

COLLECTIVE BARGAINING AGREEMENT

Between

HOLIDAY INN EXPRESS AND SUITES

**225 South 11th Street
Minneapolis, MN 55403**

and

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

January 1, 2015 through December 31, 2019

THIS AGREEMENT, entered into this 1st day of January, 2015, between UNITE HERE Local 17, AFL-CIO hereinafter referred to as the Union, and the Holiday Inn Express and Suites located at 225 South 11th St., Minneapolis, MN 55403, 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
UNION RECOGNITION**

The Company recognizes the Union as the sole collective bargaining representative for all regular employees of the Company within the job classifications listed in this Agreement, excluding all office and clerical employees, front office, security guards, sales professionals, temporary employees, managerial and supervisory employees as defined under the National Labor Relations Act.

**ARTICLE 2
COMPLETE AGREEMENT**

- 2.1 Complete Agreement. The parties hereby acknowledge and affirm that during the negotiations which led to this Agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters not excluded by law from collective bargaining and that all decisions and covenants reached by them through the use of such rights and opportunities appear in this Agreement except those rules of conduct, safety or operations that the Company will adopt as necessary from time to time. Any duty to negotiate concerning any such subjects is hereby waived by the Company and the Union for the term of this Agreement. Additionally, it is agreed that no demands or claims based on matters not maintained in this Agreement will be made during the life this Agreement. However, nothing in this clause precludes the parties from making changes in this Agreement by mutual consent upon written request by one party and written acceptance by the other party.

The parties also specifically agree that all agreements, precedents and practices of any kind are effective and existing only to the extent the one expressly set forth in the terms of this Agreement or on written addendum to this Agreement signed by both parties. The parties specifically agree that the Company's current Employee Handbook is replaced by the collective bargaining agreement and that none of its provisions will be applicable to employees covered by this Agreement, except as specifically incorporated into this Agreement or as otherwise stated in this Agreement.

- 2.2 No Vested Interest Acquired by Employees. Employees shall acquire no vested interest in the rights or benefits granted herein. All rights or benefits which employees acquire

under the terms of this Agreement shall extend only for the duration of this Agreement and shall then terminate, unless expressly renewed or extended for an additional term by written agreement or by application of the automatic renewal clause of this Agreement.

- 2.3 Union and Management Cooperation. The Union and the Employer agree to work together to enhance the Employer's business and to improve conditions under which employees work. The Union agrees to cooperate with the Employer in maintaining and improving safe and sanitary conditions and practices; and in maintaining, safeguarding and conserving the equipment, supplies, materials, vehicles, machinery, buildings and other property used by employees in connection with their work assignments.
- 2.4 Most Favored Nations. The Union agrees that if after the date of ratification of this Agreement, it enters into a renewal agreement with any other hotel employer in the City of Minneapolis and surrounding area, who operates the same type of establishment as an Employer-Party to this Agreement, and if the Employer-Party to this Agreement believes that said renewal agreement is more favorable in its provisions than the provisions of this Agreement, then the Employer-Party to this Agreement shall be entitled to have the full provisions of said renewal agreement in its entirety upon providing written notice to the Union that said Employer-Party to this Agreement wishes to exercise this option. The Union agrees to notify the Employer's representative of any negotiated renewal agreements and furnish copies thereof upon request.

ARTICLE 3 UNION RIGHTS

- 3.1 No Individual Agreements. The Employer agrees not to enter into any agreements or contracts with its employees, individually or collectively, which conflict with the terms and provisions of this Agreement, except as expressly agreed to in the form of a written addendum.
- 3.2 Union Shop. It shall be a condition of employment for all employees covered by this Agreement that all employees who are members of the Union on the effective date of this Agreement shall remain members of the Union or pay fees in lieu thereof. Furthermore, any of these employees who are not members of the Union on the effective date of this Agreement shall, on or after the thirty-first (31st) day of the effective date of this Agreement, become and remain members of the Union or pay fees in lieu thereof. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirty-first (31st) day of their employment, become and remain members of the Union or pay fees in lieu thereof.
- 3.3 Checkoff – The Employer shall checkoff monthly Union dues and initiation fees and/or other required fees in a manner according to procedures agreed upon between the representatives of both Parties, upon receipt of the written authorization form to deduct union dues or fees signed by the employee. Deductions for checkoff shall be submitted to the Union by the tenth (10th) of each month, but in no event, later than the fifteenth (15th) of the month. New applications will be sent to the Union with the monthly billings.

