

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**BEST WESTERN NORMANDY INN AND SUITES**

**And**

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

**January 16, 2023 through April 30, 2026**

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## **COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT, effective this 16<sup>th</sup> day of January 2023, between the UNITE HERE Local 17, AFL-CIO hereinafter referred to as the “Union”, and the Best Western Normandy Inn and Suites, hereinafter referred to as the “Hotel”, “Company” or “Management”.

### **WITNESSETH:**

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

### **ARTICLE 1** **PURPOSE AND COVERAGE**

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

1.2 Coverage. For the purpose of this Agreement, the term “employees” shall cover all employees in the food, steward, beverage, service, hotel maintenance (where applicable), and housekeeping departments specifically listed in the Schedule of Wages, but excluding all secretaries, accounting, personnel, front office, sales and catering department, clerical employees, hostesses/hosts (where applicable), telephone operators, professional employees, and all guards and supervisors as defined by Federal Statutory Labor Law, except as otherwise reflected in an addendum for each Hotel and based upon past practice and custom. The listing of a classification in the Schedule of Wages does not require the Employer to employ any employee in that classification.

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

### **ARTICLE 2** **COMPLETE AGREEMENT**

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

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

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

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

### **ARTICLE 3** **UNION RIGHTS**

3.1 Union Recognition and No Individual Agreements. The Employer recognizes the Union as the duly certified bargaining agent of those employees covered by this Agreement. The Employer agrees not to enter into any agreements or contracts with its employees, individually or collectively, which conflict with the terms and provisions of this Agreement, except as expressly agreed to in the form of a written addendum for each Hotel.

3.2 Union Shop. It shall be a condition of employment for all employees covered by this Agreement that all employees who are members of the Union on the effective date of this Agreement shall remain members of the Union or pay fees in lieu thereof. Furthermore, any of these employees who are not members of the Union on the effective date of this Agreement shall, on or after the thirty-first (31st) day of the effective date of this Agreement, become and remain members of the Union or pay fees in lieu thereof. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirty-first (31st) day of their employment, become and remain members of the Union or pay fees in lieu thereof.

3.3 Checkoff. The Employer shall checkoff monthly Union dues and initiation fees and/or other required fees in a manner according to procedures agreed upon between the representatives of both Parties, upon receipt of the written authorization form to deduct union dues or fees signed by the employee. Deductions for checkoff shall be submitted to the Union by the tenth (10th) of each month, but in no event, later than the fifteenth (15th) of the month. New applications will be sent to the Union with the monthly billings.

a) 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.

b) Electronic Authorizations. The Union will provide to the Employer written 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.

c) 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.

d) New Employee Orientation. Upon request by the Union, Union representatives shall be afforded the opportunity to meet with new hires on a mutually agreeable date and time for up to fifteen (15) minutes within the first thirty (30) days of employment, without Employer representatives present. The new hire employee will be paid for this meeting time, to a maximum of fifteen (15) minutes. The Union shall provide advance written notice of any Union representatives designated to conduct such session. The Union shall not make any disparaging comments about the Employer during such sessions.

3.4 Tip Check-Off. 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.

Signature \_\_\_\_\_ of \_\_\_\_\_ Employee \_\_\_\_\_  
Date \_\_\_\_\_

The political contribution deduction shall be made once each month during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the UNITE HERE International, 275 Seventh Avenue, New York, NY 10001, accompanied by a form stating the name and Social Security number of each employee for whom a deduction has been made, and the amount deducted.

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

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

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

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

3.8 Union Stewards

a) The Employer recognizes the right of the Union to conduct an election or select from among the employees who are members of the Union, a Chief Steward[s] to handle such Union business at the Company where they are employed, as may from time to time be delegated to them by the Union. The name of such Chief Steward[s] shall be reported to the Employer. The Union shall designate the areas for which the Chief Steward[s] is responsible.

Union Chief 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 Steward[s] shall report to the Employer and to the Union violations of this Agreement and shall be entitled to assist in the handling of grievances during mutually agreeable times. Time spent by Stewards in grievance meetings under Section 10.1 during their regular work shift will be considered hours worked. Stewards shall not, however, interfere with the management of the business or direct the work of any employees regardless of whether they believe a grievance exists. Only the General Manager or 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.

3.9 Union Visitation. Union representatives and officers shall be privileged to visit the premises of the Employer, generally non-working areas, but, in any event, not guestrooms, at all reasonable hours for the transaction of official Union business. Union Officers and Union Representatives shall call or email ahead and shall notify the designated management representative of their presence upon the premises and shall not interrupt employees while working.

