COLLECTIVE BARGAINING AGREEMENT

Between

CROWNE PLAZA NORTHSTAR HOTEL

And

UNITEHERE LOCAL 17, AFL-CIO

May 1, 2019 through October 31, 2020
<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Purpose and Coverage</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>Complete Agreement</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>Union Rights</td>
<td>4</td>
</tr>
<tr>
<td>4</td>
<td>Management Rights</td>
<td>7</td>
</tr>
<tr>
<td>5</td>
<td>No Strike/No Lockout</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>Pay, Gratuities and Job Classifications</td>
<td>8</td>
</tr>
<tr>
<td>7</td>
<td>Meals, Uniforms and Employee Areas</td>
<td>10</td>
</tr>
<tr>
<td>8</td>
<td>Hours of Work, Overtime and Premium Pay</td>
<td>10</td>
</tr>
<tr>
<td>9</td>
<td>Seniority</td>
<td>13</td>
</tr>
<tr>
<td>10</td>
<td>Grievance and Arbitration Procedure</td>
<td>16</td>
</tr>
<tr>
<td>11</td>
<td>Discipline and Discharge</td>
<td>18</td>
</tr>
<tr>
<td>12</td>
<td>Leaves of Absence</td>
<td>20</td>
</tr>
<tr>
<td>13</td>
<td>Personal Days</td>
<td>26</td>
</tr>
<tr>
<td>14</td>
<td>Holidays</td>
<td>26</td>
</tr>
<tr>
<td>15</td>
<td>Vacations</td>
<td>27</td>
</tr>
<tr>
<td>16</td>
<td>Banquet Department</td>
<td>29</td>
</tr>
<tr>
<td>17</td>
<td>Housekeeping Department</td>
<td>31</td>
</tr>
<tr>
<td>18</td>
<td>State and Federal Law</td>
<td>33</td>
</tr>
<tr>
<td>19</td>
<td>ESL Program</td>
<td>33</td>
</tr>
<tr>
<td>20</td>
<td>Medical Examinations</td>
<td>33</td>
</tr>
<tr>
<td>21</td>
<td>Health and Welfare</td>
<td>35</td>
</tr>
<tr>
<td>22</td>
<td>Defined Benefit Retirement Plan</td>
<td>36</td>
</tr>
<tr>
<td>23</td>
<td>Defined Contribution Plan</td>
<td>37</td>
</tr>
<tr>
<td>24</td>
<td>Immigration</td>
<td>38</td>
</tr>
<tr>
<td>25</td>
<td>Pregnancy and Protection</td>
<td>39</td>
</tr>
<tr>
<td>26</td>
<td>Sexual Harrassment/Assault</td>
<td>40</td>
</tr>
<tr>
<td>27</td>
<td>Successors and Assigns</td>
<td>40</td>
</tr>
<tr>
<td>28</td>
<td>Savings Clause</td>
<td>40</td>
</tr>
<tr>
<td>29</td>
<td>Term of Agreement</td>
<td>41</td>
</tr>
<tr>
<td>A</td>
<td>Minimum Wage Rates by Job Classification</td>
<td>43</td>
</tr>
<tr>
<td>B</td>
<td>Seniority Classification</td>
<td>49</td>
</tr>
</tbody>
</table>
COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, effective this 1st day of May, 2019, between the UNITE HERE Local 17, AFL-CIO hereinafter referred to as the "Union", and the Crowne Plaza Northstar Hotel, 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, including the classification of host/hostess, but excluding all secretaries, accounting, personnel, front office, sales and catering department, clerical employees, telephone operators, professional employees, and all guards and supervisors as defined by Federal Statutory Labor Law. The listing of a classification in the Schedule of Wages does not require the Employer to employ any employee in that classification.

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

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

1.5 English Proficiency. While English is the language of the workplace, the Employer recognizes the right of Employees to use the language of their choice when speaking amongst themselves during work hours provided that such conversations are conducted in a manner that is respectful of guests and other Employees and is consistent with quality guest service.
ARTICLE 2
COMPLETE AGREEMENT

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

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

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

ARTICLE 3
UNION RIGHTS

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

3.2 Employee Information. The Employer shall provide quarterly 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. 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 to comply with this Section.

3.3 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 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.

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

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

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

3.7 **Tip Check-Off.** Employees may choose to voluntarily support the political causes, lobbying efforts and political candidates supported by the Union. No Employee will suffer any retaliation, discrimination, or harassment from the Employer or the Union if the Employee does not support the political causes, lobbying efforts, or political candidates supported by the Union. The Employer agrees to honor political contribution deduction authorizations signed by Employees who choose to support the Union’s political causes, lobbying efforts and political candidates. Employees can make this election by completing an authorization which states:

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

Signature of Employee _______________________

Date ______________________

3.8 **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.

3.9 **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.

3.10 **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 (1 ½) inch in diameter.

3.11 **Union Stewards.**

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

(b) Union Stewards shall report to the Employer and to the Union violations of this Agreement and shall be entitled to assist in the handling of grievances during mutually agreeable times. Time spent by Stewards in grievance meetings under Section 10.1 during their regular work shift will be considered hours worked. Stewards shall not, however, interfere with the management of the business or direct the work of any employees regardless of whether they believe a grievance exists. Only the General Manager or his/her designee and the Union's principal officer shall have the authority to alter or modify any terms or provisions of this Agreement. Such changes shall be in writing and signed by both parties.

3.12 **Union Visitation.** Union representatives and officers shall be privileged to visit the premises of the Employer, generally non-working areas, but, in any event, not guestrooms, at all reasonable hours for the transaction of official Union business. Union Officers and Business Agents shall call or email the Hotel's Human Resources Director and the Hotel's General Manager at least one hour before they intend to visit the Employer's premises unless that notice is not practical. If less than one hour's notice is provided, the Union officers or Business Agents shall notify the Human Resources Director and General Manager of their presence upon the premises and shall not interrupt employees while working.

3.13 Time will be made available immediately after each new employee orientation, not to exceed thirty (30) minutes, for the orientation of new employees by designated Union Stewards or Local Union Officers. Employee participation in this orientation shall be voluntary and unpaid. During the
new employee orientation, the Employer shall notify all new employees that a Union orientation shall take place immediately following the new employee orientation.

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

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

3.16 Copies of Agreement. The Employer agrees to provide 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.

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

3.18 Safety Committee. The parties shall create a Safety Committee consisting of at least 2 management representatives and 2 union representatives. This Committee shall meet at regular intervals 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 4
MANAGEMENT RIGHT

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 Associate Handbook. The Hotel publishes an Associate Handbook that contains information, policies and procedures important for its employees. The Hotel reserves the right to amend the Handbook from time to time as appropriate. The Hotel will give the Union a copy of any amendments to the Handbook at least 30 days prior to the Handbook's publication and implementation. The provisions of the Handbook are intended to apply to employees covered by this Agreement, except where this Agreement is expressly in conflict with such provisions, in which case this Agreement shall govern.
ARTICLE 5
NO STRIKE/NO LOCKOUT

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

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

(a) The Union shall declare publicly that such action is unauthorized by the Union if requested to do so by the Employer.

(b) The Union shall promptly order its members to return to work, notwithstanding the existence of a picket line, if requested to do so by the Employer.

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

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

ARTICLE 6
PAY GRATUITIES AND JOB CLASSIFICATIONS

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

6.2  Merit Increases. The wage scale as set forth in the Schedule of Wages of this Agreement reflects minimum rates and does not prohibit an employee from receiving a higher wage. If the employer provides the employee a higher rate, the employer will notify the Union.
6.3 **New Classifications and Combinations.** When the Employer establishes a new job classification or a combination of two or more job classifications within the scope of this Agreement, the Union shall be notified and the rate of pay for the new job classification or combination of job classifications shall be subject to negotiation with the Union. If the Parties fail to reach an agreement, the matter shall be pursued through the Grievance and Arbitration Procedure in Article 10.

