the Employer shall provide a safety alarm to each employee assigned to work in a guest room without other employees present, at no cost to the employee. Each employee shall be required to carry the device with him or her at all times when working and to utilize such device when he or she believes there is an ongoing crime, harassment, or other emergency in the employee's presence. The devices shall be able to summon immediate on scene assistance to their location from another employee or security guard. The purpose of this section is to protect employee safety. The device may not be used to track or discipline for productivity-related issues. The employee in danger may cease work and leave the immediate area where the incident occurred to await the arrival of the employee or security personnel responsible for providing immediate assistance.

- B. In the event that the Hotel receives an accusation that a guest has made an unwanted sexual advance, request for sexual conduct, or other verbal or physical conduct of a sexual nature towards an employee or towards another guest of the establishment the Hotel shall complete an incident report and shall investigate the accusation. At the conclusion of the investigation, the Employer shall take any appropriate remedial measures to protect its Employees and guests. At the conclusion of the investigation, the Employer shall inform the complaining Employee of the steps that were taken in response to the Employee's accusation. Upon a reasonable request, the Hotel shall reassign the Employee to a different floor or work area away from the guest for the entire duration of the guest's stay.
- C. Upon receipt of an allegation of sexual assault or other criminal conduct by a guest against an employee, the Hotel shall promptly contact local law enforcement with jurisdiction, immediately notify the employee that law enforcement has been contacted, that he or she may be asked to provide a statement, and that they have a right to decline to do so, and provide the employee with sufficient paid time to provide a police statement, and shall fully cooperate with any investigation into the incident undertaken by the agency.
- D. When an allegation of sexual assault or criminal conduct by a guest against an employee is supported by a police report and statement made by such employee under penalty of perjury, the Hotel shall inform the guest that he or she is prohibited from returning to the Hotel and shall maintain such prohibition for returning to the Hotel for a period of at least three (3) years.
- E. The Employer shall not discipline nor otherwise adversely affect any employee for making a good faith complaint against a guest.

ARTICLE 24

Equipment

24.1 Supplies. The Employer shall provide sufficient supplies, equipment, and cleaning materials needed for the timely, safe, efficient, and effective performance of their duties to all Employees. Employees shall not be disciplined for not completing their work assignments 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.

24.2 Defective Equipment. Employees shall report on forms supplied by the Employer all defects of equipment. In the event such reported defect affects safety, the Employer shall investigate the condition to determine its safety and, if necessary, effect repairs to operate such equipment. No Employee shall be required to use equipment that they reasonably consider to be in an unsafe condition.

ARTICLE 25
Technological Changes & Automation

25.1 Technological change includes, but is not limited to the use of machines (including by way of example only, computers, robots, handheld devices, and tablets), automation, software, systems, programs, applications or other scientific advancements to replace or substitute for, improve, alter, increase or decrease, or evolve the type or manner of work performed by employees in the Employer's workplace.

- (A) The Employer will provide the Union thirty (30) days' notice of upgrades, modifications, improvements, or extensions of technology currently in use by bargaining unit employees.
- (B) The Employer shall give the Union at least ninety (90) days advance notice of any technological change before it is implemented. In the event the Employer intends to design such technology change, the notice shall be given before any design work on the technology is commenced. The Employer shall explain to the Union the intended function of the technology, the nature of the technology and who will develop it, the timing of its planned implementation, and the expected work needed to implement the technology and keep it running. If the Union questions or objects to the change, the Employer shall promptly negotiate in good faith the foregoing matters with the Union. The Employer shall share prototypes with the Union subject to an appropriate confidentiality agreement.
- (C) If an agreement cannot be reached in the negotiations, either party may choose to move the issue, as well as the impact and effects of the change, to Arbitration as described in Article 10 of this Agreement. The Employer shall not implement any technology unless the Employer has carried out these duties to the Union.

ARTICLE 26
State and Federal Law

26.1 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.