- 3.4 Tip Checkoff – 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, NY, NY 10001.**
- 3.5 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.
- 3.6 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 (the size of a quarter).
- 3.7 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 she/he is employed, as may from time to time be delegated to her/him 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.
- 3.8 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 call ahead and shall notify the designated management representative of their intended presence upon the premises and shall not interrupt employees while working.
- 3.9 Voter Registration. The Employer and the Union will provide employees with the opportunity to register to vote in an area designated by the Employer.

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 as described below, and except as expressly restricted by the provision of this Agreement, are not subject to negotiation or to the grievance and arbitration procedure. 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, to determine performance and quality standards, to establish and modify rules, including safety, disciplinary and work rules and policies, to subcontract work not previously routinely done by unit members 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.

ARTICLE 5

NO STRIKE - NO LOCKOUT

- 5.1 No Strikes or Lockouts. The Union agrees that there shall not be any strike, sympathy strike, stoppage of work, slow downs, boycotts, refusal to handle merchandise, picketing of the Employer's establishment covered by this Agreement or other interruption of work or interference with the Employer's Hotel during the term of this Agreement or any extension; and the Employer agrees that there shall be no lockouts during the term of this Agreement or any extension. Participation by any employee in any such practices prohibited by this Section shall be considered just and reasonable cause for discharge or other disciplinary action by the Employer.
- 5.2 Unauthorized Action. In the event any violation of the previous paragraph occurs which is unauthorized by the Union, the Employer agrees that there shall be no liability on the part of the International or Local Union or any of their officers or agents, provided that in the event of such unauthorized action the Union first meets the following conditions:
- a) The Union shall declare publicly that such action is unauthorized by the Union if requested to do so by the Employer.
 - b) The Union shall promptly order its members to return to work, notwithstanding the existence of a picket line, if requested to do so by the Employer.
 - c) The Union shall not question the unqualified right of the Employer to discipline or discharge employees engaging in, participating in, or encouraging such action. It is understood that such action on the part of the Employer shall be final and binding upon the Union and its members, and shall in no case be construed as a violation by the Employer of any provision of this Agreement. However, an issue of fact as to whether or not any particular employee has engaged in, participated in, or encouraged any such violation may be subject to arbitration but not the discipline itself.

- 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 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.
- 6.2 Above Scale Rates. 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.
- 6.3 New Classifications and Combinations. When the Employer establishes a new job classification or a combination of two or more job classifications within the scope of this Agreement, the Union shall be notified and the rate of pay for the new job classification or combination of job classifications shall be subject to negotiation with the Union.
- 6.4 Full-Time Payroll Employees. Regular full-time payroll employees are employees who have completed their probationary period and work a minimum of thirty (30) hours a week.

ARTICLE 7 MEALS, UNIFORMS AND EMPLOYEE AREAS

- 7.1 Meals.
- a) The employer shall continue to make food available to employees from the breakfast bar.
 - b) Meal periods shall be an uninterrupted one-half (1/2) hour for which the employee is not to be compensated. If employees are required to work any portion of the meal period, they shall receive the regular hourly rate for the entire meal period.
- 7.2 Uniforms. The Employer shall provide uniforms and the laundering and upkeep for all employees who are required to wear uniforms in accordance with the employer's established policies.
- 7.3 Regular Rate of Pay. It is specifically agreed by the Union and Employer that any meals, uniforms, rooms and/or laundering and maintenance of uniforms furnished by the Employer to an employee shall not be considered as part of the employee's regular rate of pay for overtime and wage computation purposes within the meaning of Wage and Hour Law, and that an employee's regular rate of pay is that rate reflected on the Schedule of Wages in Appendix A.