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

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 give each of its employees at the time of payment of wages, a statement showing name of Employer, name of Employee, hours worked at straight-time pay, hours worked at premium or overtime pay, rate(s) of pay, holiday pay, and authorized deductions.
ARTICLE 7
MEALS, UNIFORMS AND EMPLOYEE AREAS

7.1 Meals.

(a) The Employer shall continue to provide employees meals free of charge consistent with past practice and only while on duty or as otherwise provided.

(b) Meal periods shall be an uninterrupted one-half (1/2) hour for which the employee is not to be compensated. If employees are required to work any portion of the meal period, they shall receive the regular hourly rate for the entire meal period. Employees are responsible for clocking in and out at the beginning and end of each thirty (30) minute meal period. There will be no automatic deductions of the one-half (1/2) hour. No present employee shall suffer a wage reduction or be imposed with added hours through the effect of this Agreement. Present meal periods shall not be increased in order to defeat the purpose of this section.

(c) The Employer shall provide meals which are palatable and wholesome. A selection of meal items shall be available to include two hot entrees. The meal shall be served under clean and sanitary conditions.

(d) Should problems arise concerning food quality or content, the parties agree to create an ad hoc committee to resolve the problem.

7.2 Uniforms. The Employer shall provide uniforms and the laundering and upkeep for all employees who are required to wear uniforms. The Employer shall provide a minimum of two (2) sets of uniforms upon hire. The Employer shall replace uniforms as needed on a timely manner. 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. Friday and ending at 12:00 midnight on Thursday. The Employer agrees to notify the Union of any change in the standard workweek.

8.3 **Cross Training.** In an effort to maximize the schedules of all full-time and regular part-time employees, voluntary cross-training will be developed and utilized. Employees working outside their classification shall be considered “casual” employees and shall have no seniority rights in such classification unless regularly scheduled.

8.4 **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. The Employer Shall not make a practice of requiring employees to work overtime. In general, overtime will be required only whenever necessary, in case of emergency, and then maximum possible advance notice will be given. Employees required to work daily overtime will be allowed up to 15 minutes paid time to make necessary arrangements to accommodate the overtime.

8.5 **Rest Between Shifts.** No Employee shall be scheduled to work less than eight (8) hours from the end of his/her last scheduled shift unless by mutual agreement, or in the case of an emergency.

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

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

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

8.9 **Premium Pay for 6th and 7th Day.**

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

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

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

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

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

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

8.11 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.

8.12 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.

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

8.14 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. Food servers, excluding Banquets, shall receive report-in-pay of three (3) hours pay or work for breakfast or lunch and four (4) hours pay or work for dinner shifts. Report-in-pay shall be at the tipped employee adjusted rate.

(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.

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

8.16 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 (2) hours pay or work. This provision shall not result in a sixth (6th) or seventh (7th) day premium or daily overtime payment.

8.17 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.

8.18 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.

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

ARTICLE 9
SENIORITY

9.1 Definition

(a) Seniority shall mean continuous length of service in the establishment from first day of work in the classifications covered by this Agreement after completing probation. Such classifications are set forth in Appendix B, incorporated herein. With the exception of the banquet wait staff and banquet bartenders, such seniority shall be established by being regularly scheduled in a classification. Employees who work on an intermittent basis in another classification shall not build seniority in that classification.

(b) Banquet Waitpersons and Banquet Bartenders. Banquet waitpersons and banquet bartenders shall accrue seniority from first function worked after completion of the probationary period in the classification within either the regular or extra list where such lists apply. Employees moving from the regular list to the extra list shall be placed on the extra list in accordance with their overall banquet seniority, i.e., dovetailed. Employees moving from the extra to the regular list shall be placed at the bottom of such list.

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

9.3 Probationary Period - New Employees. Any new employee shall be employed on a sixty (60) day probationary basis, during which time he/she may be discharged without recourse; provided, however, that this probationary period will be automatically extended an additional thirty (30) days after written notice to the Union.
and the employee of such extension and the reason therefore. After the probationary period, he/she shall be placed on the seniority list and his/her seniority shall then date from the first day of his/her current period of employment.

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

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

(a) Employees shall be laid off and returned to work according to their length of service in their respective job classifications as set out in 9.6 and 9.8 below.

(b) Scheduling of vacation time.

(c) Offering of overtime work and requiring in reverse order, subject to Section 8.4.

(d) Employees may exercise their seniority to not work the holiday, if business permits with the junior employee(s) in the classification being required to work as needed. To be excused employees shall give the Employer two (2) weeks' notice prior to the holiday. Employees regularly scheduled to work the day on which the holiday is celebrated may not be bumped out of their shift.

(e) Scheduling of Work

i. 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.

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

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

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

(h) Bartenders whose hours are involuntarily reduced below those for which they are regularly scheduled will be permitted to pick up available hours at banquet bars on the basis of their seniority.
(i) **Preferential Rooms and Stations.** Where rooms and/or stations are assigned on a permanent basis, rather than being rotated, all employees shall be given preferential rooms and/or stations on the basis of seniority, provided they are qualified.

(j) **Use of Part-Time Employees.** Where practical, the Employer shall not use two (2) or more part-time employees where a qualified, full-time employee is available and requests such hours; except in those scheduling situations where the Employer is required to meet the report in provision (8.12), the available work requires the use of overlapping schedules or a split shift (except wait staff) or where such scheduling is otherwise not practical in the Employer's operations.

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

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

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

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

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

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

(a) Retirement

(b) Voluntary quitting.

(c) Discharge for cause.

(d) Failure to return to work after recall as provided.

(e) Failure to return to work promptly at the end of an authorized leave of absence, unless due to Act of
God.

(f) Remaining on layoff for longer than twelve (12) months or the employee's length of seniority, whichever is shorter.

(g) Terminates employment from the regular schedule and works on an intermittent call-basis only.

(h) Is absent for two (2) consecutive workdays without reporting to the Company the reasons for the absence.

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

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

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

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

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

ARTICLE 10
GRIEVANCE AND ARBITRATION PROCEDURE

10.1 Grievance Procedure for Employees. Should differences arise concerning the Employer, the Union and/or any employee who has completed his/her probationary period, as to the meaning and application of this Agreement, the following procedure shall be followed by an employee and the Union.

Step 1: The employee may take up the matter with his/her supervisor on an informal basis in order to settle the matter promptly. An aggrieved employee may have the Union Steward assist him/her with Step 1, if he/she so desires.
Step 2: If the grievance is not satisfactorily settled in Step 1, the aggrieved employee or the Union shall, within ten (10) calendar days from the date on which the incident which gave rise to the grievance occurred, file a written grievance with the Human Resources Director; provided however, the ten (10) calendar day requirement and the written grievance requirement may be waived by mutual written agreement. Failure to file such written grievance within ten (10) 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 ten (10) 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.

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

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

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

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

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

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

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

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

ARTICLE 11
DISCIPLINE AND DISCHARGE

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

(a) Verbal warning

(b) Written warning

(c) Suspension
(d) Discharge

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

11.2 **Written Notices.** Written reprimands, notices of suspension and notices of discharge, which are to become part of the employee's file, shall be read and signed by the employee. Such signature shall in no way be an admittance of wrongdoing on the part of the employee. A copy of such reprimands and/or notices shall be given to the employee and the Union. It is agreed and understood between the parties, that the appearance of an employee’s signature on any written disciplinary warnings issued by the Employer shall in no way be construed as an admission of guilt or concurrence with the discipline issued, but rather, shall only be an acknowledgement by the employee that they have been made aware of the alleged misconduct. Employees will be given copies of all written warnings by the Employer whether signed or not.

11.3 **Warning Notices - Cancellation.** Warning notices shall not be used as a basis for discipline after a period of twelve (12) months.

11.4 **Suspension and Discharges.** All suspensions and discharges will be in written form and copies will be mailed 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 an unreasonable period of time. An issue specifically brought by the employee to a Human Resources representative shall be responded to within seven (7) calendar days, excluding weekends. Such time line may be extended by mutual agreement.

11.5 **Disciplinary Meetings.** In the event a meeting is held for disciplinary purposes, the affected employee shall have the right to have a Union steward and/or Union representative present. Upon the request of the Employee, the Employer shall provide interpreters for Employees not fluent in English during any investigative interview that may lead to discipline or discharge.