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

ARTICLE 27
ESL

27.1 The parties agree to examine the feasibility of establishing an ESL program.

27.2 English Proficiency. While English is the language of the workplace, the Employer recognizes the right of Employees to use the language of their choice when speaking amongst themselves during work hours provided that such conversations are conducted in a manner that is respectful of guests and other Employees and is consistent with quality guest service.

ARTICLE 28
Safety & Labor Management Committee

28.1 The Employer recognizes its obligations to provide a safe, harassment free and healthy environment for its employees. To assist in the goal, there shall be a Safety/Harassment/Labor Management Committee which shall be represented by no more than three (3) union employees and three (3) Employer representatives. The Committee shall meet at least every 3 months or as needed. The Union Business Agent or their representative and a representative from Human Recourses shall participate in an advisory capacity.

28.2 Right to Refuse Unsafe Assignment. An employee may refuse a work assignment if they have a reasonably good faith belief that such assignment subjects them to unusually dangerous conditions which are not normally part of the job. Prior to exercising their rights under this Article, the Employee shall promptly notify management of the perceived unsafe condition. The Employer may not discriminate or retaliate against an employee for exercising their rights.

ARTICLE 29
Medical Examinations

The Employer may require and pay for physical and medical examinations, including drug testing, 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 30
Health and Welfare

30.1 Initial Eligibility & Qualifying Period – Effective May 1, 2023, Employees who work 255 hours or more within a three (3) month or less time period are eligible for Health and Welfare benefits through the Greater Metropolitan Hotel Employers-Employees Health and Welfare Trust Fund. The effective date of coverage is on the first (1st) day of the second (2nd) month following the end of the prescribed time period for which 255 hours of contributions have been paid by the 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.

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

Effective May 1, 2023, the Employer agrees to contribute to the Fund four dollars and two cents (\$4.02) for each hour paid to all employees based on the April 2023 hours.

Effective May 1, 2024, the Employer agrees to contribute to the Fund four dollars and twenty-six cents (\$4.26) for each hour paid to all employees based on the April 2024 hours.

Effective May 1, 2025, the Employer agrees to contribute to the Fund four dollars and fifty-five cents (\$4.55) for each hour paid to all employees based on the April 2025 hours.

b) Benefits - The Fund Trustees are expressly authorized to adjust benefit levels and/or eligibility for same to maintain the solvency of the Fund.

c) Employer Obligation - The Employer's obligation to contribute to the Health and Welfare Trust Fund is limited to the amount of contribution specified above.

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

30.4 Delinquent Payments - The failure, refusal or neglect of the Employer to report and pay the Fund the contribution required herein on or before the 10th day of the month following the month in which the employee worked, shall subject the Employer to liability for the principal and in addition, liquidated damages of twelve percent (12%) of the delinquency, eight percent (8%) interest on the delinquency and reasonable attorney fees and costs incurred in the collection of the delinquency; provided the Employer is served with at least fourteen (14) calendar days' written notice of default. In the event that an employee working under the jurisdiction of this Agreement is rendered ineligible to receive benefits by virtue of the Employer's failure to pay the contribution required herein, the Employer shall be liable and responsible for any claim for benefits to which the employee would otherwise have been entitled.

30.5 - Delinquency Enforcement - In enforcing the Employer's obligation set forth in this Article after due notice to the Employer of his delinquency, neither the Union nor the Fund shall be obligated to invoke or exhaust the Grievance and

Arbitration Procedure set forth in Article 10 prior to initiating an action for legal and/or equitable relief.

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

30.7 - 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.

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

30.9 - Terms of Health and Welfare Contributions - In the event the Union grants to or negotiates with any other Employer, who is a contributor to or participant in the Greater Metropolitan Hotel Employers-Employees Health and Welfare Fund, terms which are more favorable than the terms contained in this Article, including but not limited to reduction in Employer contributions or a requirement that employees pay a portion of the cost of their health insurance, the Union will immediately notify the Employer and make available said terms to the Employer.

ARTICLE 31 **Employer 401K**

401K - The Employer shall continue to provide a 401(k) benefit to Employees as per the current practice.

ARTICLE 32 **Subcontracting, Successors and Assigns**

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

32.2 Excluding emergencies, the employer shall not be permitted by mutual agreement to subcontract out any bargaining unit work during the life of this agreement.

