

COLLECTIVE BARGAINING AGREEMENT

Between

HOTEL IVY

And

UNITE HERE LOCAL 17 AFL-CIO

Effective October 1, 2014 to September 30, 2019

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, effective this ___ day of _____, 2014, by and between UNITE HERE, Local 17 AFL-CIO, hereinafter referred to as the “Union,” and Hotel Ivy, hereinafter referred to as the “Hotel,” “Company” or “Employer.”

WITNESSETH:

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

ARTICLE 1 **PURPOSE AND COVERAGE**

1.1. Purpose. The purpose of this Agreement shall be to achieve mutual understanding, harmony and cooperation among the Union, the Employer and its employees; to provide sound working conditions for the employees; to secure a prompt and fair disposition of grievances; to eliminate all interruptions of work and the interference with the efficient operation of the Employer's Hotel; to obtain maximum efficiency in the Hotel; to assure the highest quality of service; provide excellent customer relations; to secure and sustain maximum work effort by each employee covered by this document, 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 Hotel service, front desk, senior front desk clerk, telephone operators, housekeeping, house persons, bell/door persons, concierges, including the Chief Concierge, banquet servers, banquet bartenders, lead events captain, banquet set up, maintenance employees, and any classifications specifically listed in the Schedule of Wages, but excluding all parking, restaurant, kitchen, spa/health club employees, secretarial, business center operations, office personnel, clerical employees, sales, and all managers, guards, and supervisors as defined in the National Labor Relations Act, as amended. The listing of a classification in the Schedule of Wages does not require the Employer to employ any employee in that classification.

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

1.4. Guest Services Priority. Employees are expected to honor the principle of “a fair day's work for a fair day's pay.” The continued success and operation of the Employer is recognized as dependent upon delivery of excellent services to guests. All employees are required to begin work promptly at their designated starting time and upon completion of meal times and rest periods. All employees are to be courteous to guests and provide professional hospitality focusing on the brand standard of the Luxury Collection.

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. The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all-inclusive. This does not apply to written policies of the Employer not in conflict with the collective bargaining Agreement.

2.3. 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.

2.4. 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.

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

ARTICLE 3

UNION RIGHTS

3.1. Union Recognition and No Individual Agreements. The Employer recognizes the Union as the duly certified bargaining agent of those employees covered by this Agreement. The Employer agrees not to enter into any agreements or contracts with its employees,

individually or collectively, which conflict with the terms and provisions of this Agreement, except as expressly agreed to in the form of a written addendum.

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

3.4. Tip Check-Off – The Employer agrees to honor political contribution deduction authorization from employees in the following form:

I hereby authorize my Employer to deduct from my pay the sum of \$_____ per pay period and to forward that amount as my voluntary contribution to the UNITE HERE International 275 7th Avenue, NY, NY 10001 My decision to participate in the UNITE HERE TIP FUND is a voluntary one and I understand that I am under no compulsion to contribute to it, since such contributions are neither a condition of my continued employment or of membership in the Union. I also understand that this authorization may be revoked by me at any time and that it is automatically revoked upon termination of my employment.

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

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

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

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

inch in diameter. Any uniform additions that are non-compliant with brand standards are not allowed.

3.8. Union Stewards.

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

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

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

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

ARTICLE 4 MANAGEMENT RIGHTS

4.1. Rights of Management. The Employer and the Union specifically agree that management shall have the right to direct the workforce and to determine the policies and methods of operating its Hotel, except as expressly limited by the specific provisions of this Agreement. 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 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 Employer, except as expressly restricted by the provisions of this Agreement. Provided, however, the Union shall be notified of any new job classification combination.

- (a) Determine services to be offered, and the right to plan, direct and control all operations.