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

11.7 **Right of Review.** The Union shall have the right of review of any discharge of an employee who has completed the probationary period by following the grievance procedure of this Agreement.

11.8 **Personnel Files.** Associates are permitted reasonable access to inspect and copy their personnel files and may review their file by submitting a written request to their Human Resources Representative or General Manager. Associates may not alter or remove any document found within their personnel file. Associate files must be viewed in the presence of your Human Resources Representative or General Manager.

Associates may not review their personnel files more often than once every six months during their active employment and once each year after termination of their employment, until the Hotel no longer maintains these records. Associates may dispute information that is contained in their file and request that the information be removed. If the Employer does not agree with such a request, the Associate will have the opportunity to include a statement that outlines the Associate’s position. The Employer shall at reasonable times and at reasonable intervals, upon the request of an employee, permit that employee to inspect such employee's personnel files on
his/her own time.

ARTICLE 12
LEAVES OF ABSENCE

12.1 Personal Leave. Any employee desiring a leave of absence from the job because of extraordinary personal or family circumstances after exhaustion of vacation time, FMLA leave, and any other available leave, must first secure written permission from the Employer. Personal Leave shall not exceed thirty (30) calendar days and can only be taken every twelve (12) months. Longer personal leave may be granted by the Employer in its discretion. The Employer shall not be expected to grant a leave of absence that will interfere with the Employer's operations. Leaves of absence shall be without pay. During a leave of absence, the employee shall not engage in gainful employment unless the leave is the result of the employee being hired for a position of full-time service with the Union. The employee must report to work promptly after the leave has expired. Failure to comply with this Article shall result in the complete loss of seniority rights of the employee involved. Seniority shall, but vacation or other benefits shall not, accrue or be provided during Personal Leave. An employee must complete his/her probationary period in order to be eligible for consideration for a Personal Leave of Absence.

12.2 Leaves for Injury and Sickness. Any employee who completes her/his probationary period and becomes ill and presents a physician’s statement of such illness to the Employer shall be granted an unpaid sick leave for a period not to exceed thirty (30) days. Such sick leave may be extended for successive thirty (30) day periods provided the Employee provides a physician's statement that the employee’s health or physical condition is such as to prevent her/him from performing the essential functions of the job. The physician’s statement must be provided prior to the expiration of the Employee’s current 30 day leave period. The maximum amount of leave available under this section is twelve (12) months within any twenty four (24) month period or length of seniority (whichever is shorter) from the first day of absence. Seniority shall, but vacation or other benefits shall not, accrue or be provided during the Medical Leave. This leave shall be taken concurrently with available FMLA leave, paid sick leave and any other available leave. In the event the Employee requires an extension of leave, such request must be made prior to exhaustion of the approved leave period.

(a) A physician's statement shall not be necessary for illness or injuries of short duration: i.e. of up to three (3) days.

(b) Return to Work - Prior to exhaustion of the approved leave, the employee shall notify the Employer when she/he is ready to return to work and furnish the Employer a medical certificate from her/his physician that she/he is physically able to perform the essential duties of her/his job. The Employer, at its cost, may require a separate medical examination to determine the fitness of an employee to perform the essential duties of his/her job prior to returning the employee to work.

12.3 FMLA Leave. Employees who have been employed for at least 12 months, and have worked at least 1,250 hours in the last 12 months, may be eligible for family and/or medical leave under federal law. Eligible Employees may take up to 12 workweeks of unpaid leave for the following reasons:

(a) The serious health condition of the employee;

(b) The serious health condition of the employee’s 's child, spouse, or parent;

(c) The birth, adoption, or foster care placement of a child; or
(d) Qualifying reasons arising out of a family member’s call to active service in the military.

Eligible Employees may take additional leave (up to 26 weeks) to care for a family member who becomes ill or injured, or who aggravates an existing illness or injury, in the line of active duty.

Federal FMLA leave will be administered on a rolling 12-month basis. This means that the amount of an Employee’s remaining unused federal leave will be determined by examining how much FMLA leave the Employee has used in the last 12 months.

The Employer will determine when Employees are eligible for FMLA leave. Employees must use accrued paid leave during an otherwise unpaid FMLA leave.

Employees must notify their supervisor, the General Manager, or Human Resources at least 30 days before any foreseeable leave. In the event of an emergency, notice must be provided as soon as possible.

The Employer shall not discriminate or retaliate against Employee’s due to their use of FMLA.

(a) Leave for the Birth or Placement of a Child: FMLA leave may be taken for the birth or placement (through adoption or foster care) of a child. Such leave shall not extend beyond 12 months after the birth or placement of the child.

Eligible employees are entitled to 12 weeks of unpaid parental leave for the birth or adoption of a child, to attend their own prenatal appointments, or when pregnancy-related restrictions make them unable to work. This leave will run concurrently with any federal FMLA leave. This leave will be available once for each birth or adoption.

(b) Leave for School Conferences and Activities: Employees may take unpaid time off for the school or daycare activities of their child, including step-children and foster children, which cannot be scheduled outside of work time. This leave may be used for school or daycare functions such as: parent-teacher conferences, volunteering for field trips, school concerts and other school- or daycare-related functions which cannot be scheduled outside of work time. This leave is unpaid. Employees may take no more than 16 hours of this leave in any 12-month period. Leave must be taken in increments of at least one hour. Employees must submit a written request for leave five days in advance.

(c) Leave for a Serious Health Condition: Eligible Employees may take medical leave for their own serious health condition, or to care for a child, spouse, or parent with a serious health condition.

Medical leave may be taken in a continuous block or, if medically necessary, on an intermittent or reduced schedule basis. If leave is taken on an intermittent or reduced schedule basis, the Employee may be transferred temporarily to another job. Employees requesting intermittent or reduced schedule leave for planned medical treatment must make a reasonable effort to schedule such leave so it does not unduly disrupt operations.

If an Employee suffers a work-related injury which qualifies as a serious health condition, FMLA leave will run concurrently with any work-related absence to the extent permitted by applicable law.

Employees on leave because of their own serious health condition may not work for another employer, or
engage in other work for pay, during their leave. Working during such a leave, or falsifying information submitted in support of a request for leave, will result in discipline up to and including discharge.

(d) FMLA Military Leaves: Eligible Employees may take leave for qualifying reasons relating to a covered family member’s active duty in the National Guard, Reserves, or the Armed Forces. Such leave shall generally be available to eligible Employees whose spouse, child, or parent has been called to active duty. This leave may be taken in a continuous period or on an intermittent or reduced schedule basis. Eligible Employees may take this leave for any of the following reasons:

i. Short-notice deployment: Up to 7 days of leave may be taken when a family member receives notice of 7 days or less of an impending call or order to active duty.

ii. Military events and related activities: Leave may be taken to attend official ceremonies, programs, or events sponsored by the military that relate to a call to active duty. Leave also may be taken to attend support or assistance programs or informational briefings sponsored by the military, a military service organization, or the Red Cross, provided the briefings or programs are related to the call to active duty.

iii. Child care and school activities: Leave may be taken to arrange for alternative childcare necessitated by the call to active duty or to provide urgent or immediate care on a short-term basis to the child of a covered member of the military. Leave also may be taken to attend school meetings, daycare meetings, or conferences concerning the child of a covered member of the military.

iv. Financial and legal arrangements: Leave may be taken to make legal or financial arrangements relating to the call to active service, including situations in which the Employee acts as the representative of a covered member of the military.

v. Counseling: Leave is available to attend counseling which is directly related to the call to active duty.

vi. Rest and recuperation: Up to 15 days of leave is available to be with a covered military member who is on a short-term, temporary leave for purposes of rest and recuperation.

vii. Post-deployment activities: Leave is available for activities relating to the termination of active duty status. These activities include reintegration briefings and events, and official ceremonies or programs scheduled by the military during the first 90 days following the termination of active status.

viii. Leave to care for a parent: Eligible employees may take leave to care for the parent of a military member if the parent is incapable of self-care and the care provided by the employee is necessary because of the military member’s active duty.

ix. Other activities relating to the active duty: Leave may be available for additional purposes provided the leave is related to the active duty of a member of the military.

x. Illness or injury of a family member who is a current or former member of the military: Eligible Employee’s may take FMLA leave to care for a spouse, child, parent, or next of kin who is a
member of the military or who was discharged or released from the military under conditions other than dishonorable discharge during the five years preceding the first day of leave.