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

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.
- 8.2 Standard Workweek. The standard workweek shall consist of forty (40) hours of work, on five (5) days which days shall normally be consecutive. Employer's standard workweek for overtime pay computation purposes shall be one hundred and sixty-eight (168) consecutive hours beginning at 12:01 A.M. through 12:00 midnight. The Employer agrees to notify the Union of any change in the standard workweek.
- 8.3 Standard Workday. The standard workday shall be eight (8) working hours within eight and one-half (8 1/2) on the Employer's premises. Split shifts can be utilized as necessary.
- 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.
- 8.5 Overtime Pay. All employees shall receive time and one-half (1-1/2) overtime pay for all hours worked in excess of forty (40) hours per standard workweek or after eight (8) hours in a 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 on Thursday for the following week. Such schedules may be changed in cases of emergencies or business necessities.
- 8.11 Replacements. Management shall be responsible for scheduling replacements. If an employee proposes a replacement such substitute must be approved in advance.
- 8.12 Report-in-Pay.
- a) An employee called in and reporting for work as scheduled without prior notice received by the employee not to so report shall receive a minimum of four (4) hours work or four (4) hours pay for that day at the employee's regular hourly rate; provided, the employee is available for work for the full period of time required.

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

8.13 Meetings. Employees shall be paid only for time actually spent in meetings or training sessions.

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 down for remodeling or permanently close any part of the Hotel the Employer will give affected employees a minimum of two (2) weeks' notice unless the cause of the discontinuance of the business is beyond the control or knowledge of the Employer. If the Employer fails to give affected employees the two (2) weeks' notice, and no suitable alternative employment is provided, these employees shall receive one (1) week's pay. 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 Rest Breaks. The Employer shall continue to provide paid breaks of fifteen (15) minutes for each four (4) hours of work. However, an employee who does not take a break may leave before the end of his/her shift for that reason with previous management authorization or apply it toward their half hour unpaid meal period.

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. Such seniority shall be established by being regularly scheduled in a classification. Employees who work on an intermittent basis in another classification shall not build seniority in that classification.

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

9.3 Probationary Period - New Employees. Any new employee shall be employed on a ninety (90) day trial or probationary basis, during which time she/he may be discharged

without recourse. After the trial period, she/he shall be placed on the seniority list and her/his seniority shall then date from the first day of her/his current period of employment.

- 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 and schedule, for inability to perform the duties of the new job, or the employee may elect to return to their previously held classification, room and schedule if the position is not permanently filled; otherwise, the employee shall be given available work in that classification. Employees so returning to a previous classification 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 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 is celebrated may not be bumped out of their shift.
- e) Scheduling of Work. The seniority of employees will be taken into consideration in scheduling employees for weekly schedules.

It is understood that employees shall not be permitted to establish their own work schedule nor shall they be permitted to work overtime without the specific approval of their supervisors.

Nothing in the agreement shall be interpreted as a guarantee of a minimum number of hours or days of work.

- f) Promotion, demotion or transfer to new job openings.
- g) Upon request in writing, any employee scheduled less than five (5) days per week may exercise her/his 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.

- 9.6 Layoffs and Recalls. During layoffs or reductions in the working force, the employee with the least seniority in the job classification affected shall be laid off first. When the working force is again increased, employees on layoff shall be recalled in the order of their job classification seniority, unless circumstances have occurred during the layoff which make them disqualified. Ability to perform the work available shall be a determining factor in following the principle that the last employee laid off will be the first employee rehired.
- 9.7 Bumping. Bumping shall not be permitted except in cases of layoff as described in 9.5 and 9.6. Bumping means complete layoff from work, not merely a reduction in hours.
- 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 she/he was last transferred if qualified to handle all the duties of the prior classification.
- 9.9 Notice of Recall. Where an employee is notified at the time of layoff when she/he is to report back to work, she/he will promptly report at such time without further notice. When an employee is not notified at the time of layoff when she/he is to report back to work, she/he shall be given three (3) days' notice of when to report back to work, if the period of layoff has been less than fourteen (14) days. If the layoff period extends for fourteen (14) days or more, the employee shall be given seven (7) days' notice of the time to report back to work. Notice to report back to work shall be given by a letter to the address furnished to 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.