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

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

#### **ARTICLE 4** **MANAGEMENT RIGHTS**

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

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

**ARTICLE 5**  
**NO STRIKE/NO LOCKOUT**

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

5.2 Unauthorized Action. In the event any violation of the previous paragraph occurs which is unauthorized by the Union, the Employer agrees that there shall be no liability on the part of the International or Local Union or any of their officers or agents, provided that in the event of such unauthorized action, the Union first meets the following conditions:

- a) The Union shall declare publicly that such action is unauthorized by the Union if requested to do so by the Employer.
- b) The Union shall promptly order its members to return to work, notwithstanding the existence of a picket line, if requested to do so by the Employer.
- c) The Union shall not question the unqualified right of the Employer to discipline or discharge employees engaging in, participating in, or encouraging such action. It is understood that such action on the part of the Employer shall be final and binding upon the Union and its members and shall in no case be construed as a violation by the Employer of any provision of this Agreement. However, an issue of fact as to whether or not any particular employee has engaged in, participated in, or encouraged any such violation may be subject to arbitration. Only the fact as to whether or not an employee is engaged in a violation of this Article may be subject to the grievance and arbitration provisions of this Agreement, and the Arbitrator shall have no authority to alter the discipline issued by the Employer.

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

**ARTICLE 6**  
**PAY, GRATUITIES AND JOB CLASSIFICATIONS**

6.1 Minimum Rates. The minimum rates of pay for the job classifications covered by this Agreement are set forth in the Schedule of Wages, which is attached and made a part of this Agreement. There shall be no lessening of wages or direct cost item fringe benefits now prevailing established by prior agreements and by past practice. Direct cost item fringe benefits are defined as meals, uniforms, holidays, PTO, parking and insured or funded fringe benefits.

6.2 Merit Increases. The wage scale as set forth in the Schedule of Wages of this Agreement reflects minimum rates and does not prohibit an employee from receiving a higher wage. The Employer agrees to provide the Union with notice of any future merit increases granted to a bargaining unit employee.

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

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

6.5 Full-Time Payroll Employees. Regular full-time payroll employees are employees who have completed their probationary period and work a minimum of twenty (20) hours a week.

6.6 Business Costs. In accordance with applicable laws, employees shall not have unauthorized deductions made from their checks for such business costs as walkouts, bad checks, incorrect credit card stamps, addition errors, overpouring, cash register shortages or breakages.

6.7 Gratuities.

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

6.8 Ala Carte Compensation. If the Employer wishes to change the method of compensation for ala carte service persons, the Employer agrees to negotiate with the Union and reach prior agreement before any such change is put into effect. In the event the Parties bargain to



impasse, such unresolved issue shall be arbitrated in accordance with the arbitration procedure in Section 10.3.

6.9 Statement of Wages. The Employer shall provide employees with a statement of wages pursuant to Minnesota Law and, in addition, will provide employees with updated information regarding available Paid Time Off (PTO).

## **ARTICLE 7**

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

#### 7.1 Meals.

a) The Employer shall continue to provide employees with a Meal Allowance of \$4.55 per shift. Effective May 1, 2023 this allowance shall increase to \$4.65 per shift. Provided, however, that the Employer may, at its discretion elect to provide meals free of charge in lieu of these payments and shall provide notice to the Union of its intent to do so.

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.

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.

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 in Appendix A.

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

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

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

## **ARTICLE 8**

### **HOURS OF WORK, OVERTIME & PREMIUM PAY**

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

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

8.3 Standard Workday. The standard workday shall be eight (8) working hours within eight and one-half (8 1/2) on the Employer's premises. Whenever practical, split shifts will be abolished. The Employer may establish a regular schedule of ten (10) hour workdays within ten and one-half (10 ½) hours on the Employer's premises.

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

b) When same day daily overtime will be required, the Employer will provide as much advance notice as reasonably possible. Employees required to work same day daily overtime will be allowed up to 15 minutes of paid time, if necessary, to make such family or work arrangements as may be needed to accommodate the overtime.

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

8.6 Daily Premium Pay. All non-exempt employees shall receive premium pay of time and one-half (1 1/2) their regular straight time hourly rate of pay for all hours worked in excess of eight (8) hours per day. However, any shift that begins prior to 12 midnight, but ends after 12 midnight shall be treated as one day for the purpose of computing pay rates. The time and one-half (1 1/2) premium after eight (8) hours shall not be applicable to employees regularly scheduled for ten (10) hour days.