The next of kin eligible to take this leave is the nearest blood relative, other than the service member’s spouse, child, or parent. If the service member has designated, in writing, a particular person as his/her nearest blood relative, that designation is determinative. If not, leave is available to other relatives in the following order of preference: Blood relatives who have been granted legal custody of the service member by court decree or operation of law, Siblings, Grandparents, Aunts and Uncles, First Cousins.

To qualify for this leave, eligible Employee must document their relationship to the covered service member.

This leave may be taken to care for a relative who suffered a serious illness or injury while on active duty. It also may be taken to care for a relative who aggravated an existing illness or injury while on active duty.

This leave may be taken in a continuous block, on an intermittent basis or through a reduced schedule. Employees taking leave on an intermittent or reduced schedule basis may be transferred to another position, temporarily, which better accommodates their need for leave. This leave, in combination with all other FMLA leave, may not exceed 26 weeks of leave in a single 12-month period.

Certification for FMLA or Military Leaves: Employees requesting FMLA leave for their own serious health condition; the serious health condition of a family member; the care of a member of the military; or qualifying reasons relating to a call to active duty; must provide certification of the need for leave. Employees must return a complete and sufficient certification to Human Resources within 15 calendar days after it is requested, unless that deadline is not practical under the circumstances. An unjustified failure to return a complete and sufficient certification within 15 days can result in the delay or denial of a request for leave.

After receiving a complete Health Care Provider Certification, the Employer may require a second opinion or third in accordance with applicable laws.
When an Employee takes leave because of his or her serious health condition, the Employer may require that the Employee submit additional certifications during the leave.

xii. Benefits during Family and Medical Leave: During an approved family or medical leave, the Employer will continue to provide the same insurance benefits which are available to Union employees who are not on leave.

No employee shall lose any accrued seniority or benefits while on leave.

xiii. Returning from Family or Medical Leave: Employees returning from family or medical leave should, when possible, provide at least 2 weeks' written notice of their return if the leave has been longer than one month. Regardless of the length of leave, employees should provide at least 2 workdays' notice of their return.

Any Employee who returns from family or medical leave within 12 weeks, or whatever amount of leave was available, will be reinstated to the same or an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

If an Employee is on leave for more than three (3) consecutive work days because of the Employee’s serious health condition, the Employer may require that the Employee provide a fitness-for-duty certificate before returning to work. If the Employee fails to provide a certificate by the end of any medical leave, reinstatement may be delayed or denied.

12.4 Return from Leave of Absence. Any employee returning from an authorized leave as stated in this Agreement shall return to his/her previously held job classification and schedule (hours, days and room) provided that neither has been abolished and the employee is qualified. In the event the schedule has been abolished and cannot be reestablished, the employee may bump into any schedule commensurate with his/her accrued seniority. Return to previous schedule will only be guaranteed if the leave is less than ninety-one (91) days.

12.5 Military Leave. The Employer shall grant Employees all military leave and benefits required by applicable law. Employees shall give the Employer as much advance notice as possible of the need for leave, and the approximate dates of leave. Employees may use earned vacation during a military leave.

Employees on military leave shall not suffer a loss in seniority, vacation and other benefits. Pay increases, vacation, and other benefits which would have accrued during the Employee’s military leave will be given to the Employee upon their return. Employees returning from military leave should apply for reemployment promptly.

The Employer shall not discriminate or retaliate against Employees who are members of the military. No Employee’s employment will be in jeopardy solely because of the Employee’s need for military leave.

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

Provided, however, such jury duty pay shall be subject to the following conditions:
(a) **Available for Work and Notice.** The employee must be available for work on the regular workday immediately preceding and following jury duty; and must notify the Employer prior to jury service and at the end of each week of jury duty.

(b) **Jury Service of Half Day.** Jury service of a half day or less requires the employee to be immediately available for work for the rest of the day.

(c) **Holiday Pay and Jury Duty.** Employees shall receive holiday pay according to the Holiday Article of this Agreement regardless of jury duty service.

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

12.7 **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. Employees traveling more than 200 miles to attend a funeral shall receive up to five (5) paid days of leave. The immediate family shall include the employee's spouse, domestic partner, child, foster or step child, mother, father, brother, sister, mother-in-law, father in law, grandchild and grandparent. An employee must also notify the Employer of the need for bereavement leave and, afterwards, of the facts of the bereavement leave. Bereavement leave will include tipped employee vacation rate referenced in Section 15.7.

12.8 **Union Business.**

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

(b) In the event that an employee is elected to a position of full-time service with the Union, the employee shall continue to accrue his/her seniority during the period of leave. Upon completion of service in the Union, the employee shall be returned to his/her former job as provided in the Return from Leave section, provided the employee notifies the Employer of such return within ninety (90) calendar days after completion of Union service.

12.9 **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.
12.10 Coordination with Applicable Laws. The parties to this Agreement agree that the provisions of this entire Article 12 shall be administered so as not to conflict with applicable federal or state laws governing leaves of absence. Where applicable, leaves of absence granted under this Article may run concurrently with any applicable leave rights the employee may have under the Family and Medical Leave Act. Where the provisions of this Agreement are more favorable to the employee than those provided under law, the terms of this Agreement shall prevail.

ARTICLE 13
PERSONAL DAYS

Regular employees who have completed their probation by January 1st shall receive one paid (1) personal day to be used in that calendar year which shall not carry over. Regular employees who have completed one (1) year of service shall receive one (1) additional paid personal day on January 1, 2015 for a total of two (2). Personal days will include the tipped employee vacation rate referenced in Section 15.7.

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
- Independence Day
- Thanksgiving Day
- Diversity Day (floating holiday)
- Memorial Day
- Labor Day
- Christmas Day

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

14.3 Holidays Worked. All eligible employees who work on a holiday shall be paid straight time for the number of hours regularly scheduled, plus straight time for the number of hours actually worked on the holiday. However, if the holiday hours worked exceed the number of hours regularly scheduled the excess hours shall be paid at one and one-half (1½) times the employee's contract rate of pay.

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

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

14.6 Disqualification. Employees shall not be eligible for holiday pay if:
(a) The employee is on layoff consisting of minimum of five (5) days (including the holiday), on a leave of absence, in military service or on suspension.

(b) The employee has been absent for a period of thirty (30) consecutive days prior to said holiday.

(c) The employee fails to work on said holiday if scheduled to do so, except in the case of a bona fide illness and just cause for such absence has been presented to the Employer.

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

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

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

(a) Layoff from work when notification of such layoff occurs on the workday immediately preceding the holiday or the workday immediately following the holiday.

(b) Death in the employee's immediate family; within the meaning of Section 12.9 Bereavement Pay.

(c) Illness or accident which occurs during working hours on either of such days and prevents the employees from continuing work.

(d) Jury duty which requires the absence of the employee.

(e) Emergency conditions occurring on the workday immediately preceding the holiday or the workday immediately following the holiday over which the employee has no control and which, despite his/her exercise of diligent effort, prevent him/her from working all or part of such days.

14.10 Tipped Employee Holiday Pay Adjustment. In addition to their regular hourly rates, all qualifying tipped employees working in the classifications of door attendants, bell stand, bell captain, cocktail server, ala carte server, regular banquet server, banquet captain, room service server, and room service captain shall be paid for non-worked holidays including the tipped employee vacation rate referenced in Section 15.

ARTICLE 15
VACATIONS

15.1 Amount of Vacation.

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

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Vacation Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>One year, but less than two years</td>
<td>One Week</td>
</tr>
<tr>
<td>Two years, but less than ten years</td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Ten years, but less than twenty years</td>
<td>Three Weeks</td>
</tr>
<tr>
<td>Twenty years, or more</td>
<td>Four Weeks</td>
</tr>
</tbody>
</table>

(b) Temporary layoffs or leaves of absence during the year shall not interrupt the continuity of seniority for the purpose of determining the amount of vacation for which an employee is eligible.