- g) Is absent for two (2) consecutive workdays without reporting to the Company an acceptable reason for the absence.
- 9.11 Job Posting. New job openings will be posted for a minimum of five (5) days, including the weekend and will be awarded to qualified applicants. If qualifications are equal, seniority shall prevail. The job opening may be filled from any source on a temporary basis during its vacancy.
- 9.12 Seniority List. The Employer shall furnish an accurate seniority list to the Union within ten (10) days of the date on which this Agreement is signed. Thereafter, the Employer shall notify the Union of each employee who has been separated from employment and such other monthly information on employees as has been provided.

ARTICLE 10 GRIEVANCE AND ARBITRATION PROCEDURE

- 10.1 Grievance Procedure for Employees. Should differences arise concerning the Employer, the Union and/or any employee who has completed her/his 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 her/his supervisor on an informal basis in order to settle the matter promptly. An aggrieved employee may have the Union Steward Assist her/him with Step 1, if she/he so desires.

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 General Manager; provided however, the fourteen (14) calendar day requirement and the written grievance requirement may be waived by mutual written agreement. Failure to file such written grievance within fourteen (14) calendar days shall result in such grievance being presumed to be without merit and it shall be barred from further consideration.

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

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

10.2 Effect of Failure to Appeal. Any grievance not appealed to a succeeding step within the time limits specified shall be deemed abandoned and not entitled to further consideration.

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

The Party desiring to arbitrate shall request and pay the Federal Mediation and Conciliation Service (with a copy of such request to the opposite Party) to furnish the Parties with a panel of seven (7) names of impartial arbitrators. From this panel a representative of the Employer and the Union shall select the Arbitrator. The Arbitrator shall be selected by each Party striking in turn one strike at a time. The person remaining on the list after each Party has exercised her/his strikes shall become the Arbitrator. Either party may request a second list if the list supplied is not satisfactory; to a maximum of two (2) lists. The party requesting a list will pay the applicable fee to obtain it. 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.

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

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

10.6 Award of Arbitrator. Where an employee has been discharged in violation of this Agreement, the Arbitrator may order the employee reinstated, either with or without back pay for loss of income resulting from such discharge. An award of the Arbitrator shall not in any case be made retroactive to a date prior to the date on which the subject of the grievance occurred, and in no event more than 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.

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

ARTICLE 11 DISCIPLINE AND DISCHARGE

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

- a. Verbal warning.
- b. Written warning.
- c. Suspension.
- d. Discharge.

Provided, however, in the case of a serious violation of the Employer's rules or serious misconduct, the discipline procedure in a, b or c above need not be followed.

- 11.2 Written Notices. Written reprimands, notices of suspension and notices of discharge, which are to become part of the employee's file, shall be read and signed by the employee. Such signature shall in no way be an admittance of wrongdoing on the part of the employee. A copy of such reprimands and/or notices shall be given to the employee and the Union. Failure of an employee to sign and failure of the employee or the Union to obtain or retain a copy of the notice, shall not affect the validity of the notice in any way.
- 11.3 Warning Notices - Cancellation. Warning notices shall not be used as a basis for discipline after a period of twelve (12) months provided there have been no other written notices of any nature.
- 11.4 Suspension and Discharges All suspensions and discharges will be in written form and copies will be mailed to the Union immediately upon issuance of such notices. Discharges will be preceded by a suspension during which an investigation of the incident leading to the discharge will be conducted. No employee shall be placed on suspension pending investigation status longer than five (5) business days. When issues are brought to Human Resources they will be responded to within five (5) business days.
- 11.5 Disciplinary Meetings. In the event a meeting is held for disciplinary purposes, the affected employee shall have the right to have a Union steward and/or Union representative present if one is readily available.
- 11.6 Right of Review. The Union shall have the right of review of any discharge of an employee who has completed the probationary period by following the grievance procedure of this Agreement.

