

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INTERCONTINENTAL ST. PAUL RIVERFRONT HOTEL

AND

DOUBLE TREE HOTEL ST. PAUL

AND

UNITE HERE LOCAL UNION 17 AFL-CIO

December 1, 2020 to February 28, 2025

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AGREEMENT

THIS AGREEMENT, entered into between the UNITE HERE Local 17 AFL-CIO, hereinafter referred to as the Union, and Greenwood Hospitality d/b/a The Intercontinental St. Paul Riverfront Hotel and Double Tree St. Paul, hereinafter referred to as the Employer, 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 Hotels; to obtain maximum efficiency in the Hotels; 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 and housekeeping departments specifically listed in the Schedule of Wages, but excluding all secretaries, accounting, personnel, front office, telephone operators, sales and catering department and clerical employees, professional employees and all guards and supervisors as defined by Federal Statutory Labor Law, except as otherwise reflected in the addendum and based upon past practice and custom.

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

ARTICLE 2
COMPLETE AGREEMENT

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

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

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

ARTICLE 3
UNION RIGHTS

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

3.2 Union Shop. It shall be a condition of employment for all employees covered by this Agreement that all employees who are members of the Union on

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

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

In the event the Employer is delinquent (i.e., the 15th of each month following the month for which the dues were withheld) in submitting the deductions to the Union, the Union shall not be obligated to invoke or exhaust the Grievance or Arbitration Procedures set forth in this Agreement prior to initiating action for legal or equitable relief. In addition to the principal amount owed, the Employer shall be liable for eight percent (8%) interest per annum, on a pro-rata basis, on the delinquency and reasonable attorney fees and costs incurred in the collection of the delinquency, provided the Union gives the Employer at least fourteen (14) calendar days' written notice of default before the Employer would incur any of the additional liabilities.

3.4 Maintenance of Check-Off. The Employer shall adhere to the provisions in each dues check-off authorization agreed to by an employee regarding renewal and revocation, as permitted by the authorization and applicable law.

3.5 Electronic Authorization. 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, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state or federal law.

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

3.7 New Employee Orientation. New Employee Orientation. Upon request by the Union, Union representatives shall be afforded the opportunity to meet with new bargaining unit employees for up to fifteen (15) minutes upon the conclusion of the Employer's new employee orientation session. Employee participation shall be voluntary, and it shall be considered paid time. An Employer representative may also attend such meeting. The Union shall not make any disparaging comments about the Employer during such sessions. If the Union representative is a bargaining unit employee, that employee's participation shall not be compensable nor applied to any contractual working time or other pay or hours provisions.

3.8 Right to Work. In the event that the Hotel becomes subject to a state or federal right to work law, the Employer agrees to remain neutral with respect to any of its employees' or prospective employees' decisions regarding membership in or support for the Union.

3.9 Voluntary Check-off of Political Contributions. The Employer agrees to deduct from the wages of its employees who are members of the Union and who have voluntarily authorized such contributions on forms provided for that purpose, contributions to the Union's separate segregated political funds. The amounts deducted pursuant to such authorization shall be transmitted monthly together with a list of names of employees from whom deductions were made. Such sums shall be transmitted separate and apart from any dues money to UNITE HERE International, 275 7th Avenue, New York, NY 10001.

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

3.11 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.

3.12 Union Buttons. All employees shall be permitted to wear their official Union button and/or official steward button, provided the button size is no larger than the present buttons.

3.13 Union Stewards. The Employer recognizes the right of the Union to conduct an election or select from among the employees who are members of the Union, a Chief Steward/Steward(s) to handle such Union business at the Company where they are employed, as may from time to time be delegated to them 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 to perform their job duties as any other employee covered by the Agreement and shall not interrupt employees while working.

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 11.2 during their regular work shift will be considered hours worked. Stewards shall not, however, interfere with the management of the business or direct the work of any employees regardless of whether they believe a grievance exists. Only the General Manager or their designee and the Union's principal officer shall have the authority to alter or modify any terms or provisions of this Agreement. Such changes shall be in writing and signed by other parties.

3.14 Union Visitation. Union representatives and officers shall be privileged to visit the premises of the Employer, generally non-working areas, at all reasonable hours for the transaction of official Union business. Union Officers and Business Agents shall first notify the designated management representative of their presence upon the premises and shall not interrupt employees while working.

3.15 Copies of Agreement. The Employer agrees to provide copies of the collective bargaining agreement to all new hires along with the Employer's handbook and/or rules. The Union shall continue to provide copies of the agreement to the Employer consistent with past practice.

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

ARTICLE 4 MANAGEMENT RIGHTS

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

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

ARTICLE 5 NO STRIKE - NO LOCKOUT

5.1 No Strikes or Lockouts. The Union agrees that there shall not be any strike, sympathy strike, stoppage of work, slowdowns, boycotts, refusal to handle merchandise, picketing of the Employer's establishment covered by this Agreement or other interruption of work or interference with the Employer's Hotel during the term of this Agreement or any extension; and the Employer agrees that there shall be no lockouts during the term of this Agreement or any extension. Participation by any employee in any such practices 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 11.

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 any employee has engaged in, participated in, or encouraged any such violation may be subject to arbitration.

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

ARTICLE 6
PAY, GRATUITIES, AND JOB CLASSIFICATIONS

6.1 Minimum Rates. The minimum rates of pay for the job classifications covered by this Agreement are set forth in the Schedule of wages which is attached and made a part of this Agreement. There shall be no lessening of wages or direct cost item fringe benefits now prevailing established by prior agreements and by past practice unless in connection with a voluntary or involuntary transfer to a lower paying position.

6.2 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, PTO pay, holiday pay, PTO accrual, and authorized deductions.

6.3 Merit Increases. The wage scale as set forth in the Schedule of Wages of this Agreement reflects minimum rates and does not prohibit an employee from receiving a higher wage. The union shall be notified of any such increases.

6.4 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 11.

6.5 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.

6.6 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.

6.7 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.

6.8 Gratuities.

- a) All gratuities shall be the sole property of the serving person or persons. The Employer shall not require employees to divide tips nor shall an employee be required to pay the tipped service charge on credit cards. After receiving a sixty (60) day notice prior to any change, all charged tips will be on regular payroll checks.
- b) Where a service charge is placed on a guest's bill, the bill will state that a gratuity is not included. Menus shall indicate that tax and gratuity are not included in the menu price. The daily special sheet will provide this information where it is not printed on the menu.
- 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) House Functions. Ala carte service persons shall receive eighteen percent (18%) of the menu price when serving in-house functions in dining rooms and bars. House functions shall be interpreted to include managers and their guests when they are seated and served in the dining room. Servers shall receive an eighteen percent (18%) gratuity of food and beverage served.
- e) Service Charge on Guaranteed Functions in Dining Rooms. The Hotel will bill out, and the server shall receive, the service charge on guaranteed functions where the party does not meet the guarantee. If the Hotel is unable to collect the service charge, it will not be paid to the server.

- f) Prom Season - Service Charge. During Prom season (which shall be determined by management) parties of six (6) or more shall have an automatic 15% gratuity included.
- g) Delivery Charges. The Hotel shall continue the current practice on delivery charges for Room Service and Bell Staff. Procedures will be put in place to allow the bell staff to make deliveries to occupied rooms whenever possible. Bell staff will be relieved of delivery duties to the floors during peak check-in/check-out times, whenever possible.