(c) Employees shall be entitled to receive their vacation pay in the paycheck covering the dates of their vacation. If a vacation occurs in two pay periods, part of the vacation pay will be paid in the paycheck covering each pay period.

15.1 Vacation Pay. Employees shall be entitled to vacation benefits at straight-time rates of pay on the same basis that their work is performed. Employees working either full-time or short shifts shall be paid vacation pay based on total hours paid in the accrual year, including premium, overtime, vacation and holiday hours. However, no employee shall be entitled to more than forty (40) hours of vacation pay per week. Paid vacation time and paid holidays shall be considered as time worked for the purpose of computing vacation pay. The following shall be the method of computing vacation pay:

(a) Number of months in the accrual year times 1/12 times the number of weekly average hours.

(b) After two (2) full accrual years, two (2) times the number of weekly average hours.

(c) After ten (10) full accrual years, three (3) times the number of weekly average hours.

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

15.2 Scheduling Vacation Periods. To the extent business requirements permit, employee requests for a specific period in which to take vacations will be honored. Furthermore, the most senior employees shall have preference as to the time they take their vacation so far as the efficient operation of the business will permit. Where more than one (1) employee in a job classification desires their vacations at the same time, vacation periods will be assigned according to seniority. Employer and the employee may mutually agree upon time of vacation period. Vacation requests are to be approved or denied within seven (7) days of the employee's request.

The Employer reserves the right to schedule vacations so that they will not interfere with business operations, but each employee should be entitled to take his/her vacation not later than six (6) months after he/she has qualified for it. This section shall not be construed to reduce vacation benefits established by past practice.

Effective on the employees' next anniversary date, employees shall be permitted to roll over a maximum of two (2) weeks of vacation from one year to the next. For example, if an employee gets four (4) weeks of vacation, the maximum amount of vacation shall not exceed six (6) weeks. The employer maintains its right to approve when vacation may be used. Vacations in excess of two (2) weeks cannot be carried over from one vacation period to another without the specific authorization of management in writing. Any vacation carried over will be paid at the wage rate in effect at the time the vacation is earned.
15.3 **No Work During Vacation.** Once a request for vacation has been approved by the Employer, the vacation dates shall not be changed unless by mutual consent of the Employer and the employee.

15.4 **Terminated Employees.** Employees who are discharged or who terminate their employment shall be entitled to pro-rated vacation pay earned and computed in accordance with Section 15.2 above. Provided, however, employees voluntarily terminating employment must first notify the Employer one (1) week prior to such termination in order to be eligible to receive such pro-rated vacation pay.

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

15.6 **Tipped Employee Vacation Adjustment.** Tipped employees working in the classifications of cocktail server, ala carte server, regular full time and part time banquet servers, bell person, and room service server shall be compensated at the rate of fifteen dollars and fifty cents ($15.50).

Captains shall be compensated at the rate of sixteen dollars and fifty cents ($16.50).

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**ARTICLE 16**

**BANQUET DEPARTMENT**

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

16.2 **Banquet Employee Compensation.** The banquet service charge will be 23%. If the Employer increases this service charge while this Agreement is in effect, the increase will be divided equally between the Employer and bargaining unit banquet employees. If the Employer increases the service charge after the term of this Agreement, the Employer and the Union shall bargain over the division of that increase.

The banquet employee service charge shall be paid as follows:

- Servers 14.5%
- Setup 1.25% (pooled daily)

16.3 **Service Charge on Complimentary Functions.** Servers who work a promotional, complimentary, donated, discounted, sales promo, or house function for which the Hotel does not charge the guest the full price, will be paid a service charge percentage based on the actual cost of food and beverages sold.

16.4 **House Functions.** Alacarte service persons shall receive fifteen (15%) of the menu price when serving in-house functions in the restaurant room and bar. For hotel functions that benefit employees (e.g. holiday parties, picnics, employee recognition events) that are not held in the restaurant or bar shall be paid a gratuity of ten (10%) percent of the menu price.

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29
Banquet Waitperson Report-in Pay. Three (3) hour minimum.

Banquet Captain. $1.00 over the State Minimum Wage. Current Banquet Captain will receive the same cents per hour increases for state minimum wage.

Banquet Temporary Employees. Should the need arise for the Hotel to use Temporary Banquet Servers, the service charge payout will be handled as follows: The Hotel will increase the overall Banquet Servers service charge pool by the then-current minimum wage per hour for each hour worked by a Temp during that function (with a four-hour minimum per Temp). The service charge for that meal period will then be divided among all servers (including Temps) based on all hours worked during that event. Provided, however, that the share attributed to Temps shall be returned to the Hotel.

Sky Garden Set-Up Fee. When a Sky Garden function has been set up and then must be moved to a different location, a $25.00 fee will be added to the banquet server and banquet set-up service charge pool for that event.

A Banquet Houseman will receive a $25.00 set-up/breakdown fee for Sky Garden wedding ceremonies which involve no food or beverage service.

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

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

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

- Jury Duty - Section 12.6
- Bereavement Pay - Section 12.7
- Holidays - Article 14
- Vacations - Article 15
- Health & Welfare - Article 21
- Pension - Article 22

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

16.9 On-Call Banquet Employees. Each Hotel shall have a consistent procedure for scheduling of on-call banquet servers in accordance with their Addendum.

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

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

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

16.13 **To-Go Orders.** Room Service Servers shall be responsible for taking to-go orders and delivering those orders to guests. The Room Service service charge for to-go orders shall be 10%. Nothing in this provision is intended to modify the parties’ past practice.

16.14 **The** serving person also shall be paid $2.50 for each amenity delivery.

**ARTICLE 17**

**HOUSEKEEPING DEPARTMENT**

17.1 **Room Cleaning.** No housekeeping employee shall be required to clean an unreasonable number of rooms. Effective September 1, 2010, no housekeeping employee shall be required to clean more than fifteen (15) checkout rooms in an eight (8) hour shift. Effective May 1, 2015, housekeeping employees shall not be required to clean more than 15 rooms in an eight (8) hour shift.

17.2 **Scheduling of Houseman.** The Employer will schedule additional House Persons as necessary to handle scheduled checkouts.

17.3 **Room Bonus Pay.** Effective May 1, 2019, Room attendants who clean more than the required number of rooms shall be paid seven dollars ($7.00) per room.

17.4 **At** the beginning of each shift, Room Attendants will be assigned at least 15 rooms equally. The Executive Housekeeper will then check back in the afternoon to see who has less than 15 rooms due to DNDs. The Executive Housekeeper will take any extra rooms that any Room Attendant had and redistribute them to those who have less than 15 rooms based upon seniority. If assigned less than 15 rooms, once the Room Attendants have completed their assigned rooms, they will be sent home, no matter seniority level, unless special projects have been assigned by seniority. Although special projects are not guaranteed, the employer shall make every effort to find special projects for employees who desire extra work.

17.5 **Assistance.** A housekeeping employee may request assistance when the nature of the work to be performed is quite difficult or hard to perform. No room attendant shall be required to perform work which requires standing on a ladder, chair, bathtub or vanity.

17.6 **Vomit/Defecation Pay.** Any employee required to clean vomit or defecation will be paid an additional $20.00 for such duty. Such pay will be subject to the approval of the Executive Housekeeper.
17.7 Any employee required to clean a room where a pet has stayed shall be paid an additional $20.00 for such duty.

17.8 Supplies. The Employer shall provide sufficient linen, equipment, and cleaning materials to all Housekeeping Employees. Room attendants shall not be disciplined for not completing their room assignment if the Hotel has not provided sufficient supplies, including linen, to complete their duties.

The Employer shall provide sufficient supplies, equipment, and cleaning materials needed for the timely, safe, efficient, and effective performance of their duties to all Employees. Employees shall not be disciplined for not completing their work assignments if the Hotel has not provided sufficient supplies, including linen, to complete their duties, provided the employee has given immediate notice to management of any insufficiency so that the problem can be rectified.