ARTICLE 33
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 34
Term of Agreement

This Agreement shall be in effect for a period of four years commencing on the 31st day of January 2022 and shall continue to and including the thirtieth (30th) day of April 2026 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 20th day of April, 2022.

Intercontinental Hotel MSP



General Manager

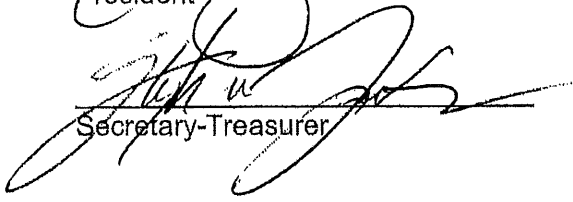


Human Resources Director

UNITE HERE! Local #17



President



Secretary-Treasurer

APPENDIX A
Minimum Wage Rates by Classification

Housekeeping	Ratification	5/1/2022	5/1/2023	5/1/2024	5/1/2025
Room Attendant					
Laundry, Public Space, House Person					
Start	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24
12 Months	\$15.45	\$15.67	\$16.22	\$16.54	\$16.87
24 Months	\$16.00	\$16.39	\$16.96	\$17.30	\$17.65
36 Months	\$16.60	\$17.19	\$17.79	\$18.14	\$18.50
48 Months	\$17.25	\$17.85	\$18.47	\$18.84	\$19.22
Uniform Attendant					
Start	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24
12 Months	\$15.45	\$15.67	\$16.22	\$16.54	\$16.87
24 Months	\$16.00	\$16.39	\$16.96	\$17.30	\$17.65
36 Months	\$16.60	\$17.19	\$17.79	\$18.14	\$18.50
48 Months	\$17.25	\$17.85	\$18.47	\$18.84	\$19.22

Guest Services	Ratification	5/1/2022	5/1/2023	5/1/2024	5/1/2025
Front Office Agent (GSA, PBX)					
Start	\$16.00	\$16.32	\$16.65	\$16.98	\$17.32
12 Months	\$16.48	\$16.55	\$16.85	\$17.19	\$17.53
24 Months	\$16.97	\$17.05	\$17.65	\$18.00	\$18.36
36 Months	\$17.48	\$17.90	\$18.53	\$18.90	\$19.28
48 Months	\$18.01	\$18.64	\$19.29	\$19.67	\$20.06
Concierge					
Start	\$16.25	\$16.58	\$16.91	\$17.24	\$17.59
12 Months	\$16.74	\$16.90	\$17.10	\$17.44	\$17.78
24 Months	\$17.24	\$17.45	\$17.90	\$18.25	\$18.61
36 Months	\$17.76	\$18.15	\$18.78	\$19.15	\$19.53
48 Months	\$18.29	\$18.89	\$19.54	\$19.92	\$20.31