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 Article 11.3.

ARTICLE 7 MEALS, UNIFORMS AND EMPLOYEE AREAS

7.1 Meals.

- a) The Employer shall provide each employee's meal per shift free of cost. The Employer shall provide meals which are palatable and wholesome. Selection of meal items shall be available to include two hot entrees. The meal shall be served under clean and sanitary conditions.
- b) Meal periods shall be an uninterrupted one-half (½) hour for which the employee is not to be compensated. Employees will be expected to punch out or sign out for meal periods. There will be no automatic deduction of the half 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) Should problems arise concerning food quality or content, the parties agree to create an ad hoc committee to resolve the problem.

7.2 Rest Breaks. Housekeeping, Stewarding, Culinary, and Convention services employees will be permitted to take two (2) fifteen (15) minute paid rest breaks in addition to the unpaid thirty (30) minute meal break on full shifts.

7.3 Uniforms. The Employer shall provide uniforms and the laundering and upkeep for cooks, waitpersons, bus service attendants, banquet waitpersons, bartenders, bar service employees and housekeeping, and for such other classifications of employees as are required to wear uniforms in accordance with the employer's current practice. 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.

7.4 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.

7.5 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.

7.6 Stewarding. Water repellent 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 shall be consecutive. The Employer's standard workweek for overtime pay computation purposes shall be 168 consecutive hours beginning at 12:01 a.m. on the first day of the workweek. The workweek will conform to the Employer's payroll workweek and begin at 12:01 a.m. on the first day of the week and end at midnight on the last day of the workweek. The Employer agrees to notify the Union of any change in the standard workweek.

8.3 Standard Workday. The standard workday shall be eight (8) working hours within eight and one-half (8 ½) on the Employer's premises. Whenever practical, split shifts will be abolished.

8.4 Overtime Work. Employees shall not be required to work overtime unless it is a business necessity, in which case such overtime shall be offered based on seniority of those employees performing the work on the shift.

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

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

8.6 Daily Premium Pay. All non-exempt employees shall receive premium pay of time and one-half (1 ½) 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 ½) premium after eight (8) hours shall not be applicable to employees regularly scheduled for ten-hour days.

8.7 Premium Pay for 6th and 7th Day.

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

8.8 No Guarantee. 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.

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

8.10 Work Schedules. All work schedules shall be posted three (3) days prior to the first day of the schedule. Such schedules may be changed in cases of emergencies or business necessities. Banquet schedules shall be available by 2 PM Tuesday.

8.11 Replacements. Employees shall not be required to provide a replacement for themselves.

8.12 Report-in-Pay.

- a) An employee called in and reporting for work as scheduled without prior notice received by the employee not to so report shall receive a minimum of four (4) hours work or four (4) hours pay for that day at the employee's regular hourly rate; provided, the employee is available to work for the full period

of time required. Tipped adjustment shall apply as defined in Article 20.7.

- b) No employee shall be entitled to report-in pay or other pay if the lack of work is due to any strike, work stoppage, or labor dispute, or to a fire, flood, Act of God, or other condition, which are beyond the control of the Employer.

8.13 Meetings. An employee who attends a mandatory employer meeting that is held on the employee's scheduled day off or is not held within two (2) hours of the employee's scheduled shift, shall receive two (2) hours of pay or work. An employee who attends a voluntary meeting (not parties or general sessions that are informational in nature) shall be paid for the time spent at such meeting. This provision shall not result in a sixth (6th) or seventh (7th) day premium or daily premium payment.

8.14 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.

8.15 Discontinuance of Business. If it is necessary to temporarily close for remodeling or permanently close any part of the Hotel, or the Employer closes an outlet or department for a month or more due to lack of business, 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's pay and up to two (2) weeks' pay in lieu of the required notice, to be pro-rated 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.

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

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

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 Servers and Banquet Bartenders - Banquet servers and banquet bartenders shall accrue seniority from first function worked after completion of the probationary period in the classification within either the first or second list where such lists apply. Employees moving from the first or second list to the on-call list shall be "dovetailed" based on seniority date. Employees moving from the on-call to the first or second list shall be placed at the bottom of the list with the seniority based on date of transfer.

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 trial or probationary basis, during which time they may be discharged without recourse; provided, however, that this probationary period will be automatically extended an additional thirty (30) days after written notice to the Union and the employee of such extension and the reason, therefore.

Provided further, that for part-time employees this probationary period will be automatically extended for yet another thirty (30) days after written notice to the Union and the employee of such extension and the reason there for. After the trial period, they shall be placed on the seniority list and their seniority shall then date from the first day of their current period of employment.

9.4 Probation Period. New Classification. An employee promoted to a higher classification shall serve twenty (20) working days 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. 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.
- (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 falls may not be bumped out of their shift.
- (e) Scheduling of Work.

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.

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

For purposes of scheduling, employees changing shifts or rooms shall go to the bottom of that list.

- (f) Promotion or transfer to new job openings.
- (g) Upon request in writing, any employee scheduled less than five (5) days per week may exercise their seniority for five (5) days of work per week when additional shifts become vacated on a regular basis, unless such shifts are eliminated. The employee must bid the five (5) day schedule as posted.
- (h) Outlet 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, after scheduling of regular Banquet Bartenders.
- (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 provisions (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 9.6 and 9.8

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

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

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

- a) Voluntary quitting.
- b) Discharge for cause.

- c) Failure to return to work after recall as provided.
- d) Failure to return to work promptly at the end of an authorized leave of absence, unless due to Act of God.
- e) Remaining on layoff for longer than twelve (12) months.
- f) Terminates employment from the regular schedule and works on an intermittent call-basis only.

9.11 Job Posting. New job openings will be posted for a minimum of seven (7) calendar days before being awarded to qualified applicants. If qualifications are equal, seniority shall prevail.

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

9.12 Seniority List. The Employer shall furnish an accurate seniority list to the Union within ten (10) days of the date on which this Agreement is signed. Thereafter, the Employer shall notify the Union of each employee who has been separated from employment and such other monthly information on employees as has been provided. An updated seniority list shall be posted every six (6) months in all departments.

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

9.14 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 for a period of twenty-six (26) consecutive weeks or more.

ARTICLE 10

SUBCONTRACTING

The employer may continue to use temporary employees in the manner it has prior to this Agreement. This includes (1) coverage for events such as banquets; (2) when employees call out or are on leave, (3) business demands and (4) emergencies. A temporary employee shall not perform bargaining unit work for more than 480 hours or when the employee may be hired without charge from the temporary employee service provider, whichever is longer. The employer shall not hire temporary employees for the purpose of avoiding hiring regular employees.

ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE

11.1 Employee Concerns. Employees are encouraged to raise concerns or issues with their supervisor or the human resources director, who shall respond to the issue raised by the employee promptly, but no later than seven (7) calendar days after being raised.

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

Step 1 - The employee may take up the matter with their supervisor on an informal basis in order to settle the matter promptly. An aggrieved employee may have the Union Steward assist them with Step 1 if they so desire.