Employees shall notify the Employer of all defective equipment. In the event such reported defect affects safety, the Employer shall investigate the condition to determine its safety and, if necessary, effect repairs to operate such equipment.

A list of all cleaning products used by Employees will be provided to the Union annually.

17.9 Room attendants will be paid $2.50 for each bed made in excess of two (2) guest beds. Effective November 1, 2019, Room Attendants shall be paid $2.50 for each rollaway/cot made up in a room as part of the daily room assignment for stayovers.

17.10 Room attendants assigned rooms on three (3) or more floors during a shift shall have the total number of assigned rooms reduced by one (1). This provision does not apply if occupancy the day before is below 50% or when rooms are reassigned because a room attendant could not be assigned 15 rooms.

17.11 Housekeeping Suites. All suites for purposes of credits in the daily room quota established in this contract shall be counted as double (2) credit with the exception of Suite 720 that shall be counted as triple (3) credit.

17.12 The Hotel will make every effort to call off a Room Attendant the night before his/her scheduled shift. When that is not possible, the Hotel shall call the Room Attendant no later than 75 minutes before the Room Attendant’s schedule start time. If the Hotel fails to call the Room Attendant at least 75 minutes before his/her schedule start time, the Room Attendant shall receive report-in pay consistent with Section 8.15.

17.13 Safety Devices. Upon ratification of this Agreement, the Employer shall provide a safety alarm to each employee assigned to work in a guest room, or other isolated areas of the hotel, without other employees present, at no cost to the employee. Each employee shall be required to carry the device with him or her at all times when working and to utilize such device when he or she believes there is an ongoing crime, harassment, or other emergency in the employee’s presence. Within (1) year of the date of this Agreement the Employer will explore the feasibility of providing devices that shall be able to summon immediate on scene assistance to their location from another employee or security guard. The purpose of this section is to protect employee safety. The device may not be used to track or discipline for productivity-related issues. The employee in danger may cease work and leave the immediate area where the incident occurred to await the arrival of the Employer or security personnel responsible for providing immediate assistance.

17.14 Guest Incentives. The Employer agrees to inform the Union prior to implementing any new incentive
program and agrees to bargain the effects of such program.

17.15 **Gratuities.** The Employer and the Union agree that gratuities left by guests in hotel rooms are for the exclusive benefit of room attendants. No one shall be permitted to remove a gratuity from a guest room other than the Room Attendant.

17.16 **Green Programs.** In the event the Hotel plans to adopt a “green” program which reasonably is expected to affect the workload of the Housekeeping Department, the Employer shall give the Union at least 30 days’ notice of this program. Upon the Union’s request, the Employer shall negotiate with the Union over the impact of this program.

17.17 **Sheets.** The Employer shall make reasonable effort to provide fitted sheets.

**ARTICLE 18**

**STATE AND FEDERAL LAW**

18.1 **Recognition of Applicable Laws.** Nothing contained in this Agreement shall be deemed or construed to require, directly or indirectly, the Employer to do anything inconsistent with the laws or regulations of any competent governmental agency (City, State or Federal) having jurisdiction over the Employer's Hotel. The Union and the Employer agree that neither will compel, force, or cause, directly or indirectly, the other respective Party to do anything inconsistent with any applicable laws.

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

**ARTICLE 19**

**ESL PROGRAM**

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

**ARTICLE 20**

**MEDICAL EXAMINATIONS**

20.1 The Employer may require and pay for physical and medical examinations, including drug testing in compliance with the negotiated Drug and Alcohol Testing policy in place for each Hotel, of employees for job-related reasons and may layoff or release employees unable to satisfactorily pass such examinations. The Employer and the Union have agreed to a drug testing policy, which the Employer will provide to all current employees and all new hires. No changes will be made to the policy without negotiation between the Employer and the Union. 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.

20.2 **Drug and Alcohol Testing Policy:**

The Employer has a strong commitment to provide its Employees, guests and the general public with a safe and productive environment. Substance abuse may seriously affect an Employee’s health, job performance, productivity and safety.
Employees should report to work free from any adverse effects of drugs or alcohol. This section does not prohibit employees from the lawful use or possession of prescription medication. Any Employee taking legal prescription drugs which are likely to affect their job performance, or create a safety risk, must notify their supervisor of the prescription drugs being taken and their anticipated side effects. The Employer shall make reasonable efforts to accommodate any side effects.

When Employees are working, or on the Hotel’s premises, they are prohibited from:

(a) using, possessing, buying, selling, manufacturing, or dispensing any illegal drug and/or drug which causes or is likely to cause impairment;

(b) being under the influence of alcohol or any drug which causes or is likely to cause impairment; or

(c) possessing or consuming alcohol unless associates have been authorized to do so, by management, at an approved Hotel-sponsored event, or the associate is on the Hotel’s premises as a guest or on other non-work time.

The detection levels of confirmatory tests shall be those established under Minnesota Rules.

If the Employer has a reasonable suspicion, based on the observation of two (2) or more supervisors (if feasible), an Employee has violated this section, it will ask the Employee to submit to a substance abuse test. A reasonable suspicion of impairment exists when it appears an Employee’s work performance or behavior is being affected by drugs or alcohol; when an Employee is involved in an accident which causes bodily injury requiring external medical treatment beyond first aid; when an Employee is involved in an accident causing damage to the Hotel’s property, vehicles, machinery, or equipment; or when an Employee is involved in an accident which damages the property of a guest, the Hotel or another Employee.

Post-accident or injury testing will be conducted as soon as practical following the accident, but no later than 32 hours following the accident.

Employees may refuse to submit to substance abuse testing. However, a refusal may result in termination.

When a substance abuse test is requested, Employees will be asked to provide a urine sample, a saliva sample via mouth swab, and/or submit to a breath-alcohol test. The collection of samples will be performed by licensed or other authorized personnel. If an Employee must travel to a collection site, transportation will be provided. Employees will not be allowed to drive themselves.

All samples will be tested by a licensed medical or laboratory facility, using recognized procedural safeguards and confidentiality requirements. Urine and saliva samples will be tested for the presence of marijuana, cocaine, opiates, amphetamines, methamphetamines, and phencyclidine.

Urine and saliva samples will be split and subjected to an initial screening test. If the initial test is positive for the presence of drugs, the testing facility will perform a confirmatory test. If the confirmatory test is positive, the testing facility will notify the Employee of the result and of the right to submit additional information, in confidence, to a medical review officer to explain the positive test result. The Employee also will be advised of their right to request a confirmatory retest within 7 days. If a confirmatory retest is not requested, or the Employee does not provide a sufficient explanation for a positive result, the confirmatory test will be considered
Any Employee asked to submit to reasonable suspicion testing will be suspended pending for the remainder of the day/shift and may be suspended pending until the final test result. If the result is negative, the Employee will be reinstated with no loss of wages or benefits. The employee can be reinstated upon participation in either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate as determined by the Company after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency. The cost for the evaluation will be paid by the Company. Costs for the recommended treatment will be the employee's responsibility. Employees who refuse to participate in the counseling or rehabilitation program or fail to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after the completion of the program, may be subject to termination.

The Employer encourages Employees to seek help and to use its Employee Assistance Program to obtain assistance before substance use or abuse becomes a workplace issue.

If an Employee submits an adulterated or substitute urine specimen, the Employee may be disciplined, up to and including termination. If the Employer reasonably suspects an Employee has submitted an adulterated or substitute specimen, it may require additional testing and/or require that the Employee provide a specimen under observation.

Information and records relating to a positive test result, or to any drug or alcohol dependency, shall be kept strictly confidential and maintained in secure files, separate from the rest of an employment file.

ARTICLE 21
HEALTH AND WELFARE

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

(a) Contributions. Effective May 1, 2019, the Employer agrees to contribute to the Fund three dollars and thirty cents ($3.30) for each hour paid to all employees under the jurisdiction of this Agreement, based on April hours. Effective May 1, 2020, the Employer agrees to contribute to the Fund three dollars and forty-five cents ($3.45) for each hour paid to all employees under the jurisdiction of this Agreement, based on April hours.