8.7 Premium pay for 6<sup>th</sup> and 7<sup>th</sup> Day.

a) 7<sup>th</sup> Day - All non-exempt employees shall receive premium pay at the rate of one and one-half (1 1/2) their regular straight time hourly rate of pay for all hours worked on the employee's seventh (7<sup>th</sup>) consecutive day of work.

b) 6<sup>th</sup> Day - All non-exempt employees may elect to work on the sixth (6<sup>th</sup>) day or six (6) out of seven (7) workdays, at the applicable straight time rate of pay, in accordance with the following procedure:

1) Available work shall be offered by seniority to those employees in the classification who are not scheduled to work five (5) shifts in the case of servers and bartenders or less than forty (40) hours for other classifications.

2) An employee shall not be eligible for such work if the employee would be entitled to receive overtime pay.

3) Lacking sufficient volunteers for such work in the classification, employees may be required to work on the sixth (6<sup>th</sup>) day, or six (6) out of seven (7) days, at the applicable one and one-half (1 1/2) rate in accordance with 8.8.

c) Schedule Requests - If an employee works a sixth (6<sup>th</sup>) consecutive day or six (6) out of seven (7) days because of the employee's own request or as a consequence of a request for change in schedule by another employee, then that employee shall not receive one and one-half (1 1/2) their hourly rate of pay for that sixth (6<sup>th</sup>) consecutive day or six (6) out of seven (7) days.

8.8 No Guarantee for 6<sup>th</sup> and 7<sup>th</sup> Day. No employee shall be guaranteed work on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) consecutive day. No employee shall be required to work on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) consecutive day, provided, however, under unusual business circumstances, the seniority list shall be followed in this regard with respect to those working the job.

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

8.10 Work Schedules. All work schedules shall be posted three (3) days prior to the first day of the schedule. Such schedules may be changed in cases of emergencies or business necessities as determined by the Employer.

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

8.12 Report-in-Pay.

a) An employee called in and reporting for work as scheduled without prior notice received by the employee not to so report shall receive a minimum of 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.

8.13 Language Specialist. An employee designated by Management to translate at meetings will be paid ten (10) dollars for such translations.

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

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

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

8.17 Rest Breaks. An employee scheduled to work a minimum of four (4) consecutive hours or more will be provided a minimum fifteen (15) minute paid rest period. Employees are not required to take their paid rest period. However, an employee who does not take a break may not leave before the end of their shift for that reason.

8.18 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.

## **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 A, 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.

9.5 Areas of Seniority. The Employer and Union agree to recognize seniority in the following areas:

- a) Employees shall be laid off and returned to work according to their length of service in their respective job classifications as set out in 9.6 and 9.8 below.
- b) Scheduling of PTO time.
- c) Offering of overtime work and requiring in reverse order, subject to Section 8.4.
- d) Employees may exercise their seniority to not work the holiday, if business permits with the junior employee(s) in the classification being required to work as needed. To be excused employees shall give the Employer two (2) weeks' notice prior to the holiday. Employees regularly scheduled to work the day on which the holiday is celebrated may not be bumped out of their shift.
- e) Scheduling of Work.

1) Where practical, senior employees who are qualified shall be scheduled to receive the maximum number of available hours on the work schedule up

to an eight (8) hour day, five (5) day, forty (40) hour week. Senior employees may not claim part of a shift and may claim shifts only when they become available on a regular basis. Split shifts shall be considered separate shifts for scheduling purposes. It is understood that employees shall not be permitted to establish their own work schedules, nor shall they be permitted to work overtime without the specific approval of their Supervisor. Nothing herein shall be interpreted as a guarantee of a minimum number of hours or days of work.

2) The above factors, in the use of part-time employees and work schedules will be recognized in scheduling.

- f) Promotion, demotion or transfer to new job openings.
- g) Upon request in writing, any employee scheduled less than five (5) days per week may exercise 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) 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.
- i) Use of Part-Time Employees. Where practical, the Employer shall not use two (2) or more part-time employees where a qualified, full-time employee is available and requests such hours; except in those scheduling situations where the Employer is required to meet the report in provision (8.12), the available work requires the use of overlapping schedules or a split shift 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.

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

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

- a) Retirement.
- b) Voluntary quitting.
- c) Discharge for cause.
- d) Failure to return to work after recall as provided.
- e) Failure to return to work promptly at the end of an authorized leave of absence, unless due to Act of God.
- f) Remaining on layoff for longer than twelve (12) months or the employee's length of seniority, whichever is shorter.
- g) Terminates employment from the regular schedule and works on an intermittent call-basis only.
- h) Is absent for two (2) consecutive workdays without reporting to the Company the reasons for the absence.
- i) Works for another employer during a leave of absence. This subdivision shall not apply in situations where the employee is already working for another employer prior to the leave.