- (b) Relocate or close facilities, departments or divisions or terminate services for any reason, including for the sole reason to reduce labor costs, with the understanding that Employer will negotiate with the Union concerning the effects of any decisions made under this subsection, if a request for such negotiations is made.
- (c) Determine the layout and equipment to be used in the business; the processes, techniques, methods, and means of providing services, as well as the right to introduce new services, techniques, methods, processes, methods, machines, jobs or classifications; or change, delete or combine existing services, techniques, methods, processes, jobs or classifications.
- (d) Determine the size of the workforce; the allocation and assignment of work or workers; the quality and quantity of work to be performed; the policies affecting the selection and training of employees; the right to hire, recall, transfer, promote and lay off (subject to § 9.5(a) employees); and the right to discipline or dismiss employees for just cause.
- (e) Maintain discipline and control the use of facilities, and determine safety and health measures of the facilities. The Employer will create a labor management safety committee.
- (f) Schedule operations, including the right to modify, change, lengthen or shorten work schedules, and/or to close the facility for any reason providing any notice required by law is given to employees subject to seniority provisions set forth in Article 9.
- (g) Determine and enforce reasonable rules, policies, procedures, regulations, job descriptions/duties and job classifications, the right to make changes to such rules, policies, procedures, regulations, and descriptions/duties and job classifications, and the right to enforce such changes.
- (h) The selection or assignment of supervisory employees, as defined by the NLRA, is the sole responsibility of the Company and shall not be the subject of a grievance.
- (i) It is agreed that the above-enumerated management rights, which are exercisable in Employer's sole discretion, shall not be deemed an exhaustive list of such rights and shall not exclude other rights not herein specifically enumerated, which Employer shall have the right to exercise in its sole discretion, provided only that the exercise of such rights shall not be in conflict with any specific provision of this Agreement.
- (j) The exercise or non-exercise of rights hereby retained by Employer shall not be deemed a waiver of any such right or prevent Employer from exercising such rights in any way in the future.

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

ARTICLE 5
NO STRIKE - NO LOCKOUT

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

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

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

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

ARTICLE 6
PAY GRATUITIES AND JOB CLASSIFICATIONS

6.1. Minimum Rates. The minimum rates of pay for the job classifications covered by this Agreement are set forth in the Schedule of Wages, which is attached and made a part of

this Agreement. There shall be no lessening of wages or direct cost item fringe benefits now prevailing established by prior agreements and by past practice. Direct cost item fringe benefits are defined as meals, uniforms, holidays, vacations and insured or funded fringe benefits.

6.2. Merit Increases. The wage scale as set forth in the Schedule of Wages of this Agreement reflects minimum rates and does not prohibit an employee from receiving a higher wage. The Employer shall notify the Union of any such merit increases.

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

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

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

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

6.7. Gratuities.

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

ARTICLE 7
MEALS, UNIFORMS AND EMPLOYEE AREAS

7.1. Meals.

- (a) The Employer will provide employees with one (1) meal per shift, free of charge while on duty or as otherwise provided.
- (b) Meal periods shall be an uninterrupted one-half (½) hour for which the employee is not to be compensated. If employees are required to work any portion of the meal period, they shall receive the regular hourly rate for the entire meal period. Employees are responsible for clocking in and out at the beginning and end of each thirty (30) minute meal period. There will be no automatic deductions of the one-half (½) hour. No present employee shall suffer a wage reduction or be imposed with added hours through the effect of this Agreement. Present meal periods shall not be increased in order to defeat the purpose of this section.
- (c) The Employer shall provide meals which are palatable and wholesome. The meal shall be served under clean and sanitary conditions.

7.2. Uniforms. The Employer shall provide uniforms and the laundering and upkeep for all employees who are required to wear uniforms.

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 make available changing areas 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, 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, unless an employee requests otherwise or is due to unusual business circumstances. 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. Sunday through 12:00 midnight Saturday. 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 (8½) hours on the Employer's premises. Whenever practical, split shifts will be abolished. The Employer may establish a regular schedule of ten (10) hour workdays within ten and one-half (10 ½) hours on the Employer's premises.

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

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

8.6. Daily Premium Pay. All non-exempt employees shall receive premium pay of time and one-half (1½) their regular straight time hourly rate of pay for all hours worked in excess of eight (8) hours per day. However, any shift that begins prior to 12 midnight, but ends after 12 midnight, shall be treated as one (1) day for the purpose of computing pay rates. The time and one-half (1½) premium after eight (8) hours shall not be applicable to employees regularly scheduled for ten (10) hour days. This section shall not apply to Banquet Servers.

8.7. Premium Pay for Sixth and Seventh Day. Time and one-half (1½) shall be paid for all hours worked as required by the Hotel on the sixth (6th) day of work within a workweek regardless of whether the employee has worked forty (40) hours during the first five (5) days. Double time (2xs) shall be paid for all hours worked as required by the Hotel on the seventh (7th) day of work within a workweek, regardless of whether the employee has worked forty (40) hours during the first six (6) days. An employee who volunteers to work the sixth (6th) or seventh (7th) day of work within a workweek shall only be paid time and one-half (1½) for work over forty (40) hours during the workweek. This section shall not apply to Banquet Servers.