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

(c) Employer Obligation. The Employer's obligation to contribute to the Health and Welfare Fund is limited to the amount of contribution specified in Article 21.

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

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

35
21.2 **Bound to Trust Agreement.** The Employer acknowledges that in carrying out the terms and provisions of this Agreement, it shall be bound by all the terms and provisions of the Agreement and Declaration of Trust, covering the Greater Metropolitan Hotel Employers-Employees Health and Welfare Fund and the Parties, by this Agreement incorporate by reference all the terms and provisions of said Agreement and Declaration of Trust as though fully set forth herein together with such amendments as may be made thereto.

21.3 **Delinquent Payments.** The failure, refusal or neglect of the Employer to report and pay the Fund the contribution required herein on or before the tenth (10th) day of the month following the month in which the employee worked, shall subject the Employer to liability for the principal and in addition, liquidated damages of twelve percent (12%) of the delinquency, eight percent (8%) interest on the delinquency and reasonable 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.

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

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

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

21.7 **National Health Program.** Should the Employer be required by Federal law to provide coverage equal to or better than those benefits provided by the Fund, the Parties hereto agree that the Employer shall be permitted to cease its contribution to the Fund. The Union will ensure that prior to November 1, 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.

**ARTICLE 22**

**DEFINED BENEFIT RETIREMENT PLAN**

22.1 **Generally.** Effective May 1, 1985, the Employer shall contribute to the "Minneapolis Hotel Employers-Employees Defined Benefit Retirement Plan" (hereinafter the "Defined Benefit Plan"), at a rate of zero cents ($0.00) for each hour paid to each employee under the jurisdiction of this Agreement. The basic pension benefit of this plan will be nine dollars ($9.00) per year of credited service to a maximum of twenty (20) years of service to be offset by the value of benefits developed under the Defined Contribution Plan. The plan formerly known as the Minneapolis Hotel Employers-Employees Defined Benefit Retirement Plan merged into the UNITE HERE
Workers Pension Plan in 2006.

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

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

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

ARTICLE 23
DEFINED CONTRIBUTION PLAN

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

23.2 Effective May 1, 2019, the Employer shall contribute thirty-five 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 24
IMMIGRATION

24.1 Change of Immigration Status. No Employee shall have a loss of seniority, compensation, or benefits due to a change in immigration status or social security, provided the change does not make the Employee ineligible to work. The Employer agrees to work with government agencies and the Union when such situations arise.

24.2 Workplace Immigration Enforcement. The Employer shall notify the Union as soon as practical if the Employer receives a no-match letter from the Social Security Administration, if it is contacted by the Department of Homeland Security (DHS) or, (formerly the INS) related to the immigration status of an employee covered by this Agreement or if a search and/or arrest warrant, administrative warrant, subpoena, or other request for document is presented. The Union agrees that it shall keep confidential any information it obtains pursuant to this provision and that it will use any such information solely to represent and/or assist the affected employee(s) in regards to the DHS matter. Recognizing the intent of the Article, the Employer will admit agents of the DHS only as it deems necessary and appropriate.

24.3 I-9 Inspections. The Employer shall permit inspection of I-9 forms by DHS or DOL as required by applicable law. The Employer also shall permit inspection of I-9 forms where a DHS search and/or arrest warrant, administrative warrant, subpoena or other legal process signed by a federal judge or magistrate to specially names employees or requires the production of I-9 forms. The Employer shall not provide documents other than the I-9 forms to DHS for inspection or reveal to the DHS the names, addresses or immigration status of any employees in the absence of a valid DHS administrative subpoena, or a search warrant or subpoena signed by a federal judge or magistrate or where otherwise required by law or it is otherwise deemed by the employer to be appropriate under the circumstances. In the event the Employer is required to produce information relating to Union Employees, the Employer shall notify the Union as soon as is reasonably possible. To the extent legally possible, the Employer shall offer a private setting for questioning for employees by DHS.

24.4 Whenever possible the Employer will provide an employee and the Union with at least sixty (60) days’ notice that the documents provided by the employee demonstrating work authorization are scheduled to expire and that the employee will need to re-verify their I-9 documentation and provide valid evidence of continued work authorization.

24.5 The Employer shall not require or demand proof of immigration status, except as may be required by 8 USC 1324a (1)(B) and listed on the back of the I-9 form or as otherwise required by law. Nothing in this paragraph prevents the Employer from using e-verify for initial employment, nor does it prevent the Employer from taking reasonable steps in response to a no-match letter.

24.6 In the event of a sale of the business or its assets, the employer shall offer to transfer the I-9 forms of its employees to the new employer.
24.7 The Employer shall not take adverse employment action against an employee based solely on questions raised regarding an Employee’s immigration or work authorization status. However, if the Employee is unable to resolve those questions, adverse action may be taken.

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

(a) The Employer shall provide a copy of the notice to the employee and the Union as soon as reasonably practical.

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

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

24.9 Upon request, the Employer shall make reasonable efforts to give employees time off to attend to DHS proceedings and any other related matters for the employee and the employee’s immediate family (parent, spouse, and/or dependent child). The Employer may request verification of such leave. The Employer shall not discipline, discharge, or discriminate against any employee because of national origin or immigration status, or because the employee is subject to immigration or deportation proceedings, except as required to comply with the law. An employee subject to immigration or deportation proceedings shall not be discharged solely because of pending immigration or deportation proceedings, so long as the employee is authorized to work in the United States. However, nothing in this section prohibits the application of the Employer’s Attendance Policy to Employees who are absent for any reason covered in this Section.

24.10 In the event that an employee, with at least 12 months of continuous service, does not provide adequate proof that they are is authorized to work in the U.S. under circumstances when that proof is reasonable and necessary, and their employment is terminated for this reason, the Employer agrees to reinstate the employee to their former position, or any other position for which the Employee is qualified, without loss of prior seniority for periods of active employment (but length of service for vacation or other benefits does not continue to accrue during the period of absence) upon the employee providing proper work authorization within 6 months from the date of termination.

If the employee needs additional time, the Employer will rehire the employee into the next available opening in the employee’s former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of 6 additional months. The parties agree that such employees would be subject to a probationary period in this event.

24.11 The Employer will notify the Union in the event any employee is terminated because he/she has not provided adequate proof he/she is authorized to work in the U.S.

ARTICLE 25
PREGNANCY PROTECTION

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

ARTICLE 26
SEXUAL HARASSMENT/ASSAULT

26.1 In the event the Hotel receives an accusation that a guest has made an unwanted sexual advance, request for sexual conduct, or other verbal or physical conduct of a sexual nature towards an employee or towards another guest of the establishment, the Hotel shall complete an Incident report and shall investigate the accusation. At the conclusion of the investigation, the Employer shall take any appropriate remedial measures to protect its Associates and guests. The Employer shall notify the Employee of any remedial actions it takes.

26.2 Upon receipt of an allegation of sexual assault or other criminal conduct by a guest against an employee, the Hotel shall promptly contact local law enforcement with jurisdiction, immediately notify the employee that law enforcement has been contacted, that he or she may be asked to provide a statement, and that they have a right to decline to do so, and provide the employee with sufficient paid time to provide a police statement, and shall fully cooperate with any investigation into the incident undertaken by the agency.

26.3 When an allegation of sexual assault or criminal conduct by a guest against an employee is supported by a police report and statement made by such employee under penalty of perjury, the Hotel shall inform the guest that he or she is prohibited from returning to the Hotel for a period of at least three (3) years.

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

ARTICLE 27
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 is 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 28
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 29
TERM OF AGREEMENT

This Agreement shall be in effect commencing on the first (1st) day of May, 2019, and shall continue to and including the thirty-first (31st) day of October, 2020, 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.

Signatures on following page
IN WITNESS WHEREOF, the Employer and the Union hereby execute, sign and attest to this Agreement this ______ day of _____, 2019.