- 11.7 Posting of Rules. All rules shall be conspicuously posted by time clocks or on employee bulletin boards. The Employer's rules shall not conflict with this Agreement.
- 11.8 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 her/his own time in accordance with state law on this subject.

ARTICLE 12 LEAVES OF ABSENCE

- 12.1 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. 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 ninety (90) days or less.

- 12.2 Medical Leave. Employees who have completed their probationary period shall be granted unpaid personal medical leave for up to six (6) months in any 12 month period when they are unable to perform the functions of their position. If medically necessary, medical leave may be taken on an intermittent or reduced schedule basis.

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 serious health condition. For medical leaves in excess of thirty (30) days, employees shall be required to submit periodic medical certifications for each successive 30-day period.

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

- 12.3 Military Leave. A regular employee who enters the Armed Forces of the United States shall have the right to reinstatement to her/his former position as may be required by law.
- 12.4 Maternity Leave. A pregnant employee shall be granted a leave without pay in accordance with state law. While the employee continues to work, the Employer may require a written statement from her physician as to how long she may work without endangering her health or that of the unborn child and her continuing ability to perform fully all the duties of her job.
- 12.5 Child Care Leave. An employee shall be granted an unpaid child care leave of absence of up to three (3) months in connection with the birth or adoption of her/his child. When

possible the employee shall notify the Employer of such intent three (3) months prior to the leave. Seniority shall accrue during such leave.

- 12.6 Jury Duty. Any regular full time employees who have completed probation and are 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 her/his jury pay and the wages she/he otherwise would have earned during straight-time hours of available employment at her/his regular rate for a maximum of fifteen (15) working days.

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

- a) Available for Work and Notice. Employee must be available for work on the regular workday immediately preceding and following jury duty; and must notify the Employer prior to jury service and at the end of each week of jury duty.
 - b) Jury Service of Half Day. Jury service of a half day or less requires the employee to make himself/herself immediately available for work for the rest of the day.
 - c) Holiday Pay and Jury Duty. Employees shall receive holiday pay according to the Holiday Article of this Agreement regardless of jury duty service.
 - d) Evidence of Jury Duty Pay. Employees shall submit evidence of jury duty pay before pay adjustments will be authorized; provided, that allowance for travel time or other expenses shall not be considered jury duty pay in computing wages due employees.
- 12.7 Funeral Pay. All regular full time employees who have completed probation are eligible for funeral pay and leave, when an employee's bereavement involves death of a family member or relative which includes wife, husband, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grand child, or domestic partner. Funeral pay and leave are subject to the following conditions:
- a) Maximum Pay. Maximum funeral pay shall be three (3) days immediately preceding and/or including the funeral day, Employees shall be paid only for time actually lost at employee's regular hourly rate.
 - b) Attendance and Notice. An employee must notify the Employer of the need for funeral leave and, afterwards, of the facts of the funeral leave. An employee must actually attend the funeral service.

- c) Supporting Documentation. Funeral pay requests may be subject to a management requirement of supporting documentation which may include death certificate and other information proving relationship. Information that is requested is at the discretion of management.

12.8 Union Business.

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

12.9 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 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 her/his previously accrued classification seniority. Return to previous schedule will only be guaranteed if the leave is less than ninety one (91) days.

**ARTICLE 13
PAID TIME OFF (PTO)**

13.1 Effective January 1, 2015 PTO: accrual amounts

Years of Service	1	2	10
Maximum PTO	96	136	176
PTO hourly accrual	.0461	.0654	.0846

13.2 Banked Hours. PTO can be banked to a maximum of 30 days or 240 hours, but cannot exceed 15 days or 120 hours at the end of the calendar year.

13.3 Rollover of PTO. PTO accrued and not used by the end of the year may be rolled forward to the next calendar year up to the maximum of 120 hours. Accumulated PTO not used at the time of an Employee's termination of employment from Employer will be paid to the Employee at one hundred percent of its value. PTO can be used in 1 hour increments.

13.4 PTO during FMLA leaves. The hotel will require employees to utilize all PTO during FMLA leaves, in excess of five (5) days (40 hours).