Step 2 - If the grievance is not satisfactorily settled in Step 1, the aggrieved employee or the Union shall, within fourteen (14) calendar days from the date on which the incident which gave rise to the grievance occurred, file a written grievance with the Personnel Director; provided however, the fourteen (14) calendar day requirement and the written grievance requirement may be waived by mutual written agreement. Failure to file such written grievance within fourteen (14) calendar days shall result in such grievance being presumed to be without merit and it shall be barred from further consideration.

The written grievance shall set forth the facts giving rise to the grievance, including the date and persons involved, and designate the provisions of the Agreement which allegedly have been violated.

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

11.3 Employer/Union Grievances. Any grievance the Employer or Union may have raised within the time limits set forth in Step 2, shall be reduced to writing and submitted to the other party's designated representative who will arrange a meeting according to the provisions set out in Step 3, section 11.2 above.

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

11.5 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 (FMCS) 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 their strikes shall become the Arbitrator. 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.

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

11.7 Arbitrator Limitations. The Arbitrator shall not have the power to add to, ignore, or modify any of the terms, conditions, or sections of this Agreement. Their decision shall not go beyond what is necessary for the interpretation and application of this Agreement in the case of the specific grievance at issue. The Arbitrator shall not substitute their judgment for that of the Parties in the exercise of rights granted or retained by this Agreement.

11.8 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. Any backpay award shall be reduced by unemployment compensation and workers compensation, insofar as the State does not recover the payments to the employee or disability payments and/or outside earnings. Any award of the Arbitrator shall not in any case be made retroactive to a date prior to the date on which the subject of the grievance occurred, and in no event more than thirty (30) calendar days prior to the filing of the grievance. The Arbitrator's written decision shall be issued within sixty (60) days of the hearing, unless otherwise mutually agreed in writing.

11.9 Contract Remedy. When an employee has any complaint, grievance, or difference regarding the application of the terms and conditions of this Agreement it is agreed that the grievant will use the grievance/arbitration procedure, sections 11.2 and 11.4 - 11.7 set forth above before attempting to take the matter elsewhere.

ARTICLE 12
DISCIPLINE AND DISCHARGE

12.1 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

Provided, however, the progressive discipline set forth above need not be followed in the cases of:

- dishonesty;
- drunkenness, being under the influence of, or use of alcohol, illegal controlled substances or improper use of prescription drugs (including sale or possession of drugs);
- falsification of employment records, time records, guest checks or credit card vouchers;
- abusive, profane or obscene language or behavior to a guest or fellow worker;
- unlawful behavior on Hotel property;
- deliberate refusal to perform assigned work or follow a supervisor's order;
- carelessness resulting in serious accident to self, fellow workers, guest or serious damage to hotel or guest property;
- immoral acts which tend to bring the Hotel into disrepute;
- gross discourtesy to guests or customers;
- Sleeping on the job; or
- Other serious misconduct.

12.2 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.

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

12.4 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 for more than five (5) calendar days.

12.5 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.

12.6 Interpreters. 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.

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

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

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

12.10 Personnel Files. The Employer shall at reasonable times and at reasonable intervals, upon the request of an employee, permit that employee to inspect such employee's personnel files on their own time.

ARTICLE 13 LEAVES OF ABSENCE

13.1 Leaves for Personal Reasons. Any employee desiring a leave of absence from the job because of extraordinary personal or family circumstances must first secure written permission from the Employer. 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, vacation, or other benefits shall not accrue during the leave unless the leave is for thirty (30) days or less.

13.2 Leaves for Injury and Sickness. Medical and Family Leave - Employees who have completed their probationary period shall be granted unpaid personal medical leave for up to one (1) year when they are unable to perform the functions of their position due to personal illness or injury. Provided, however, that employees who have completed their probationary period but have not yet worked at least 1,040 hours shall be granted unpaid personal medical leave up to a maximum of ninety (90) days. If medically necessary, medical leave may be taken on an intermittent or reduced schedule basis, consistent with the Family and Medical Leave Act.

Medical certification shall not be required for illness or injuries requiring medical leaves of up to three (3) days duration. For longer leaves, the Employer may require medical certification to support a claim for medical leave for an employee's own serious health condition or for Family and Medical Leave Act leave taken to care for a family member with a serious health condition. For medical leaves in excess of thirty (30) days, employees shall be required to submit periodic medical certifications for each successive thirty (30) day periods.

Employees ready to return to work from a personal medical leave in excess of three (3) days shall furnish the Employer with medical certification that they are fit

to return to the duties of their job. The Employer will have up to seven (7) days after notification in which to reinstate the employee.

13.3 Military Leave. A regular employee who enters the Armed Forces of the United States shall have the right to reinstatement to their former position as may be required by law.

13.4 Maternity Leave. A pregnant employee shall be granted a leave without pay on the same basis as the leaves set forth in 13.2 above. While the employee continues to work, the Employer may require a written statement from their physician as to how long they may work without endangering their health or that of the unborn child and their continuing ability to perform fully all the duties of their job.

13.5 Child Care Leave. An employee shall be granted an unpaid childcare leave of absence of up to six (6) months in connection with the birth or adoption of their child. The employee shall notify the Employer of such intent three (3) months prior to the leave. Seniority shall accrue during such leave.

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

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

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

- a) Available for Work and Notice. Employee must be available to 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 make themselves 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.

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

13.9 **Union Business.**

- a) The Employer agrees to grant the necessary time off without pay to any employee delegated to attend a labor convention up to a maximum of seven (7) days for two (2) employees at any one time and two (2) employees annually.
- b) In the event that an employee is elected to a position of full-time service with the Union, the employee shall continue to accrue their seniority during the period of leave. Upon completion of service in the Union, the employee shall be returned to their former job as provided in the Return from Leave section, provided the employee notifies the Employer of such return within ninety (90) calendar days after completion of Union service.

13.10 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 Minneapolis Hotel Employers-Employees Trust Fund ("Fund") to pay for the employee's group 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 other than personal leaves. Employees shall retain pre-leave seniority but shall not accrue seniority during personal leaves in excess of thirty (30) days. Failure to return to work after an authorized leave of absence shall result in complete loss of seniority rights.

Vacation will not accrue during such leaves except in cases of work-related injury or illness compensable under worker's compensation. In such cases vacation shall accrue to a maximum of three months, provided, the employee is absent more than thirty (30) days. Seniority will continue to accrue during such leaves and previously accrued seniority shall be retained.

The Employer may attempt to recover the cost of medical premiums aid during a covered leave of absence should the employee fail to return to work as provided for under the Family and Medical Leave Act.

13.11 Coordination with Applicable Laws. The parties to this Agreement agree that the provisions of this entire Article 13 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 14
IMMIGRATION

14.1 Workplace Immigration Enforcement.

- a) No Employee shall suffer a loss of seniority, compensation or benefits solely due to a change in immigration status or social security who can present documented proof of their legitimate employment status.
- b) The Employer agrees to work with government agencies and the Union when such situations arise.
- c) The Employer shall notify the Union as soon as practical if the Employer receives a no-match letter from the Social Security Administration, or if it is contacted by the Department of Homeland Security (DHS) (formerly the INS) related to the immigration status of an employee covered by this Agreement. The Union agrees that it shall keep confidential any information it obtains pursuant to this provision and that it will use any such information solely to represent and/or assist the affected employee(s) in regard to the DHS matter.
- d) To the extent legally possible, the Employer shall offer a private setting for questioning for employees by DHS.