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

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

## **ARTICLE 10**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

10.1 Grievance Procedure for Employees. Should differences arise concerning the Employer, the Union and/or any employee who has completed 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 grievance is not satisfactorily settled in Step 1, the aggrieved employee or the Union shall, within fourteen (14) calendar days from the date on which the incident which gave rise to the grievance occurred, file a written grievance with the Personnel Director; provided however, the fourteen (14) calendar day requirement and the written grievance requirement may be waived by mutual written agreement. Failure to file such written grievance within fourteen (14) calendar days shall result in such grievance being presumed to be without merit and it shall be barred from further consideration. The written grievance shall set forth the facts giving rise to the grievance, including the date and persons involved, and designate the provisions of the Agreement which allegedly have been violated.

Step 3: The representative or representatives of the Employer will confer with the Union Steward and/or Union Business Agent within fourteen (14) calendar days after receipt of such written grievance in an effort to settle the grievance unless the time limit is extended by mutual written agreement of the Parties. If not settled at this conference, the Employer shall issue a decision in writing on any such written grievance within seven (7) days from the time such grievance meeting is adjourned.

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

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



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

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

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

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

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.

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

10.5 Arbitrator Limitations. Only one (1) grievance, including "group" grievances, may be decided by the Arbitrator at any hearing, however, the parties may agree to waive this requirement in writing. The Arbitrator shall not have the power to add to, ignore, or modify any of the terms, conditions, or sections of this Agreement. 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 Employer (except in cases of improper wage rate), or impose any liability not explicitly expressed herein.

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

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

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

10.9 Employer/Union Grievances. Any grievance the Employer or Union may have raised within the time limits set forth in Step 2 shall be reduced to writing and submitted to the other Party's designated representative who will arrange a meeting according to the provisions set out in Step 3, section 10.1 above. If the matter is not satisfactorily settled at this Step, the grievance may be processed through the Arbitration Procedure hereafter.

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

## **ARTICLE 11**

### **DISCIPLINE AND DISCHARGE**

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

- a) Verbal Warning
- b) Written Warning
- c) Suspension
- d) Discharge

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

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

11.3 Warning Notices - Cancellation. Warning notices shall not be used as a basis for discipline after a period of twelve (12) months. Provided, however, this warning notice cancellation shall not apply in the event that the employee has received any intervening warning notices during the twelve (12) month period.

11.4 Suspension and Discharges. All suspensions and discharges will be in written form and copies will be mailed to the Union immediately upon issuance of such notices. Discharges will be preceded by a suspension during which an investigation of the incident leading to the discharge will be conducted. No employee shall be placed on suspension pending investigation status for longer than five (5) working days. The Employer shall follow up with the issues raised by the Union or the employee within this five (5) day period.

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

11.6 Interpretation. During any investigative interview that may lead to discipline, upon the request of an employee who is not fluent in English, the Employer shall provide interpretation services by another employee, the Union (if available), or other interpretation source as may be reasonably available.

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 PTO time must first secure written permission from the Employer. Personal Leave shall not exceed thirty (30) calendar days and can only be taken once every twelve (12) months. Longer personal leave may be granted by the Employer in its discretion. The Employer shall not be expected to grant a leave of absence that will interfere with the Employer's operations. Leaves of absence shall be without pay. During a leave of absence, the employee shall not engage in gainful employment unless the leave is the result of the employee being hired for a position of full-time service with the Union. The employee must report to work promptly after the leave has expired. Failure to comply with this Article shall result in the complete loss of seniority rights of the employee involved. Seniority shall, but PTO 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 PTO time, who completes their probationary period and becomes ill and presents a physician's statement of such illness to the Employer shall be granted 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 PTO or other benefits shall not accrue or be provided during 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 PTO days, except for one (1) week, forty (40) hours (five (5) days, forty (40) hours), as part of the twelve (12) week leave. Family and Medical Leave shall not be in addition to other leave time off under this Agreement and shall be taken concurrent with any other leave. Employees must apply, provide all required documentation, and qualify in order to receive Family and Medical Leave. Eligible employees shall have their health benefits continued for the duration of their Family and Medical Leave under the conditions, coverage would have been provided if they had continued employment during this period. If an employee fails to return from their Family and Medical Leave, except for a continuation, reoccurrence or onset of a serious health condition, or something else beyond the employee's control, the Employer may recover all of the health care coverage premiums paid during the Leave.

12.4 Maternity Leave. An employee shall be granted a maternity leave of absence, without pay, under the same terms and conditions as are provided for leaves of absence for sickness under 12.2 of this Article to be taken concurrent with available FMLA leave.