Bell/Door/Valet

	Applicable Minimum Wage +\$0.50 + PTO adjustment rate
--	---

Culinary	Ratification	5/1/2022	5/1/2023	5/1/2024	5/1/2025
Lead Cook/Demi Chef					

Start	\$20.00	\$20.40	\$20.81	\$21.22	\$21.65
12 Months	\$20.60	\$20.90	\$21.35	\$21.78	\$22.21
24 Months	\$21.22	\$21.64	\$22.40	\$22.85	\$23.31
36 Months	\$21.86	\$22.74	\$23.53	\$24.00	\$24.48
48 Months	\$22.85	\$23.65	\$24.48	\$24.97	\$25.47
Cook					
Start	\$19.00	\$19.38	\$19.77	\$20.16	\$20.57
12 Months	\$19.57	\$19.76	\$20.16	\$20.56	\$20.97
24 Months	\$20.16	\$20.35	\$20.55	\$20.96	\$21.38
36 Months	\$20.76	\$20.97	\$21.17	\$21.58	\$22.01
48 Months	\$21.38	\$21.59	\$22.00	\$22.44	\$22.89
Pastry					
Start	\$18.00	\$18.36	\$18.73	\$19.10	\$19.48
12 Months	\$18.54	\$18.72	\$19.09	\$19.48	\$19.87
24 Months	\$19.10	\$19.28	\$19.47	\$19.86	\$20.26
36 Months	\$19.67	\$19.86	\$20.05	\$20.25	\$20.65
48 Months	\$20.26	\$20.46	\$20.66	\$20.85	\$21.06
Prep/Pantry Cook					
Start	\$17.00	\$17.34	\$17.69	\$18.04	\$18.40
12 Months	\$17.51	\$17.68	\$18.03	\$18.39	\$18.76
24 Months	\$18.04	\$18.21	\$18.39	\$18.75	\$19.13
36 Months	\$18.58	\$18.76	\$18.94	\$19.12	\$19.51
48 Months	\$19.14	\$19.32	\$19.51	\$19.70	\$19.89
Stewarding					
Start	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24
12 Months	\$15.45	\$15.67	\$16.22	\$16.54	\$16.87
24 Months	\$16.00	\$16.39	\$16.96	\$17.30	\$17.65
36 Months	\$16.60	\$17.19	\$17.79	\$18.14	\$18.50
48 Months	\$17.25	\$17.85	\$18.47	\$18.84	\$19.22

Food & Beverage	Ratification	5/1/2022	5/1/2023	5/1/2024	5/1/2025
Host/Hostess					
Start	\$14.43	\$15.00	\$15.45	\$15.76	\$16.07
12 Months	\$15.73	\$15.55	\$16.16	\$16.40	\$16.73
24 Months	\$16.47	\$17.10	\$16.90	\$17.31	\$17.57
36 Months	\$17.30	\$17.85	\$18.25	\$18.75	\$19.25
48 Months	\$18.01	\$18.64	\$19.29	\$19.67	\$20.06
Bus person					

Start	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24
12 Months	\$15.45	\$15.67	\$16.22	\$16.54	\$16.87
24 Months	\$16.00	\$16.39	\$16.96	\$17.30	\$17.65
36 Months	\$16.60	\$17.19	\$17.79	\$18.14	\$18.50
48 Months	\$17.25	\$17.85	\$18.47	\$18.84	\$19.22
Barista					
Start	\$14.43	\$15.00	\$15.45	\$15.76	\$16.07
12 Months	\$15.73	\$15.55	\$16.16	\$16.40	\$16.73
24 Months	\$16.47	\$17.10	\$16.90	\$17.31	\$17.57
36 Months	\$17.30	\$17.85	\$18.25	\$18.75	\$19.25
48 Months	\$18.01	\$18.64	\$19.29	\$19.67	\$20.06

Bartender

	Applicable Minimum Wage + PTO adjustment rate
Server	
	Applicable Minimum Wage + PTO adjustment rate
Cocktail Server	
	Applicable Minimum Wage + PTO adjustment rate
Room Service Server	
	Applicable Minimum Wage + PTO adjustment rate

Banquets	Ratification	5/1/2022	5/1/2023	5/1/2024	5/1/2025
Banquet Houseperson					
Start	\$14.43	\$15.00	\$15.45	\$15.76	\$16.07
12 Months	\$15.73	\$15.55	\$16.16	\$16.40	\$16.73
24 Months	\$16.47	\$17.10	\$16.90	\$17.31	\$17.57
36 Months	\$17.30	\$17.85	\$18.25	\$18.75	\$19.25
48 Months	\$18.01	\$18.64	\$19.29	\$19.67	\$20.06
Lead Houseperson					
Start	\$15.00	\$15.36	\$16.15	\$16.25	\$16.46
12 Months	\$16.14	\$16.67	\$17.22	\$17.54	\$17.87
24 Months	\$16.84	\$17.39	\$17.96	\$18.30	\$18.65
36 Months	\$17.61	\$18.19	\$18.79	\$19.14	\$19.50
48 Months	\$18.25	\$18.85	\$19.47	\$19.84	\$20.22
Bar Porter					
Start	\$14.43	\$15.00	\$15.45	\$15.76	\$16.07
12 Months	\$15.73	\$15.55	\$16.16	\$16.40	\$16.73
24 Months	\$16.47	\$17.10	\$16.90	\$17.31	\$17.57
36 Months	\$17.30	\$17.85	\$18.25	\$18.75	\$19.25