**ARTICLE 14
VACATIONS**

14.1 Vacation/Request off. All vacation requests will be approved or denied within (5) days of employee's request.

**ARTICLE 15
HOUSEKEEPING DEPARTMENT**

15.1 Room Cleaning. No housekeeping employee shall be required to clean more than 16 rooms in a normal 8 hour workday. On a heavy check out day, the employee will not be required to clean more than 13 check out rooms in a normal 8 hour workday. Due to a business necessity the Employer is empowered to reduce the number of check out rooms in a normal 8 hour workday. The Employer will continue to offer rooms when it assigns

more than 13 check out rooms to any room attendants on a heavy check out day, these rooms will be assigned by seniority. When a Hotel Guest requests "No Service" that employees scheduled shift will be shortened by thirty minutes times the number of "No Service" rooms.

- 15.2 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 that requires standing on a ladder, chair, bathtub or vanity. A step stool will be provided to housekeeping employees for maintaining vents, shower curtains and light fixtures.
- 15.3 Supplies. The Employer shall provide sufficient linen, equipment, and cleaning materials to all housekeeping employees. Room attendants shall not be disciplined for not completing their room assignment if the employee has not provided sufficient supplies, including linen, to complete their duties.
- 15.4 Uniforms. Employer shall provide uniforms for all employees who are required to wear uniforms in accordance with the employer's established policies, including a T-shirt and slacks for the housekeepers. Employees are responsible for cleaning and pressing the uniform issued. Employees must keep management informed of any required maintenance of uniforms. The employer will provide repairs and replacement of uniforms at no cost to the employee unless damage is determined to be caused by abuse or neglect. Employees must report to work in full uniform or they may be removed from that day's schedule.
- 15.5 Vomit/Defecation Pay. Any employee required to clean vomit or defecation will be paid an additional \$15.00 for such duty. Such pay will be subject to the approval of the Housekeeping Manager.
- 15.6 Extra Bed Pay. The Employer will continue the practice to make up roll away beds in advance by an employee before the bed is delivered to a room when requested. In a case, that a roll away bed is made up in a stay over room, the employee will receive \$2.00 per each bed made up.

ARTICLE 16 HEALTH, LIFE, DISABILITY & DENTAL INSURANCE

- 16.1 Employer Contributions. Effective January 1st, 2015, the Employer under this Agreement agrees to remit no later than the twentieth (20th) day of the month following the preceding work month to the Minneapolis Culinary Beverage and Miscellaneous Employer-Employee Trust Fund ("the fund"), in order to provide benefits under the Fund. A total contribution of \$498,000, or any subsequent monthly contribution established by the Trustees of the Fund, on behalf of all employees who have completed and maintained the eligibility requirements established in Section 3 of the Article.

*For those Employees who elect Dental Insurance only, an alternative **Employer Plan** will be provided. The cost of the insurance and any future increases shall be split 85% to the Employer and 15% to the Employee. The Employer agrees to deduct the necessary

amount from the paycheck of the Employees for their portion of the Dental Insurance cost.

At the time of hire or rehire, Employees must choose whether to accept or reject the above listed insurance benefits. The Employer shall provide to each new (and returning Employee) an Enrollment Card on which THE EMPLOYEE SHALL STATE THE CHOICE OF ACCEPTANCE OR REJECTING THE BENEFITS. If there is no Completed Enrollment Card for a particular Employee, then the parties hereto agree that the Employee has chosen to accept the benefits, and the Employer agrees to submit corresponding contributions to the Fund. In order that the Fund may make a determination on Employee Eligibility, the Employer agrees to provide the Fund with all hours paid on all Employees from the first (1st) hour worked by all Employees.

The parties hereto agree that the Fund's Board of Trustees reserves the right to establish and adjust the contribution rates required by Participating Employers in order to maintain the reserves necessary to assure the Fund's viability. If there is a contribution rate adjustment, then the Employer agrees to pay the 85% of any monthly contribution increase and the Employees shall be responsible for the 15% of any monthly contribution increases.