12.5 Child Care Leave. Eligible employees shall receive "Child Care Leave" in accordance with the Minnesota Parenting Leave Act. Such leave shall be taken concurrent with available leave under FMLA and Maternity Leave. An employee shall be granted an unpaid child-care leave of absence of up to six (6) months in connection with the birth or adoption of 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 PTO 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) Holiday Pay and Jury Duty. Employees shall receive holiday pay according to the Holiday Article of this Agreement regardless of jury duty service.

d) Evidence of Jury Duty Pay. Employees shall submit evidence of jury duty pay before pay adjustments will be authorized; provided, that allowance for travel time or other expenses shall not be considered jury duty pay in computing wages due employees.

12.9 Bereavement Leave. All regular full and regular part time, employees, exclusive of probationary, on-call or extra employees are eligible for bereavement pay and leave up to three (3) days for the purpose of attending the funeral or mourning service related to the death of an employee’s immediate family. The immediate family shall include the employee’s spouse, domestic partner, child, foster or step-child, mother, father, brother, sister, mother-in-law, or father-in-law, grandparent, and grandchild. An employee must also notify the Employer of the need for bereavement leave and, afterwards, of the facts of the bereavement leave.

12.10 Union Business.

a) The Employer agrees to grant the necessary time off without pay to any employee delegated to attend a labor convention up to a maximum of seven (7) days for two (2) employees at any one time and two (2) employees annually.

b) In the event that an employee is elected to a position of full-time service with the Union, the employee shall continue to accrue 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**

### 13.1 Change of Immigration Status.

a) Employees who have a change in immigration status who can present documented proof of their legitimate employment status will be reinstated to employment consistent with the leave provisions of the contract.

b) The Employer agrees to work with government agencies and the Union when such situations arise.

### 13.2 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, or if it is contacted by the Department of Homeland Security (DHS) (formerly the INS) related to the immigration status of an employee covered by this Agreement. 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 regard to the DHS matter.

b) To the extent legally possible, the Employer shall offer a private setting for questioning for employees by DHS.

### 13.3 Reverification of Status.

a) The Employer shall not require that an employee provide proof of immigration or work authorization status except as required or permitted by federal law.

b) The Employer shall not take permanent adverse employment action against an employee based solely on the results of a computer verification of immigration or work authorization status unless required by federal law.

### 13.4 Social Security Discrepancies.

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

b) The Employer agrees that it will not take any permanent adverse action against an employee solely as a result of the receipt of a no-match letter unless required by federal law.

c) The Employer agrees that it will not require an employee to produce proof of immigration or work authorization status or a copy of their social security card solely as a result of the receipt of a no-match letter unless required by federal law.

### 13.5 Seniority and Leave of Absences for Immigration Related Issues.

a) Upon request, and on no less than fourteen (14) days’ prior notice, an employee may be released for up to three (3) 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 require verification of such proceedings.

b) An employee who is subject to immigration or deportation proceedings shall not be discharged solely because of such pending proceedings provided that the employee remains authorized and available to work in the United States.

c) 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 is terminated due to their inability to provide adequate proof of authorization to work in the United States, the Employer agrees to give preferential rehire status to that employee for open and available positions upon the employee providing acceptable work authorization documents within twelve (12) months from the date of termination. If rehired, the employee will return without loss of prior seniority (but length of service for PTO or other benefits will not accrue during the period of absence).

## **ARTICLE 14** **HOLIDAYS**

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

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

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

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

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

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



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

- a) The employee is on layoff consisting of minimum of five (5) days (including the holiday), on a leave of absence, in military service or on suspension, except eligible full-time employees with over one (1) year of service who are laid off (refer to Section 14.10).
- b) The employee has been absent for a period of thirty (30) consecutive days prior to said holiday.
- c) The employee fails to work on said holiday if scheduled to do so, except in the case of a bona fide illness and just cause for such absence has been presented to the Employer.

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

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

14.9 No Disqualification. An employee shall not be disqualified for holiday pay if failure to work on the days immediately preceding the holiday or the workday immediately following the holiday is due to:

- a) Layoff from work when notification of such layoff occurs on the workday immediately preceding the holiday or the workday immediately following the holiday.
- b) Death in the employee's immediate family; within the meaning of Section 12.9 Bereavement Pay.
- c) Illness or accident which occurs during working hours on either of such days and prevents the employees from continuing work.
- d) Jury duty which requires the absence of the employee.
- e) Emergency conditions occurring on the workday immediately preceding the holiday or the workday immediately following the holiday over which the employee has no control and which, despite their exercise of diligent effort, prevent them from working all or part of such days.

14.10 Layoff of Eligible Full-Time Employees. As an exception to Section 14.6 above, an eligible, full-time employee with one (1) year or more of continuous employment with the Employer who is laid off during a period of six (6) days immediately preceding a recognized

holiday, or six (6) days immediately following a recognized holiday shall not suffer a loss in holiday pay to which they are otherwise entitled.