14.2 Reverification of Status.

- a) The Employer shall not require that an employee provide proof of immigration or work authorization status except as required or permitted by applicable laws.
- b) The Employer shall not take permanent adverse employment action against an employee based solely on the results of a computer verification of immigration or work authorization status unless required by applicable laws.

14.3 Social Security Discrepancies.

1. In the event that the Employer receives notice from the Social Security Administration (“SSA”) that one or more of the employee names and Social Security numbers (“SSN”) that the employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with the SSA’s records, the employer agrees to provide a copy of the notice to the employee and the Union upon receipt.
2. The Employer agrees that it will not take any permanent adverse action against an employee solely as a result of the receipt of a no-match letter unless required by applicable laws.
3. The Employer agrees that it will not require an employee to produce proof of immigration or work authorization status or a copy of their social security card solely as a result of the receipt of a no-match letter unless required by applicable laws.

14.4 Seniority and Leave of Absences for Immigration Related Issues.

1. Upon request, and on no less than fourteen (14) days’ prior notice, an employee may be released for up to three (3) unpaid working days per year during the term of the Collective Bargaining Agreement in order to attend to DHS proceedings and any other related matters for the employee and the employee’s immediate family (parent, spouse, and/or dependent child). The Employer may require verification of such proceedings.
2. An employee who is subject to immigration or deportation proceedings shall not be discharged solely because of such pending proceedings provided that the employee remains authorized and available to work in the United States.
3. In the event that an employee has a problem with their right to work in the United States, after completing their introductory or probationary period, the Employer shall notify the Union in writing, and upon the Union’s request, agrees to meet with the Union to discuss the nature of the problem to see

if a resolution can be reached. Whenever possible, this meeting shall take place before any action by the Employer is taken.

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

ARTICLE 15 PANIC BUTTONS

15.1 Panic Buttons.

- a) Devices Within one (1) year of the date of this Agreement, the Employer shall provide a safety alarm that is in compliance with brand standards, to each employee assigned to work in a guest room without other employees present, at no cost to the employee. Each employee shall be required to always carry the device with them when working and to utilize such device when they believe there is an ongoing crime, harassment, or other emergency in the employee's presence. The devices shall be able to summon immediate on scene assistance to their location from another employee or security guard. The purpose of this section is to protect employee safety. The device may not be used to track or discipline for productivity-related issues. The employee in danger may cease work and leave the immediate area where the incident occurred to await the arrival of the employee or security personnel responsible for providing immediate assistance.

- b) In the event that the Employer 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 Employer shall complete an incident report

and shall investigate the accusation. At the conclusion of the investigation, the Employer shall take any appropriate remedial measures to protect its employees and guests. At the conclusion of the investigation, the Employer shall inform the complaining employee of the steps that were taken in response to the employee's accusation. Upon a reasonable request, the Employer shall reassign the employee to a different floor or work area away from the guest for the entire duration of the guest's stay.

- c) Upon receipt of an allegation of sexual assault or other criminal conduct by a guest against an employee, the Hotel shall promptly contact local law enforcement with jurisdiction, immediately notify the employee that law enforcement has been contacted, that they may be asked to provide a statement, and that they have a right to decline to do so, and provide the employee with sufficient paid time to provide a police statement, and shall fully cooperate with any investigation into the incident undertaken by the agency.
- d) If a guest is convicted of or pleads guilty to sexual or other criminal conduct against an employee, the Hotel shall inform the guest that they are prohibited from returning to the Hotel and shall maintain such prohibition for at least three (3) years from the date of the incident alleged in the statement.
- e) The Employer shall not discipline nor otherwise adversely affect any employee for making a good faith complaint against a guest.

ARTICLE 16 EQUIPMENT

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

16.2 Defective Equipment. Employees shall report on forms supplied by the Employer all defects of equipment. In the event such reported defect affects safety, the Employer shall investigate the condition to determine its safety and, if necessary, effect repairs to operate such equipment.

ARTICLE 17
TECHNOLOGICAL CHANGES AND AUTOMATION

The Employer shall give the Union as much advance notice as practical of any substantial technological change before it is implemented. If a technological change or automation substantially changes and employee's daily workload, the union may request to bargain over the effects of the change. If an agreement is not reached, the union may grieve and pursue arbitration according to Article 11 of the Agreement. The issue for the arbitrator to decide will be whether the change violated the terms of this Agreement.

ARTICLE 18
HOLIDAYS

18.1 Holidays Observed. The following shall be observed as paid holidays:

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

18.2 Holidays Not Worked. All regular full-time and regular part-time employees, hereafter referred to as 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 in that day of the week; to a maximum of eight (8) hours. Tipped adjustment rate shall be paid for all Holidays as defined in 20.7.

18.3 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 worked on the holiday. However, if the

holiday hours worked exceed the number of hours regularly scheduled the excess hours shall be paid at 1 ½ times the employee's contract rate of pay.

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

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

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

- a) The employee is on layoff consisting of a minimum of five (5) days (including the holiday), on a leave of absence, in military service or on suspension, except eligible full-time employees with over one (1) year of service who are laid off (refer to Article 18.10).
- b) The employee has been absent for a period of thirty (30) consecutive days prior to said holiday.
- c) The employee fails to work on said holiday if scheduled to do so, except in the case of a bona fide illness and just cause for such absence has been presented to the Employer.

18.7 Rescheduling. Employees shall not be re-scheduled, or have their regular scheduled days changed to defeat the purpose of holiday pay, unless the change is by mutual agreement between the Employer and the employee(s).

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

18.9 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.

18.10 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 13.8 Funeral Pay.
- c) Illness or accident which occurs during working hours on either of such days and prevents the employees from continuing work.
- d) Jury duty which requires the absence of the employee.
- e) Emergency conditions occurring on the workday immediately preceding the holiday or the workday immediately following the holiday over which the employee has no control and which, despite their exercise of diligent effort, prevent them from working all or part of such days.
- f) The Employer and the employee mutually agree in writing that the employee shall have the day off.

18.11 Layoff of Eligible Full-Time Employees. As an exception to 13.6 above, an eligible, full-time employee with one (1) year or more of continuous employment with the Employer who is laid off during a period of six (6) days immediately preceding a recognized holiday, or six (6) days immediately following a recognized holiday shall not suffer a loss in holiday pay to which they are otherwise entitled.

ARTICLE 19
PERSONAL DAYS

19.1 All regular employees who have completed their probationary period shall receive two (2) paid personal days to be used in that calendar year. Employees who have completed one (1) year of service shall receive one (1) additional personal day for a total of three (3). Personal Days shall be scheduled in the same manner as a vacation day. Employees may carry over one (1) unused personal day into their next anniversary year. A carried over personal day will be paid at the wage rate in effect when the day was earned. Personal days shall be paid at the tipped adjustment rate defined in 20.7.