FOR THE EMPLOYER:

Crowne Plaza Northstar Hotel

X

By: Derek Morrison
Title: General Manager

X

By:
Title:

FOR THE UNION:

UNITE HERE, Local 17, AFL-CIO

X

By: Christo Mello
Title: President

X

By: Recording Sec.
### APPENDIX A

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</tr>
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<td>$14.14</td>
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</tr>
<tr>
<td></td>
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<td>$14.83</td>
<td>$15.03</td>
</tr>
<tr>
<td></td>
<td>36 months</td>
<td>48 months</td>
<td></td>
</tr>
<tr>
<td>--------------</td>
<td>-----------</td>
<td>-----------</td>
<td></td>
</tr>
<tr>
<td>36 months</td>
<td>$15.57</td>
<td>$16.16</td>
<td></td>
</tr>
<tr>
<td>48 months</td>
<td>$16.16</td>
<td>$16.76</td>
<td></td>
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</tbody>
</table>

**Pantry-Dish-Storeroom**

<table>
<thead>
<tr>
<th></th>
<th>Start</th>
<th>12 months</th>
<th>24 months</th>
<th>36 months</th>
<th>48 months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Head Pantry</td>
<td>$13.01</td>
<td>$14.09</td>
<td>$14.77</td>
<td>$15.47</td>
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<tr>
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<td>$13.21</td>
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<td>$14.69</td>
<td>$15.37</td>
<td>$16.07</td>
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<tr>
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<td>$13.95</td>
<td>$14.62</td>
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<td>$15.94</td>
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<tr>
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<td>$13.03</td>
<td>$14.15</td>
<td>$14.82</td>
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</tr>
<tr>
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<td>$13.43</td>
<td>$14.55</td>
<td>$15.22</td>
<td>$15.93</td>
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**Pantry**

<table>
<thead>
<tr>
<th></th>
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<th>12 months</th>
<th>24 months</th>
<th>36 months</th>
<th>48 months</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 months</td>
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<td>$14.15</td>
<td>$14.82</td>
<td>$16.19</td>
<td>$16.83</td>
</tr>
<tr>
<td>24 months</td>
<td>$13.96</td>
<td>$14.56</td>
<td>$15.26</td>
<td>$16.59</td>
<td>$17.23</td>
</tr>
<tr>
<td>36 months</td>
<td>$13.37</td>
<td>$14.09</td>
<td>$14.55</td>
<td>$15.86</td>
<td>$16.46</td>
</tr>
<tr>
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<td>$13.12</td>
<td>$14.21</td>
<td>$14.28</td>
<td>$15.58</td>
<td>$16.16</td>
</tr>
</tbody>
</table>

**Stewarding**

<table>
<thead>
<tr>
<th></th>
<th>Start</th>
<th>12 months</th>
<th>24 months</th>
<th>36 months</th>
<th>48 months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>$12.77</td>
<td>$13.89</td>
<td>$14.55</td>
<td>$15.28</td>
<td>$15.86</td>
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<td>$15.88</td>
<td>$16.46</td>
</tr>
<tr>
<td>36 months</td>
<td>$13.12</td>
<td>$14.21</td>
<td>$14.88</td>
<td>$15.58</td>
<td>$16.16</td>
</tr>
<tr>
<td>48 months</td>
<td>$15.62</td>
<td>$15.76</td>
<td>$16.16</td>
<td>$16.16</td>
<td>$16.16</td>
</tr>
<tr>
<td>Storeroom Clerk</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>-------------------------</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Start</td>
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<tr>
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<td>$14.77</td>
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</tr>
<tr>
<td>24 months</td>
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<td>$15.04</td>
<td>$15.44</td>
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</tr>
<tr>
<td>36 months</td>
<td>$15.59</td>
<td>$15.79</td>
<td>$16.19</td>
<td></td>
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</tr>
<tr>
<td>48 months</td>
<td>$16.17</td>
<td>$16.37</td>
<td>$16.77</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Room Service</th>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Server</td>
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<table>
<thead>
<tr>
<th>Housekeeping</th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Housekeeping, Laundry, Public Space</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start</td>
<td>$13.36</td>
<td>$13.56</td>
<td>$13.96</td>
</tr>
<tr>
<td>12 months</td>
<td>$14.56</td>
<td>$14.76</td>
<td>$15.16</td>
</tr>
<tr>
<td>24 months</td>
<td>$15.26</td>
<td>$15.46</td>
<td>$15.86</td>
</tr>
<tr>
<td>36 months</td>
<td>$15.99</td>
<td>$16.19</td>
<td>$16.59</td>
</tr>
<tr>
<td>48 months</td>
<td>$16.63</td>
<td>$16.83</td>
<td>$17.23</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Linen Room</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>$12.98</td>
<td>$13.18</td>
<td>$13.58</td>
</tr>
<tr>
<td>12 months</td>
<td>$14.12</td>
<td>$14.32</td>
<td>$14.72</td>
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<tr>
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<td>$15.00</td>
<td>$15.40</td>
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<td>36 months</td>
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<tr>
<td>48 months</td>
<td>$16.13</td>
<td>$16.33</td>
<td>$16.73</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Linen-Garment Repair</th>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>$13.22</td>
<td>$13.42</td>
<td>$13.82</td>
</tr>
<tr>
<td>12 months</td>
<td>$14.32</td>
<td>$14.52</td>
<td>$14.92</td>
</tr>
<tr>
<td>24 months</td>
<td>$15.00</td>
<td>$15.20</td>
<td>$15.60</td>
</tr>
<tr>
<td>36 months</td>
<td>$15.71</td>
<td>$15.91</td>
<td>$16.31</td>
</tr>
<tr>
<td>48 months</td>
<td>$16.33</td>
<td>$16.53</td>
<td>$16.93</td>
</tr>
</tbody>
</table>
Effective May 1, 2019, all non-tipped, non-minimum wage employees will receive a $.40 increase to their hourly rate.

Effective November 1, 2019, all non-tipped, non-minimum wage employees will receive a $.20 increase to their hourly rate.

Effective May 1, 2020, all non-tipped, non-minimum wage employees will receive a $.40 increase to their hourly rate.

**Employees in the start rate (first 12 months of employment) step will not be paid less than the most recent start rate.**

Promotion or Transfers - Employees promoted to another classification shall move to the next higher pay rate in the new classification except those employees who have been employed less than one (1) year and move to a lower paying classification shall be moved to the Step they are currently in.

*** Over scale employees will receive the same percentage rate increase
*** Employees at accelerated rates will get their increases as they move to their next progression step
*** All increases will be added to existing step progressions

**Bell/Door**-

Newspaper deliveries shall be paid $10.00 per day. Portage fees shall be $2.00 per person for a check-in and $2.00 per person for a check-out.

**Union associates will be paid contract rate, or minimum wage, whichever is higher.**
APPENDIX B
SENIORITY CLASSIFICATION

1. Bell Captain and Assistant Bell Captain
2. Bellstand
3. Door Attendants
4. Room Service Captains
5. Room Service Waitpersons
6. Housekeeping Services (includes room cleaners, housepersons, lobby cleaners, linen room, linen/garment repair)
7. Lead Linen Employees
8. Kitchen Utility (includes silver polishers, dishwashers, glass washers, pot washers, steam table servers, runners, night cleaners - kitchen, restaurants and bars, stewards, uniform custodians)
9. Storeroom Clerks
10. Bartenders (includes front bar and service bar)
11. Bar Assistants
12. Cocktail Servers
13. Skilled*, Pastry chef, Key and Extra Cooks
14. Line Cooks*, Fry Cooks
15. Utility Cooks*, Head Pantry and Pantry
16. Pastry Helper, Baker
17. Hostesses/Hosts
18. Cashier
19. Dining Room Captains, Extra Captains
20. Ala Carte Waitpersons
21. Ala Carte Buspersons
22. Banquet Setup, Convention Services
23. Banquet Captains
24. Banquet Servers
   a) Regular
   b) Part-time
25. Banquet Bartenders
26. Banquet Buspersons
27. Maintenance
28. Laundry

*In the event of a layoff in these cook classifications, the laid-off employee(s) shall have the opportunity to exercise his/her established seniority to bid into a lesser skilled classification at the hourly pay rate of the new classification.

**This classification shall be limited to twenty (20%) percent of the cooks in the establishment; rounded up.