**ARTICLE 15**  
**PTO**

15.1 Amount of PTO.

a) All regular full-time and regular part-time employees shall be entitled to paid time off on the following basis.

Continuous Service Accrual Rate Per Hour Paid Full-Time Equivalent

1-9 years	0.042308 hours of PTO	11 days (88 hours)
10-19 years	0.061539 hours of PTO	16 days (128 hours)
20+ year	0.080770 hours of PTO	21 days (168 hours)

- (During the first year of employment, accrual would remain as previously agreed, at 0.0333 PTO hours per hour worked to a maximum of 48 hours.)

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) The Employer agrees to comply fully with the Minneapolis Sick and Safe Time Ordinance including ensuring that all employees (full-time, part-time, and temporary) shall accrue PTO at no less than 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) Employees may bank up to one and one-half (1 1/2x) times their annual PTO earnings. An employee who reaches the bank cap shall not accrue additional PTO until the employee takes time off.
- c) Temporary layoffs or leaves of absence during the year shall not interrupt the continuity of seniority for the purpose of determining the amount of PTO for which an employee is eligible.
- d) Employees shall be entitled to receive their PTO pay before they leave for vacation.

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

15.3 Scheduling PTO Periods. To the extent business requirements permit, employee requests for a specific period in which to take PTO will be honored. Furthermore, the most senior employees shall have preference as to the time they take their PTO so far as the efficient operation of the business will permit. Where more than one (1) employee in a job classification desire their PTO at the same time, PTO periods will be assigned according to seniority. Employer and the employee may mutually agree upon time of PTO period. The Employer will notify the employee within seven (7) days of receipt of the request as to whether the request has been granted or denied.

The Employer reserves the right to schedule PTO so that they will not interfere with business operations, but each employee should be entitled to take their PTO not later than six (6) months after they have qualified for it.

15.4 No Work during PTO Time. Once a request for PTO has been approved by the Employer, the PTO dates shall not be changed unless by mutual consent of the Employer and the employee.

15.5 Terminated Employees. Employees who are discharged or who terminate their employment shall be entitled to PTO pay in accordance with Section 15.1 above. Provided, however, employees voluntarily terminating employment must first notify the Employer one (1) week prior to such termination in order to be eligible to receive such PTO pay.

## **ARTICLE 16**

### **HOUSEKEEPING DEPARTMENT**

16.1 Room Cleaning. No housekeeping employee shall be required to clean an unreasonable number of rooms. Housekeeping employees will not be required to clean more than fifteen (15) rooms in an eight-hour shift if their assignment includes eight (8) or more suites. Housekeeping employees assigned to rooms on more than three (3) floors will have the total number of rooms assigned reduced by one (1).

Room Attendants who clean more than fifteen (15) rooms (or fewer rooms if a lower number has been previously established) in an eight (8) hour shift shall be paid seven dollars and twenty-five cents (\$7.25) per room in addition to their base pay. Effective May 1, 2023, the above-referenced rate shall increase to seven dollars and fifty cents (\$7.50) per room. In addition, for purposes of room scheduling and calculating room count for additional room bonus, Suite room numbers 203, 303, 210, 310, 215 and 315 shall be calculated at one and one-half rooms each if the room is designated as a “check out” room on that shift.

16.2 Assistance. A housekeeping employee may request assistance when the nature of the work to be performed is quite difficult or hard to perform. Housekeeping employees shall not be required to perform work which requires standing on a chair, bathtub, or vanity.

b) The Hotel will provide support to room cleaners by assigning another employee to assist with the following tasks as appropriate: strip bed linens in check-out

rooms; empty and remove garbage from check-out rooms; remove and re-supply dirty plates, glasses, silverware, utensils and cookware from two-room suites where there is a kitchenette.

16.3 Vomit/Defecation Pay. Any employee required to clean vomit, defecation, or blood spills will be paid an additional twenty dollars (\$20.00) for such duty. Such pay will be subject to the approval of the Executive Housekeeper.

16.4 Training: When a housekeeping employee is required to train another housekeeping employee(s) the person training shall not be assigned any rooms to clean.

16.5 Rollaway Beds: Housekeeping employees shall be paid two dollars and fifty cents (\$2.50) for each rollaway/cot bed made up in a room as part of the daily room assignment for stayovers.

16.6 Renovations. In the event that the Hotel renovates rooms or makes any physical changes to the property that would substantially affect the daily workload of the room attendants, the Employer agrees to provide the union with thirty (30) days' notice prior to completion of the renovation and, upon request, to meet with the union and discuss the changes.