ARTICLE 20
VACATIONS

20.1 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 20.6:

<u>Continuous Service</u>	<u>Vacation Period</u>
One year but less than five	Two weeks
Five years but less than fifteen	Three weeks
Fifteen years or more	Four weeks

- 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 before they leave for vacation.
- d) Employees may use vacation for absence due to illness after the first day of illness; however, if an employee is hospitalized, the employee may use vacation for the first day of absence.

20.2 Vacation Pay. Employees shall be entitled to vacation benefits at straight-time rates of pay on the same basis that their work is performed. Thus,

employees working either full-time or short shifts shall be paid vacation pay based on vacation hours accrued as follows to a maximum of forty (40) hours per week:

<u>Years of Continuous Service</u>	<u>Accrued Per Hour Paid</u>
Less than five (5) years	.03846 hours
Five (5) years, but less than fifteen (15)	.05769 hours
Fifteen (15) years or more	.07692 hours

20.3 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.

The Employer reserves the right to schedule vacations so that they will not interfere with business operations, but each employee should be entitled to take their vacation no later than six (6) months after they have qualified for it. Vacations are not cumulative and must be taken within the vacation period established by the Employer. However, upon signing of this Agreement, employees may carry over to their next anniversary year up to two (2) weeks of vacation. Any vacation carried over will be paid at the wage rate in effect at the time the vacation was earned.

The Employer shall respond in writing to each employee's written vacation request within Five (5) days of receipt of such request, provided that the employee uses an Employer-provided vacation request form, and the vacation is to be scheduled within the next sixty (60) days.

20.4 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.

20.5 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 20.2 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.

20.6 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 (½) day for each additional month of such employment up to the maximum vacation allowance provided for in the foregoing.

20.7 Tipped Employee Vacation Adjustment. In addition to their regular hourly rates, tipped employees working in the classifications of door attendants, bell persons, bell captain, cocktail server, ala carte server, regular banquet server, banquet captain, room service server and room service captain shall be compensated at the rate of \$3.00 per hour for all vacation hours. Effective 7-1-2023 Bartenders shall also be compensated at this rate.

20.8 Sick and Safe Time. In addition to vacation as provided in Article 20, all employees shall accrue and may use Sick and Safe Time as provided by Saint Paul Sick and Safe Time Ordinance. If the ordinance is revised, the Union and the Employer agree to meet and discuss its effects on the bargaining unit.

ARTICLE 21 BANQUET DEPARTMENT

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

21.2 Banquet Lists. The Employer will maintain three (3) banquet employee lists for purposes of scheduling at the Hotels.

a) First List.

The First List will contain the names of all regular full-time banquet employees. These employees must be available to work any shift at the Hotels, seven (7) days per week. The seniority list for regular full-time banquet employees shall be posted

every three (3) months and upon request, an updated copy of the list will be provided to the Union.

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

b) Second List.

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

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

c) On-Call List.

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

d) Seniority Standing.

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

21.3 Special Conditions/Scheduling. Employees will be scheduled by shifts. A shift is defined as a work period of no less than three (3) hours and no more than eight (8) hours. A shift may include working one, or any combination of, the following events:

- Breakfasts
- Coffee Breaks
- Lunches
- Dinners
- Receptions
- Special Events

All banquet shifts at both Hotels will appear on one weekly master schedule. Management will attempt to honor scheduling location preference by seniority to the extent permitted by business demands. However, it is understood that employees may be required to work at all locations. To the extent possible, the Employer will distribute hours on an equitable basis among the employees on the First List. First List employees will be scheduled up to forty (40) hours per week when possible, before Second List or On-Call employees are scheduled. First List employees cut from their scheduled shift shall be entitled to bump an On-Call employee in order to replace the shift lost. Employee requests for days off must be received in writing, by noon, three (3) days prior to posting of the weekly schedule and will be duly considered. A regular server may refuse to work a shift if they are notified twenty-four (24) hours or less before the scheduled shift. Employees shall be scheduled off at least eight (8) hours between an evening and morning shift unless mutually agreed upon by the employee and management.

- a) New Year's Eve Scheduling. Scheduling for New Year's Eve would be done on a voluntary basis first. If not, enough volunteers were available, required scheduling would be from the bottom of the seniority list.
- b) Coat Room Scheduling. Banquet staffing of coat check is a temporary situation and will be done on a voluntary basis whenever possible. If a banquet server volunteers for coat

check, they would be able to move to a banquet function if one becomes available.

21.4 Banquet Employee Compensation.

a) Banquet servers and Bartenders (hosted non-cash bars only) shall receive the following percentages of the banquet service charge:

House Service Charge	Server Share	Set-Up/Runner Share	House Share
<u>up to 22%</u>	<u>15.435%</u>	<u>1.565%</u>	<u>remainder</u>
<u>above 22%</u>	<u>15.435%</u>	<u>1.565%</u>	<u>100% increase above 22%</u>

The service charge will be pooled and divided on a weekly basis.

b) Service Charges on Guaranteed Meals. Service charges shall be paid on the guaranteed number of meals paid for by the customer.

c) Service Charge on Complimentary Functions. Servers who work a promotional, complimentary, discounted, sales promo or house function for which the Hotel does not charge the guest will be paid a service charge percentage consistent with the above schedule. The service charge will be calculated on the retail value of the function.

d) Corkage. The service charge for wine or corkage fee share of \$3.00 shall be shared equally between the bartender(s) and server(s), e.g., if seven (7) servers and one bartender are serving the function each shall receive 1/8th of the service charge/corkage fee share.

e) New Year's Eve Cocktail Service. Six percent (6%) of the total cash New Year's Eve cocktail sales shall be divided equally among all serving personnel.

f) Cash Sales Procedure. Servers will receive the banquet service charge when doing cash food sales. Servers will be issued a starting bank which they will count. When servers turn in cash during the course of the event, they will be given an IOU by the manager taking the cash for amount turned over. Servers will count out their total cash at the end of the function before turning it over.

g) Cake Plate Charge. If guests bring in their own dessert and the hotel charges a plating charge, the servers shall receive \$.50 per plate.

h) Offsite Catering. All offsite catering functions shall have a \$50.00 delivery fee, which shall be put in the server's pool.

i) Captains Rate. Servers shall be paid the Captain Rate of Pay when assigned as a Lead/Captain.

21.5 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 Articles or sections of this Agreement.

Jury Duty	Vacations
Funeral Pay	Health & Welfare
Holidays	Pension

21.6 Holiday Pay - Banquet Employees. Regular banquet wait persons 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.

21.7 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 multiplying by the number of weeks of earned vacation benefits. Banquet captains and servers shall receive the tipped employee vacation pay adjustment.

21.8 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 employees along with the actual amount or method of distribution submitted to the employee. The employee or the Union representative shall be permitted to inspect the banquet employee compensation records during usual office business hours.

ARTICLE 22
HOUSEKEEPING DEPARTMENT

22.1 Room Cleaning. Housekeeping employees shall not be required to clean more than fifteen (15) rooms with a max of fourteen (14) checkouts in an eight (8) hour shift and a max of thirteen (13) checkouts on Saturday, Sunday, and Monday. Room Attendants assigned six (6) doubles where both beds are made up shall drop one (1) room. Two (2) room Suites shall count as follows 2 rooms:

Room Attendants assigned rooms on three (3) floors during a shift shall have their total number of assigned rooms reduced by one (1). Nothing in this agreement shall prohibit the Employer from offering incentive programs on a voluntary basis which may affect or modify this Article 22.