- 16.2 Employee Contributions. Effective January 1st, 2015 Employees covered under the plan must pay \$72.00 per month (or any subsequent amount as required by the Trustees of the plan), through authorized payroll deduction. Employees not having sufficient funds on their paychecks to cover this cost must pay the Employer the required amount for submission by the Employer to the Fund along with the Employer contributions. Employees not providing the Employer with their portion of the contribution as required will be dropped from the Plan and not eligible to participate until the next open enrollment period. The responsibility for providing the required co-payment to the Employer for submission to the Fund lies with the Employee. Employees will not be billed or given notification of insufficient funds on their paychecks. Neither the Fund nor the Employer assumes responsibility for the benefits or for claims made by an Employee who fails to make the necessary co-payment to maintain their benefits. Employees dropped from the Plan by failure to pay are not eligible for COBRA. The Employer shall not be obligated to make contributions on any Employee who fails to submit the required co-payment.
- 16.3 Eligibility. Employees are eligible for the Fund benefits after they have worked (3) consecutive months with 75 hours per month. The Employee must designate on the Enrollment Card at the time of hire their option of accepting or rejecting benefits. Eligibility is maintained by working 75 hours per month or more, thereafter, on a rolling (3) month average.

The Employer agrees to pay the contribution amount in the fourth (4th) month following the Employee's third (3rd) work month of 75 hours per month or more as stated in Section 1. When payment is received in the fourth (4th) month, then the Employee's coverage will begin in the fifth (5th) month.

PTO Towards Eligibility: PTO or other time off for which payment is actually made to the Employee shall be considered as hours worked for the purpose of maintaining medical and dental eligibility.

- 16.4 Employer Deductions. The Employer agrees to deduct the appropriate amount from the paycheck of any Employee who authorizes such deduction in writing to provide payment to the Fund for the Employee's contribution under either Section 2 or Section 5.
- 16.5 Self Pay. All eligible Employees, as determined by Section 3 above, who fall below the required hours for Health and Welfare coverage or who terminate their employment shall be permitted to submit to the Fund self-payment for up to the amount of time required under the Comprehensive Omnibus Budget Reconciliation Act of 1986 ("COBRA"). When applicable, the Employer agrees to deduct the Employee's COBRA from the paycheck of the Employees.
- 16.6 Dependent Care Reimbursement. Employees covered under the benefits of the Trust Fund are eligible for the "dependent reimbursement" established by the Trustees by making application to the Trust Fund.
- 16.7 Trustees. The Fund is administrated by six (6) Trustees, three (3) Trustees to be selected by the Employers and three (3) to be selected by the Union. The Employer adopts the Fund's Agreement and Declaration of Trust as of October 24, 1952, as revised and amended.
- 16.8 Collection of Delinquent Contributions.
- a) The provisions of the Fund's Agreement and Declaration of Trust, as amended, are expressly incorporated herein and the Employer signatory to the agreement agrees to be bound by the provisions of said Trust Agreement. The Employer further agrees to all of the rules and regulations heretofore and hereafter adopted by the trustees of said Trust Fund pursuant to said Trust Agreement and all of the actions of the trustees in administering such trust in accordance with the Trust Agreement and rules adopted.
 - b) The Employer hereby accepts as Employer trustees the present Employer trustees appointed under said Trust Agreement and all such past or succeeding Employer trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.
 - c) The payments required by the Article shall be made not later than the 20th day of the month following the month in which the Employee worked.
 - d) In the event that an Employer fails or refuses to submit the contributions required by the Article, the Fund may bring an action in either federal or state court seeking legal and/or equitable relief. In any such action, the Trust Fund shall be entitled to recover from the Employer the following:

- 1) The principal amount of the Employer's delinquency.
 - 2) The attorney fees and costs incurred by the Fund in collecting the contributions.
 - 3) Such other legal or equitable relief as the court deems appropriate.
- e) In bringing an action to collect contributions required by the Article, the Fund shall not be obligated to exhaust any contractual remedies such as the grievance procedures set fourth in the Collective Bargaining Agreement.
 - f) In determining whether the Employers signatory to the Agreement are properly reporting and remitting payment in accordance with the provisions of the Article, the Fund is hereby authorized to examine the payroll and such other pertinent records of the Employer as the Fund deems necessary. In conducting such examination, the Fund is authorized to review the payroll and other pertinent records of all bargaining unit Employees.
 - g) If any Employee's entitlement to the benefits provided by the Fund is suspended by virtue of a signatory Employer's failure to pay the contributions required by this Article, the Employer shall be directly liable to the Employee for the benefits to which the Employee would otherwise have been entitled.