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

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

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

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

8.12. Report-in-Pay

- (a) An employee called in and reporting for work as scheduled without prior notice received by the employee not to so report shall receive a minimum of four (4) hours work or four (4) hours pay for that day at the employee's

regular hourly rate; provided the employee is available for work for the full period of time required.

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

8.13. Language Specialist. An employee designated by Employer to translate at meetings will be paid Ten Dollars (\$10.00) for such translations.

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

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

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

8.17. Rest Breaks. The Hotel shall provide two (2) fifteen (15) minute paid breaks during each eight (8) hour shift. This provision does not allow the employee to leave their normal shift early.

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

9.2. Same Start Date. In the event two (2) or more employees begin work on the same day, a numerical suffix will be attached to the seniority date of such employees based on the last four digits of the employee's social security number. The employee with the lowest four digit number shall be deemed the most senior.

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

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

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

- (a) Employees shall be laid off and returned to work according to their length of service in their respective job classifications as set out in 9.6. and 9.8. below.
- (b) Scheduling of vacation time.
- (c) Offering of overtime work and requiring overtime work in reverse order, subject to Section 8.4.
- (d) Employees may exercise their seniority to not work a holiday, if business permits with the junior employee(s) in the classification being required to work as needed. To be excused employees shall give Employer a two (2) week notice prior to the holiday. Employees regularly scheduled to work the day on which the holiday is celebrated may not be bumped out of their shift.
- (e) Scheduling of Work
 - (1) Where practical, senior employees who are qualified shall be scheduled to receive the maximum number of available hours on the work schedule up to an eight (8) hour day, five (5) day, forty (40) hour week. Senior employees may not claim part of a shift and may claim shifts only when they become available on a regular basis. Split shifts shall be considered separate shifts for scheduling purposes. It is understood that employees shall not be permitted to establish their own work schedules nor shall they be permitted to work overtime without the specific approval of their Supervisor. Nothing herein shall

be interpreted as a guarantee of a minimum number of hours or days of work.

- (2) The above factors, in the use of part-time employees and work schedules will be recognized in scheduling.
- (f) Promotion, demotion or transfer to new job openings.
- (g) Upon request in writing, any employee scheduled less than five (5) days per week may exercise his/her seniority for five (5) days of work per week when additional shifts become vacated on a regular basis, unless such shifts are eliminated. The employee must bid the five (5) day schedule as posted.
- (h) Bartenders whose hours are voluntarily reduced below those for which they are regularly scheduled will be permitted to pick up available hours at banquet bars on the basis of seniority.
- (i) Use of Part-Time Employees. Where practical, the Employer shall not use two (2) or more part-time employees where a qualified, full-time employee is available and requests such hours; except in those scheduling situations where the Employer is required to meet the report in provision (8.12), the available work requires the use of overlapping schedules or a split shift (except wait staff) or where such scheduling is otherwise not practical in the Employer's operations.

9.6. Layoffs and Recalls. Employees shall be given at least three (3) days notice prior to layoff. During layoffs or reductions in the working force, the employee with the least seniority in the job classification affected shall be laid off first. When the working force is again increased, employees on layoff shall be recalled in the order of their job classification seniority, unless circumstances have occurred during the layoff which make them disqualified. Ability to perform the work available shall be a determining factor in following the principle that the last employee laid off will be the first employee rehired.

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

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

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

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

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

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

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 his/her probationary period, as to the meaning and application of this Agreement, the following procedure shall be followed by an employee and the Union.

Step 1: The employee may take up the matter with his/her supervisor on an informal basis in order to settle the matter promptly. An aggrieved employee may have the Union Steward assist him/her with Step 1, if he/she so desires.

Step 2: If the grievance is not satisfactorily settled in Step 1, the aggrieved employee or the Union shall, within 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 with copy to the designated Employer Company Operator; provide 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 not be deemed abandoned and not entitled to further consideration. Such abandonment by the Employer shall be deemed an acceptance of the grievance as stated and the remedy requested shall be accepted and enforced.

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

The Party desiring to arbitrate shall request the Federal Mediation and Conciliation Service (with a copy of such request to the opposite Party) to furnish the Parties with a panel of seven (7) names of impartial arbitrators. From this panel a representative of the Employer and the Union shall select the Arbitrator. The Arbitrator shall be selected by each Party striking in turn one (1) strike at a time, three (3) names from the list of seven (7) persons, the complaining Party having the first strike. The person remaining on the list after each Party has exercised its strikes shall become the Arbitrator. Either party may request additional lists if those supplied are not satisfactory; to a maximum of three (3) lists. The Parties may select an Arbitrator by other means, if such other method of selection is confirmed by a written stipulation.