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

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

22.4 Guest Incentives. If an ongoing incentive program may substantially affect an employee's workload, the employer will inform the union prior to the implementation of the program.

22.5 Renovations. In the event the Hotel renovates rooms or adds appliances which would substantially affect the daily workload of room attendants, the Employer agrees to notify the union at least thirty (30) days in advance. If requested by either party, the union and the employer shall meet and bargain over the impact of such changes.

22.6 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 who cleaned that room. Room Attendants shall have the opportunity to be the first Employee to enter the guest rooms after guest checkout.

22.7 Scheduling of Houseman. One (1) House Person will normally be scheduled for per 100 rooms to assist in stripping rooms and assisting housekeepers.

22.8 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.

22.9 Extra Room Bonus. Room cleaners will be paid \$8.50 for each room cleaned over their daily room assignment as described above within each eight (8) hour shift. If more than one (1) room attendant cleans an "over" room, the payment will be split evenly. Room Attendants shall not be required to pick up bonus rooms.

22.10 Extra Bed/Cot Premium. \$3.00 will be paid for each cot made up in an occupied room.

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

22.12 Pet Pay. Any Room Attendant required to clean a room where a pet has stayed in the room shall be paid an additional twenty (\$20.00) dollars for such duty.

22.13 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 assignments due to the Employer not providing sufficient supplies, including linen, to complete their duties.

ARTICLE 23 BELL STAND

23.1 Tour Group Luggage. The Hotel will pay up to \$2.00 per person for luggage brought in and up to \$2.00 per person for luggage brought out when negotiated and collected from the customer. The Hotel will pay up to \$3.00 for any new contract negotiated with the customer.

23.2 Packages/Amenities. The Hotel will pay \$3.00 for the delivery of all amenities and packages delivered to guest rooms.

ARTICLE 24
CULINARY

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

ARTICLE 25
LANGUAGE SPECIALIST

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

ARTICLE 26
MISCELLANEOUS

26.1 ESL. The Parties agree to establish a joint Labor-Management Committee, to examine the feasibility and financing of English as a Second Language Program.

26.2 Languages other than English. 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.

26.3 Credit Checks. The Employer shall not perform credit checks on non-probationary employees applying for a transfer or promotion to another bargaining unit position unless the position involves any type of credit or cash handling/banking.

26.4 Drug and Alcohol Testing. The Employer and the Union have agreed upon a drug and alcohol testing policy that is applicable to employees subject to this Agreement.

ARTICLE 27
SAFETY

27.1 Safety Committee. The parties shall create a safety committee consisting of at least two (2) management representatives and two (2) bargaining

unit employees. The 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.

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

ARTICLE 28 STATE AND FEDERAL LAW

28.1 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.

28.2 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.

28.3 Reasonable Accommodations. If employee so requests, and consistent with both the employer's and employee's obligations under applicable law, the employer shall consider a reasonable accommodation to such employee's pregnancy, childbirth, or related conditions. 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.

28.4 The employer will provide a private location for an employee to express milk, as legally required.

ARTICLE 29 MEDICAL EXAMINATIONS

The Employer may require and pay for physical and medical examinations of employees for job related reasons and may lay off or release employees unable to satisfactorily pass such examinations. The Union may require the Employer to furnish a physician's certificate with respect to employees terminated for medical reasons. Furthermore, the Union may pay for and proceed with an independent medical examination of such employees.

ARTICLE 30 HEALTH AND WELFARE

30.1 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) 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. 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 based on the April 2020 hours. Effective May 1, 2021 the Employer agrees to contribute to the Fund three dollars and sixty-two cents (\$3.62) for each hour paid to all employees based on the April 2021 hours. Effective May 1, 2022 the Employer agrees to contribute to the Fund three dollars and eighty-two cents (\$3.82) for each hour paid to all employees based on the April 2022 hours. Effective May 1, 2023 the Employer agrees to contribute to the Fund four dollars and two cents (\$4.02) for each hour paid to all employees based on the April 2023 hours.

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

c) Employer Obligation. The Employer's obligation to contribute to the Health and Welfare Trust Fund is limited to the amount of contribution specified in Article 31.1(a).

30.2 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. The Employer agrees to execute a participation agreement effective with the effective date of this Agreement.

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

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

30.5 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.

30.6 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.

30.7 National Health Program. Should the Employer be required by Federal law to provide coverage equal to or better than those benefits provided by

the Fund, the Parties hereto agree that the Employer shall be permitted to cease its contribution to the Fund.

ARTICLE 31 PENSION

31.1 Generally. The Employer agrees to continue to contribute and to support an IRS qualified pension trust, namely, St. Paul On Sale and Bar and Restaurant Employers'-Employees' Pension Fund, hereinafter the "Pension Fund". Effective April 1, 2020, the Employer's contribution to the Pension Fund will be increased, pursuant to the Pension Fund's Rehabilitation Plan, to forty-five cents (.45¢) per hour for each hour worked by employees under jurisdiction of this Agreement. During the term hereof, the Employer may re-open this Article 31 upon giving written notice to the Union to bargain over modifications or alternatives to this Article 31.

31.2 Bound to Trust Agreement. The Employer hereby acknowledges that, in carrying out the terms and provisions of this Agreement, the Employer shall be bound by all the terms and provisions of the Agreement and declaration of Trust covering the St. Paul On-Sale Bar and Restaurant Employers'-Employees' Pension 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.

31.3 Delinquent Payments. The failure, refusal, or neglect of the Employer to report and pay the Pension Fund the contributions required herein on or before the 10th of the month following the month in which the employee worked, shall subject the Employer to liability for the principal and in addition, liquidated damages of twelve percent (12%) of the delinquency, eight percent (8%) interest on the delinquency and reasonable attorney fees and costs incurred in the collection of the delinquency. 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.

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

Arbitration Procedure set forth in Article 11 prior to initiating an action for legal and/or equitable relief.

31.5 Waiver. The Union, as bargaining agent for each of the affected employees of the Employer and the employees covered hereunder, in consideration of this Pension Plan, do waive the right to participate in any of the Employer's pension, profit sharing, thrift sharing, or any other qualified deferred compensation or retirement plans of the Employer, except as provided in Article 31.

ARTICLE 32 SUCCESSORS AND ASSIGNS

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

ARTICLE 33 SAVINGS CLAUSE

If any sections of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction; or if compliance with or enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, the remaining provisions of this Agreement shall not be affected thereby but shall continue in full force and effect. Provided, furthermore, the Union and the Employer agree to meet and confer within two (2) weeks of any ruling invalidating any Article, section, or portion of this Agreement to negotiate a lawful provision on the same subject if practicable.

ARTICLE 34 TERM OF AGREEMENT

This Agreement shall be in effect for a period of five (5) years commencing on the first (1st) day of December 2020 and shall continue to and including the twenty eighth (28th) day of February 2025, and be automatically renewed thereafter, unless at least sixty (60) days prior to the termination, date either Party serves

written' notice upon the other by certified mail of a desire to terminate, change or modify this Agreement.