ARTICLE 17 401(k) PLAN

- 17.1 Regular full-time employees shall be eligible to participate in the Employer's 401(k) Plan provided they meet the Plan requirements.

ARTICLE 18 STATE AND FEDERAL LAW

- 18.1 Recognition of Applicable Laws. Nothing contained in this Agreement shall be deemed or construed to require, directly or indirectly, the Employer to do anything inconsistent with the laws or regulations of any competent governmental agency (City, State or Federal) having jurisdiction over the Employer's Hotel. The Union and the Employer agree that neither will compel, force, nor cause, directly or indirectly, the other respective Party to do anything inconsistent with any applicable laws.
- 18.2 Equal Opportunity. The Union and Employer agree that there shall be no discrimination by either Party which violates any of the City, State or Federal laws, ordinances or regulations on Equal Opportunity Law. Such claims shall not be subject to the arbitration procedure of this Agreement.
- 18.3 Drug and Alcohol Testing. The Employer may adopt a Drug and Alcohol Testing policy and will administer it according to state and/or federal statutes and regulations. The Union will be provided with a copy of any policy adopted by the Employer.

ARTICLE 19
MEDICAL EXAMINATIONS

- 19.1 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 20
SUCCESSORS AND ASSIGNS

- 20.1 The Employer and the Union agree to abide by all Federal and State Labor Laws with respect to successorship.

ARTICLE 21
SAVINGS CLAUSE

- 21.1 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.

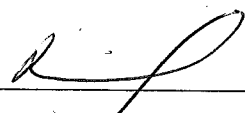
ARTICLE 22
TERM OF AGREEMENT

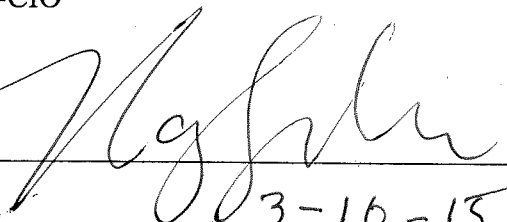
This Agreement shall be in effect for a period of five (5,) years commencing on January 1st, 2015 and shall continue to and including the 31st day of December, 2019 and be automatically renewed thereafter, unless at least sixty (60) days prior to the termination date either Party serves written notice upon the other by certified mail of a desire to terminate, change or modify this Agreement.

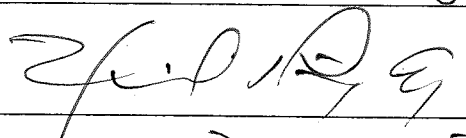
IN WITNESS WHEREOF, the Employer and the Union hereby execute, sign and attest to this Agreement.

FOR THE EMPLOYER:
HOLIDAY INN EXPRESS & SUITES

FOR UNITE HERE LOCAL UNION 17,
AFL-CIO

By  *KEVIN C.M. KOENIG*
Date: 1-13-15

By 
Date: 3-16-15

By 
Date: 3-11-15

APPENDIX A

WAGES/ SENIORITY CLASSIFICATIONS

Housekeeping Services

Room Attendant
Laundry Attendant
Houseperson
Breakfast Bar Attendant

	2%	3%	2.5%	3.75%	2%	2%
	<u>1/1/15</u>	<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>	<u>7/1/19</u>
Start	11.38	11.72	12.01	12.46	12.71	12.96
12 Months	12.42	12.79	13.11	13.60	13.87	14.15
24 Months	13.02	13.41	13.75	14.27	14.56	14.85
36 Months	13.67	14.08	14.43	14.97	15.27	15.58
48 Months	14.24	14.67	15.04	15.60	15.91	16.23

Lead persons will be paid twenty-five cents (25¢) per hour above the scale.