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 **DISCIPLINE AND DISCHARGE**

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

- (a) Verbal warning
- (b) Written warning

(c) Suspension

(d) Discharge

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

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

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 notices of similar nature.

11.4. Suspension and Discharge. All suspensions and discharges will be in written form and copies will be mailed/faxed/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.

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

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

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

11.8. 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.

11.9. 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 his/her own time.

ARTICLE 12 **LEAVES OF ABSENCE**

12.1. Personal Leave. Any employee desiring a leave of absence from the job because of extraordinary personal or family circumstances after exhaustion of vacation time must first secure written permission from the Employer. Personal Leave shall not exceed thirty (30) calendar days and can only be taken once every twelve (12) months. Longer

personal leave may be granted by the Employer in its discretion. The Employer shall not be expected to grant a leave of absence that will interfere with the Employer's operations. Leaves of absence shall be without pay. During a leave of absence, the employee shall not engage in gainful employment unless the leave is the result of the employee being hired for a position of full-time service with the Union. The employee must report to work promptly after the leave has expired. Failure to comply with this Article shall result in the complete loss of seniority rights of the employee involved. Seniority shall, but vacation or other benefits shall not, accrue or be provided during Personal Leave. An employee must complete his/her probationary period in order to be eligible for consideration for a Personal Leave of Absence.

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

- (a) A physician's statement shall not be necessary for illness or injuries of short duration: i.e. of up to three (3) days.
- (b) Return to Work. Prior to exhaustion of the approved leave, the employee shall notify the Employer when she/he is ready to return to work and furnish the Employer a medical certificate from her/his physician that she/he is physically able to perform the essential duties of her/his job. The Employer, at its cost, may require a separate medical examination to determine the fitness of an employee to perform the essential duties of his/her job prior to returning the employee to work.

12.3. FMLA Leave. Eligible employees may be entitled to up to twelve (12) unpaid work weeks of leave during any twelve (12) month period under the Family and Medical Leave Act of 1993 (FMLA). Employees must first use any earned vacation days, except for one (1) week, forty (40) hours (five (5) days, forty (40) hours), as part of the twelve (12) week leave. Family and Medical Leave shall not be in addition to other leave time off under this Agreement and shall be taken concurrent with any other leave. Employees must apply, provide all required documentation, and qualify in order to receive Family and Medical Leave. Eligible employees shall have their health benefits continued for the duration of their Family and Medical Leave under the conditions coverage would have been provided if they had continued employment during this period. If an employee fails to return from their Family and Medical Leave, except for a continuation, reoccurrence or onset of a serious health condition, or something else beyond the employee's control, the Employer may recover all of the health care coverage premiums paid during the Leave.

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

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

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

12.7. Military Leave. A regular employee who enters the Armed Forces of the United States shall have the right to his/her former position as may be required by law.

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

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

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

12.9. Bereavement Leave. All regular full and regular part time employees, exclusive of probationary, on-call or extra employees are eligible for bereavement pay and leave up to three (3) days for the purpose of attending the funeral or mourning service related to the death of an employee’s immediate family. The immediate family shall include the employee’s spouse, domestic partner, child, foster or step child, mother, father, brother, sister, mother-in-law or father-in-law, Grandparents and grandchildren. An employee must also notify the Employer of the need for bereavement leave and, afterwards, of the facts of the bereavement leave. Such leave shall be paid at the tipped adjustment rate as defined in 13.10.

12.10. Union Business.

- (a) The Employer agrees to grant the necessary time off without pay to any employee delegated to attend a labor convention up to a maximum of seven (7) days for two (2) employees at any one (1) time and two (2) employees annually.
- (b) In the event that an employee is elected to a position of full-time service with the Union, the employee shall continue to accrue his/her seniority during the period of leave. Upon completion of service in the Union, the employee shall be returned to his/her former job as provided in the Return from Leave section, provided the employee notifies the Employer of such return within ninety (90) calendar days after completion of Union service.

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

12.12. Change of Immigration Status.

- (a) Employees who have a change in immigration status who can present documented proof of their legitimate employment status will be reinstated to employment consistent with the leave provisions of the contract.
- (b) The Employer agrees to work with government agencies and the Union when such situations arise.