IN WITNESS WHEREOF, the Employer and the Union hereby execute, sign and attest to this Agreement this 13th day of January, 2021.

Greenwood Hospitality

Kelly Chisocourt

UNITE HERE LOCAL 17, AFL-CIO

Christa Mello 1/13/21
Christa Mello, President

[Signature]
Uriel Perez, Vice President

APPENDIX A

Classification	12/1/2019	07/1/2020	07/1/2021	07/1/2022	07/1/2023	07/1/2024
<u>BANQUET DEPARTMENT</u>						
<u>Banquet Captain</u>	State	Minimum	Plus	\$3.00		
<u>Banquet Server</u>	State	Minimum				
<u>Lead Convention Services</u>						
Start	\$14.49	\$14.49	\$14.49	\$14.49	\$15.50	\$15.50
12 Months	\$16.34	\$16.34	\$16.34	\$16.34	\$16.34	\$16.34
24 Months	\$17.40	\$17.40	\$17.40	\$17.40	\$17.40	\$17.40
36 Months	\$18.55	\$18.55	\$18.55	\$18.55	\$18.55	\$18.55
48 Months	\$19.58	\$20.27	\$20.98	\$21.71	\$22.53	\$23.37
<u>Convention Services/Runner</u>						
Start	\$13.21	\$13.21	\$13.21	\$13.75	\$15.25	\$15.25
12 Months	\$14.41	\$14.41	\$14.41	\$14.41	\$15.40	\$15.40
24 Months	\$14.99	\$14.99	\$14.99	\$14.99	\$15.60	\$15.60
36 Months	\$15.86	\$15.86	\$15.86	\$15.86	\$15.86	\$15.86
48 Months	\$16.51	\$17.09	\$17.68	\$18.30	\$18.99	\$19.70
<u>BELLSTAND</u>						
<u>Bell person/ Doorperson</u>	\$10.50	\$12.00	\$13.00	\$14.00	\$15.50	\$15.50
<u>Van Driver</u>	\$11.50	\$12.00	\$13.00	\$14.00	\$15.50	\$15.50
<u>BARS & RESTAURANT</u>						
<u>Bartender/Banquet Bartender</u>						

Start	\$12.00	\$12.00	\$12.50	\$13.50	\$15.00	\$15.00
12 Months	\$12.40	\$12.40	\$12.75	\$13.75	\$15.25	\$15.25
24 Months	\$13.25	\$13.25	\$13.50	\$14.00	\$15.25	\$15.25
36 Months	\$14.25	\$14.25	\$14.25	\$14.50	\$15.25	\$15.25
48 Months	\$14.50	\$14.50	\$14.75	\$15.00	\$15.75	\$15.75
<u>Service Bartender</u>						
Start	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
12 Months	\$15.79	\$15.79	\$15.79	\$15.79	\$15.79	\$15.79
24 Months	\$15.98	\$15.98	\$15.98	\$15.98	\$15.98	\$15.98
36 Months	\$16.58	\$16.58	\$16.58	\$16.58	\$16.58	\$16.58
48 Months	\$17.47	\$17.47	\$17.47	\$17.47	\$17.47	\$17.47
<u>Rival House Bartender</u>						
	\$10.00	\$11.50	\$12.50	\$13.50	\$15.00	\$15.00
<u>Server/Cocktail Server</u>						
	\$10.00	\$11.50	\$12.50	\$13.50	\$15.00	\$15.00
<u>Server Assistant</u>						
Start	\$12.32	\$12.51	\$13.51	\$13.71	\$15.71	\$15.95
12 Months	\$13.42	\$13.62	\$14.62	\$14.84	\$16.21	\$16.45
24 Months	\$14.09	\$14.83	\$15.00	\$16.00	\$16.51	\$16.75
36 Months	\$14.81	\$15.54	\$15.54	\$16.25	\$16.81	\$17.05
48 Months	\$15.72	\$16.27	\$16.84	\$17.43	\$18.08	\$18.76
<u>Buspersion</u>						
Start	\$11.93	\$12.00	\$13.00	\$14.00	\$15.50	\$15.50
12 Months	\$13.01	\$13.01	\$13.01	\$14.84	\$16.21	\$16.45
24 Months	\$13.66	\$13.66	\$13.66	\$16.00	\$16.51	\$16.75
36 Months	\$14.35	\$14.35	\$14.35	\$16.25	\$16.81	\$17.05
48 Months	\$14.91	\$15.44	\$15.98	\$16.54	\$17.16	\$17.80

<u>Host/Hostess</u>						
Start	\$14.00	\$14.00	\$14.00	\$14.00	\$15.21	\$15.43
12 Months	\$15.15	\$15.15	\$15.15	\$15.15	\$15.38	\$15.61
24 Months	\$15.86	\$15.86	\$15.86	\$15.86	\$16.10	\$16.34
36 Months	\$16.67	\$16.67	\$16.67	\$16.67	\$16.92	\$17.17
48 Months	\$17.67	\$18.29	\$18.93	\$19.59	\$20.32	\$21.08
<u>CULINARY/ KITCHEN</u>	12/1/2019	07/1/2020	07/1/2021	07/1/2022	07/1/2023	07/1/2024
<u>Cook (Broiler, Roast, Head-Fry, Banquet)</u>						
Start	\$16.92	\$17.17	\$17.43	\$17.69	\$17.96	\$18.23
12 Months	\$18.42	\$18.70	\$18.98	\$19.26	\$19.55	\$19.85
24 Months	\$19.19	\$19.48	\$19.77	\$20.07	\$20.37	\$20.68
36 Months	\$20.29	\$20.59	\$20.90	\$21.22	\$21.53	\$21.86
48 Months	\$21.52	\$22.27	\$23.05	\$23.86	\$24.75	\$25.68
<u>Key Cook</u>						
Start	\$17.24	\$17.50	\$17.77	\$18.03	\$18.30	\$18.58
12 Months	\$18.71	\$18.99	\$19.27	\$19.56	\$19.85	\$20.15
24 Months	\$19.61	\$19.90	\$20.20	\$20.51	\$20.81	\$21.13
36 Months	\$20.69	\$21.00	\$21.31	\$21.63	\$21.96	\$22.28
48 Months	\$21.95	\$22.72	\$23.52	\$24.34	\$25.25	\$26.20
<u>Skilled Cook</u>						
Start	\$17.63	\$17.90	\$18.16	\$18.44	\$18.71	\$18.99
12 Months	\$19.17	\$19.46	\$19.75	\$20.05	\$20.35	\$20.66
24 Months	\$20.13	\$20.43	\$20.74	\$21.05	\$21.36	\$21.68
36 Months	\$21.13	\$21.45	\$21.77	\$22.10	\$22.43	\$22.77
48 Months	\$22.42	\$23.20	\$24.01	\$24.86	\$25.79	\$26.75