48 Months	\$18.01	\$18.64	\$19.29	\$19.67	\$20.06
-----------	---------	---------	---------	---------	---------

Sr. Banquet Captain

	Applicable Minimum Wage +\$2.00 + PTO adjustment rate
Banquet Captain	
	Applicable Minimum Wage +\$1.00 + PTO adjustment rate
Banquet Server	
	Applicable Minimum Wage + PTO adjustment rate
Bar Captain	
	Applicable Minimum Wage +\$0.75 + PTO adjustment rate
Banquet Bartender	
	Applicable Minimum Wage +\$0.50 + PTO adjustment rate

Spa	Ratification	5/1/2022	5/1/2023	5/1/2024	5/1/2025
-----	--------------	----------	----------	----------	----------

Esthetician/Massage Therapist

Start	\$14.43	\$14.93	\$15.45	\$15.76	\$16.07
12 Months	\$15.73	\$16.28	\$16.85	\$17.19	\$17.53
24 Months	\$16.47	\$17.05	\$17.65	\$18.00	\$18.36
36 Months	\$17.30	\$17.90	\$18.53	\$18.90	\$19.28
48 Months	\$18.01	\$18.64	\$19.29	\$19.67	\$20.06
Spa Receptionist					
Start	\$13.88	\$14.36	\$15.15	\$15.25	\$15.46
12 Months	\$15.14	\$15.67	\$16.22	\$16.54	\$16.87
24 Months	\$15.84	\$16.39	\$16.96	\$17.30	\$17.65
36 Months	\$16.61	\$17.19	\$17.79	\$18.14	\$18.50
48 Months	\$17.25	\$17.85	\$18.47	\$18.84	\$19.22

Maintenance	Ratification	5/1/2022	5/1/2023	5/1/2024	5/1/2025
-------------	--------------	----------	----------	----------	----------

Lead Engineer

Start	\$22.22	\$23.00	\$23.81	\$24.29	\$24.78
12 Months	\$22.88	\$23.68	\$24.51	\$25.00	\$25.50
24 Months	\$23.57	\$24.39	\$25.24	\$25.74	\$26.25
36 Months	\$24.98	\$25.85	\$26.75	\$27.29	\$27.84
48 Months	\$26.66	\$27.59	\$28.56	\$29.13	\$29.71
Maintenance Engineer					
Start	\$21.22	\$21.96	\$22.73	\$23.18	\$23.64
12 Months	\$21.85	\$22.61	\$23.40	\$23.87	\$24.35

24 Months	\$22.51	\$23.30	\$24.12	\$24.60	\$25.09
36 Months	\$23.86	\$24.70	\$25.56	\$26.07	\$26.59
48 Months	\$25.46	\$26.35	\$27.27	\$27.82	\$28.38

**Effective 5/1/22 overscale employees shall receive the same cents per hour or percentage increases.

APPENDIX B
Seniority Classification

HOUSEKEEPING

1. Room Attendant
2. Turn Down Attendant
3. Housepersons
4. Public Space

LAUNDRY

5. Laundry Attendant
6. Uniform Attendant

GUEST SERVICES

7. GSA
8. Concierge
9. Van Driver
10. Bell/Door Person
11. Bell Door Captain

CULINARY

12. Lead Cook/Demi Chef
13. Cook
14. Pastry
15. Prep/Pantry

STEWARDEDING

16. Steward

FOOD & BEVERAGE

17. Host/Hostess
18. Bus Person
19. Barista
20. Food Server
21. Cocktail Server
22. Bartender
23. Expediter/Food Runner

ROOM SERVICE

24. Server

BANQUETS

25. Senior Captain
26. Captain
27. Server
28. Bartender

EVENT SERVICES

29. Lead House person
30. House person

MAINTENANCE

31. Lead Maintenance
32. Maintenance