16.7 Green Program. The Employer shall generally supply housekeeping services no less often than every third (3<sup>rd</sup>) day to occupied guest rooms which are under the Employer's environmentally friendly "green" program.

16.8 No Service Rooms. No housekeeper shall suffer a loss of hours solely due to no service rooms, provided that other work is available to assign to the housekeeper, as determined by the Employer, and contingent on the housekeeper's willingness to accept such alternative assignment when there are insufficient rooms to fill the housekeeper's shift.

16.9 Cleaning Supplies. Upon written request from the Union, the Employer will provide a list of all cleaning products used by bargaining unit employees no more than once annually.

16.10 Gratuities. The Employer and the Union agree that gratuities left by guests in hotel rooms are for the benefit of room attendants unless otherwise indicated by the guest. Ordinarily, gratuities are not to be removed from a guest room other than by the attendant who cleaned the room or a member of Management who may remove the gratuity in order to provide it to the attendant or other employee designated by the guest.

## **ARTICLE 17**

### **STATE AND FEDERAL LAW**

17.1 Recognition of Applicable Laws. Nothing contained in this Agreement shall be deemed or construed to require, directly or indirectly, the Employer to do anything inconsistent with the laws or regulations of any competent governmental agency (City, 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.

17.2 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 18** **ESL PROGRAM**

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

## **ARTICLE 19** **MEDICAL EXAMINATIONS**

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

## **ARTICLE 20** **HEALTH AND WELFARE**

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

a) Contributions.

Effective May 1, 2022, the Employer agrees to contribute to the Fund three dollars and eighty-two cents (\$3.82) for each hour paid to all employees based on the April 2022 hours for all employees under the jurisdiction of this Agreement.

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 for all employees under the jurisdiction of this Agreement.

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 for all employees under the jurisdiction of this Agreement.

Effective May 1, 2025, the Employer agrees to contribute to the Fund four dollars and fifty cents (\$4.50) for each hour paid to all employees based on the April 2025 hours for all employees under the jurisdiction of this Agreement.

Effective May 1, 2026, the Employer agrees to contribute to the Fund an amount determined by the trustees of the fund not to exceed a seven percent (7%) increase from the 2025 rate, for each hour paid to all employees based on the April 2026 hours for all employees under the jurisdiction of this Agreement for the duration of this Agreement.

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

c) Employer Obligation. The Employer's obligation to contribute to the Health and Welfare Fund is limited to the amount of contribution specified in Article 20.

d) The Trustees are directed to develop a dependent child well-care program under the jurisdiction of the Fund.

e) Employees pay no premium cost for individual benefits during the term of the agreement, but the Trustees reserve the right to make benefit adjustments to keep the Fund solvent and viable.

f) The Union will ensure that prior to November 1st, 2014, and each year thereafter, that the Employer will receive a letter from the fund stating that all terms of the Health and Welfare fund for the next year are in compliance with the Affordable Care Act (ACA). If the Employer fails to receive such letter, or that the fund is not in compliance, the Employer may request that the contract be re-opened to negotiate provision(s) to the fund to comply with the ACA.

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

20.3 Delinquent Payments. The failure, refusal or neglect of the Employer to report and pay the Fund the contribution required herein on or before the tenth (10<sup>th</sup>) 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's 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.

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

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

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

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

## **ARTICLE 21**

### **DEFINED CONTRIBUTION PLAN**

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

21.2 Effective May 1, 2006, the Employer shall contribute thirty cents (\$0.35) per hour on all hours paid for all employees who have completed one (1) year of service or who are vested in the Plan by virtue of service with another participating Employer or prior service with the same Employer. Any employee on the payroll prior to May 1, 2005, shall continue to receive contributions regardless of length of service.

**ARTICLE 22**  
**SUBCONTRACTING**

The Employer shall not, for the purpose of reducing bargaining unit work hours, 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 from any available source. The Employer shall not churn temporary employees for the purpose of avoiding hiring regular employees.

**ARTICLE 23**  
**TECHNOLOGICAL CHANGES**

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.

The Employer will provide the Union thirty (30) days' notice prior to implementation of upgrades, modifications, improvements, or extensions of technology currently in use by bargaining unit employees and, upon request, agrees to meet with the union and discuss the changes.