<u>Baker</u>						
Start	\$16.84	\$17.09	\$17.35	\$17.61	\$17.87	\$18.14
12 Months	\$18.34	\$18.62	\$18.90	\$19.18	\$19.47	\$19.76
24 Months	\$19.23	\$19.52	\$19.82	\$20.11	\$20.41	\$20.72
36 Months	\$20.20	\$20.50	\$20.81	\$21.12	\$21.44	\$21.76
48 Months	\$21.45	\$22.20	\$22.97	\$23.78	\$24.67	\$25.59
<u>Assistant Cook</u>						
Start	\$14.15	\$14.36	\$14.58	\$14.80	\$15.02	\$15.24
12 Months	\$15.43	\$15.66	\$15.89	\$16.13	\$16.37	\$16.62
24 Months	\$16.17	\$16.41	\$16.66	\$16.91	\$17.16	\$17.42
36 Months	\$16.94	\$17.19	\$17.45	\$17.71	\$17.98	\$18.25
48 Months	\$17.97	\$18.60	\$19.25	\$19.92	\$20.67	\$21.44
<u>Plaza Java Attendant</u>						
Start	\$12.94	\$13.14	\$13.33	\$13.53	\$15.91	\$16.14
12 Months	\$13.18	\$13.38	\$13.58	\$13.79	\$16.10	\$16.34
24 Months	\$14.34	\$14.56	\$14.78	\$15.00	\$16.81	\$17.06
36 Months	\$14.94	\$15.16	\$15.39	\$15.62	\$17.59	\$17.86
48 Months	\$16.10	\$16.67	\$17.25	\$17.86	\$18.50	\$19.20
<u>Cafeteria Attendant</u>						
Start	\$12.62	\$12.81	\$13.00	\$14.19	\$15.91	\$16.14
12 Months	\$13.75	\$13.96	\$14.17	\$14.38	\$16.10	\$16.34
24 Months	\$14.42	\$14.64	\$14.86	\$15.08	\$16.81	\$17.06
36 Months	\$15.16	\$15.39	\$15.62	\$15.86	\$17.59	\$17.86
48 Months	\$16.08	\$16.65	\$17.23	\$17.83	\$18.50	\$19.20
<u>Food Runner</u>						
Start	\$12.30	\$12.49	\$12.67	\$14.00	\$15.50	\$15.50
12 Months	\$13.41	\$13.61	\$13.81	\$14.02	\$15.50	\$15.75
24 Months	\$14.09	\$14.30	\$14.51	\$14.73	\$15.50	\$15.85
36 Months	\$14.81	\$15.03	\$15.26	\$15.49	\$15.72	\$15.95
48 Months	\$16.05	\$16.57	\$17.10	\$17.66	\$18.32	\$19.01

<u>Steward/Utility</u>						
Start	\$13.15	\$13.35	\$13.55	\$14.76	\$15.98	\$16.22
12 Months	\$14.36	\$14.58	\$14.80	\$15.02	\$16.00	\$16.25
24 Months	\$15.09	\$15.32	\$15.55	\$15.78	\$16.02	\$16.26
36 Months	\$15.82	\$16.06	\$16.30	\$16.55	\$16.79	\$17.05
48 Months	\$16.80	\$17.39	\$17.99	\$18.62	\$19.32	\$20.05
<u>Room Service Server</u>						
	\$10.00	\$11.50	\$12.50	\$13.50	\$15.00	\$15.00
<u>Room Service Order Taker</u>						
Start	\$13.67	\$13.67	\$13.67	\$13.67	\$13.67	\$13.67
12 Months	\$14.93	\$14.93	\$14.93	\$14.93	\$14.93	\$14.93
24 Months	\$15.63	\$15.63	\$15.63	\$15.63	\$15.63	\$15.63
36 Months	\$16.42	\$16.42	\$16.42	\$16.42	\$16.42	\$16.42
48 Months	\$17.07	\$17.07	\$17.07	\$17.07	\$17.07	\$17.07
<u>Housekeeping Services</u>						
Start	\$13.15	\$13.35	\$13.55	\$14.76	\$15.98	\$16.22
12 Months	\$14.36	\$14.58	\$14.80	\$15.02	\$16.00	\$16.25
24 Months	\$15.09	\$15.32	\$15.55	\$15.78	\$16.02	\$16.26
36 Months	\$15.82	\$16.06	\$16.30	\$16.55	\$16.79	\$17.05
48 Months	\$16.80	\$17.39	\$17.99	\$18.62	\$19.32	\$20.05

- b) Overscale employees shall receive the same cents per hour or percentage increases.
- c) Employees start rate step will not be paid less than the most recent start rate.
- d) Employees shall receive one (1) increase every twelve (12) months, on their anniversary date, if they are not at the applicable 48-month contract rate, or on the annual date of increase if they are at the applicable 48-month rate.
- e) Shifts scheduled with the majority of hours between 11:00 p.m. and 5 a.m. shall receive a \$1.00/hr. shift differential.

f) Employees will receive .50¢ over their base rate of pay for all hours spent training new hires, with prior management approval.

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

h) Employees at accelerated rates will receive their increases as they move to their next progression step.

**APPENDIX B
SENIORITY CLASSIFICATIONS**

<u>BANQUET</u>	Banquet Captain Banquet Server Lead Convention Services Convention Services/Runner
<u>BELL STAND</u>	Bell Person Driver
<u>BARS</u>	Bartender Service Bartender Banquet Bartender Cocktail Server
<u>DINING ROOM</u>	Servers Busperson Cashier/Host/Hostess
<u>CULINARY</u>	Key Cook Skilled Cook Cook (Broiler, Roast, Head-Fry, Banquet) Assistant Cook Baker Plaza Java Attendant Cafeteria Attendant Food Runner
<u>UTILITY</u>	Steward /Utility
<u>ROOM SERVICE</u>	Room Service Server Order Taker
<u>HOUSEKEEPING</u>	Housekeeping Services (Room Attendant, Public Space, Laundry)

Banquet Department Addendum

The Union, the hotel and the banquet servers and bartenders have agreed to the following items:

- 1) Overtime will be paid to servers after 12 hours of work.
- 2) First list employees will be offered up to 12 hours per day, 40 hours per week prior to 2nd list or on call employees being offered available shifts.
- 3) First and second list servers will be allowed to waive the 12 hours overtime provision after all first and second list servers have been offered maximum straight time hours. Additional hours will be offered to first and second list employees prior to work being offered to on call employees on a straight time basis.
- 4) Servers will be paid time and one half on their straight time hourly rate for all hours worked over 40 hours in the standard workweek.
- 5) The service charge will be increased to 20% for all contracts negotiated. The service charge distribution shall be as specified in the Collective Bargaining Agreement.
- 6) The employer shall require the cake plating charge of .50 ¢ per plate to be included on all functions sold where guests bring in their own dessert and also dessert that is served as a part of the menu.
- 7) This addendum confirms the agreement between the parties regarding the rate of pay for servers who work ethnic wedding or similar events when food is catered from sources outside the hotel. The total compensation will be \$50.00 per hour for all hours worked on the event, including set up, tear down and waiting time. Servers shall be paid minimum wage (or captain rate as applicable) and the balance will be placed in the tip pool. This rate will not apply to those functions previously booked at a lower rate. Servers will be notified prior to the event of the negotiated rate and documentation will be provided to the captain or lead server on the even upon request. This rate will apply to all events where food is catered from outside the hotel. This rate does not exclude the servers from receiving the corkage fee, cake plating, or other negotiated charges.

During the term hereof, the Employer may re-open this Addendum upon giving written notice to the Union to bargain over modifications or alternatives to this Addendum.