**ARTICLE 24**  
**PANIC BUTTONS/SAFETY**

a) Commitment to Safety: The Employer affirms its commitment to the safety of its employees and that it will take reasonable measures to provide a safe workplace for all employees. The parties agree to importance of employees participating in maintaining a safe workplace and agree that employees shall follow all reasonable safety rules and policies, including notifying management of observed safety incidents or unsafe conditions or situations.

b) The Employer shall implement safety device protocols consistent with Brand Standards for all employees who are required to enter a guest room as part of the employee's work. Provided, however, that if the brand standard applicable to the Employer requires a total capital expenditure of \$5,000 or more, the Employer will notify the union and, upon request, will meet to discuss options. At a minimum, regardless of brand standards, effective no later than July 1, 2023, each such employee will, at the beginning of their shift, be supplied a personal safety alarm device that emits a minimum one hundred and twenty (120) decibel alarm and that can be carried/concealed by the employee.

c) 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 the Hotel shall investigate the accusation. At the conclusion of the investigation, the Employer shall take remedial measures as it deems appropriate. 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.

The Employer shall not discipline nor otherwise adversely affect any employee for making a good faith complaint against a guest.

The parties agree to establish a Safety Committee consisting of no more than two (2) management representatives and no more than two (2) union representatives. This Committee shall meet at regular intervals as mutually agreed upon, to review, discuss and make recommendations concerning cleaning products, safety, efficiency, and suggestions for improving the cooperative working relationship between Employees and the Employer.

#### **ARTICLE 25** **EQUIPMENT**

Employees are expected to report equipment defects on forms supplied by the Employer. In the event that such reported defect may affect safety, the Employer will investigate the concern to determine its safety and, as necessary, make appropriate repairs. Employees are not expected to use defective equipment that they reasonably consider to be in an unsafe condition.

#### **ARTICLE 26** **SUCCESSORS AND ASSIGNS**

The Employer and the Union agree to abide by all Federal and State Labor Laws with respect to successorship. This Agreement shall be binding upon the successors, assigns, purchasers, lessees, or transferee of an Employer whether such succession, assignment or transfer be 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.

#### **ARTICLE 27** **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 24** **TERM OF AGREEMENT**

This Agreement shall be in effect for a period of three (3) years commencing on the sixteenth (16th) day of January, 2023, and shall continue to and including the thirtieth (30<sup>th</sup>) 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 1 day of May, 2023.

FOR THE EMPLOYER:  
Best Western Normandy Inn and Suites

By: M. J. Noble  
Michael J. Noble  
General Manager

Date: 5/1, 2023

UNITE HERE Local 17, AFL-CIO

By: Christa Sarrack  
Christa Sarrack  
President

Date: 5/1, 2023

**APPENDIX A**  
**SENIORITY CLASSIFICATION & MINIMUM WAGE RATES**

**Housekeeping**

**Room Cleaner, Laundry,**

**Ratification**

**5/1/23**

**5/1/24**

**5/1/25**

**Houseperson**

**Start**      **\$15.40**      **\$15.90**      **\$16.38**      **\$16.91**

<b><u>12 Months</u></b>	<b>\$16.12</b>	<b>\$16.64</b>	<b>\$17.14</b>	<b>\$17.70</b>
<b><u>24 Months</u></b>	<b>\$16.84</b>	<b>\$17.39</b>	<b>\$17.91</b>	<b>\$18.49</b>
<b><u>36 Months</u></b>	<b>\$17.56</b>	<b>\$18.13</b>	<b>\$18.67</b>	<b>\$19.28</b>
<b><u>48 Months</u></b>	<b>\$18.27</b>	<b>\$18.86</b>	<b>\$19.43</b>	<b>\$20.06</b>

<b><u>Maintenance</u></b>	<b><u>Ratification</u></b>	<b><u>5/1/23</u></b>	<b><u>5/1/24</u></b>	<b><u>5/1/25</u></b>
<b><u>Start</u></b>	<b>\$17.94</b>	<b>\$18.48</b>	<b>\$19.03</b>	<b>\$19.65</b>
<b><u>12 Months</u></b>	<b>\$19.47</b>	<b>\$20.05</b>	<b>\$20.65</b>	<b>\$21.32</b>
<b><u>24 Months</u></b>	<b>\$20.39</b>	<b>\$21.00</b>	<b>\$21.63</b>	<b>\$22.33</b>
<b><u>36 Months</u></b>	<b>\$20.57</b>	<b>\$21.19</b>	<b>\$21.83</b>	<b>\$22.54</b>
<b><u>48 Months</u></b>	<b>\$21.19</b>	<b>\$21.83</b>	<b>\$22.48</b>	<b>\$23.21</b>

Shift Differential: In the event the Employer establishes a new, permanent night shift position (majority hours between 11:00 p.m. and 5:00 a.m.) a shift differential of one dollar (\$1.00) per hour will be paid for hours worked during that shift.

Porterage: Increase Porterage rate to one dollar (\$1.00) effective the first full pay period following ratification.