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

ARTICLE 13
PAID TIME OFF

13.1. Paid Time-Off (“PTO”) is a comprehensive time-off policy for eligible employees to use for vacation, holidays, illness or injury, and personal business. It combines traditional vacation, holiday, and paid sick day plans into one (1) flexible, paid time off policy. It is considered wage replacement for times that employees choose to be away from work for personal reasons and is part of the benefit package. Regular full-time employees as defined in Article 6 of the Collective Bargaining Agreement are eligible to accrue and use PTO as described in this policy. Any unused PTO may be carried over as stated in section 13.7. below.

13.2. Employees begin to accrue PTO from the first date of employment and can begin using accrued PTO after the initial ninety (90) days of employment.

PTO EARNING SCHEDULE

Employment	Monthly Accrual Rate (Hours)	Total Accrual Per Year (Hours)
0 through 12 months (1 st year)	.06538	136 (17 eight hour days)
13 through 48 Months (Post 1 st year to 4 th year)	.0846	176 (22 eight hour days)
49 months through 108 months (Post 4 th year to 9 th year)	.1038	216 (27 eight hour days)
109 th plus months (Post 10 th year)	.1230	256 (32 eight hour days)

13.3. PTO is accrued on an hourly basis in accordance with the table above. All PTO requests are subject to approval by your supervisor and are based on seniority. All requests will be reviewed based on a number of factors, including business needs and staffing requirements, and will only be granted at our discretion.

13.4. A PTO request form must be filled out by the employee, signed by the manager and turned into payroll in order for the PTO to be paid. PTO request shall be approved or denied within seven (7) days of the employee’s request.

13.5. PTO can be used in minimum increments of one-half (½) day. Employees who have an unexpected need to be absent from work should notify their direct supervisor at least two (2) hours before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of unexpected absence.

13.6. PTO is paid at the employee’s base pay rate at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

13.7. At the end of the calendar year, employees may carry over a maximum of one hundred eighty (180) hours of unused PTO to be used in the following calendar year. Any unused PTO in excess of the maximum may not be carried over and will be forfeited; employees will not be paid for PTO that exceeds the cap. Employees are expected to manage

their PTO throughout the year in order to avoid the need for last minute PTO requests at the end of the year to bring their PTO below the cap.

13.8. Upon termination of employment, employees will typically be paid for unused PTO that has been accrued through the last day of work. However, in the event employment is terminated, or the employee fails to give at least one (1) week notice of resignation, forfeiture of accrued but unused PTO may result. No accrued PTO will be paid out if the employee terminates or resigns during the initial ninety (90) days of employment.

13.9. Accumulation Rights. Associates are encouraged to use their PTO to take time off each year. If they do not, PTO will accrue until the associate has reached a maximum of two hundred (200) PTO hours. At this point, no further PTO will be accrued until the associate uses PTO hours equal to the amount accruable during one (1) month. Exceptions to this policy may be made in unusual circumstances. Each case will be viewed on an individual basis by Employer.

13.10. Tipped Employee Holiday Pay Adjustment. In addition to their regular hourly rates, all qualifying tipped employees working in the classifications of door attendants, bell stand, bell captain, cocktail server, Banquet server, Banquet captain, Room Service server, and Room Service captain shall be compensated effective 12/1/14 at a rate of six dollars (\$6.00) and effective 5/1/15 at the rate of six dollars and fifty cents (\$6.50) not to exceed \$14.50 and \$17.50 for Banquets Captain. per hour for all PTO taken.

13.11. Temporary layoffs or leaves of absence during the year shall not interrupt the continuity of seniority for the purpose of determining the amount of PTO for which an employee is eligible. Employees shall be entitled to receive their PTO pay before their scheduled leave.

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

13.13. The Employer reserves the right to schedule PTO so that they will not interfere with business operations, but each employee should be entitled to take PTO according to the policy set forth in this article. This section shall not be construed to reduce PTO benefits established by past practice.

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

13.15. Terminated Employees. Employees who are discharged or who terminate their employment shall be entitled to pro-rated PTO pay earned and computed as set forth in this article. Provided, however, employees voluntarily terminating employment must first notify the Employer as set forth in section 13.8. above.

ARTICLE 14
BANQUET & ROOM SERVICE DEPARTMENTS

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

14.2. Banquet Employee Compensation. Banquet Serving Staff shall receive a fourteen percent (14%) service charge of the sales of Food Beverage and other non-food banquet items that have designated Service Charges. The Banquet Set-up staff shall receive one-half of one percent (.5%) of the service charge. The method of calculation and distribution of the banquet service charge shall be set forth as follows:

Food Functions	Servers Pool: 95% Set up: 5%
Beverage Function w/Bartender	Servers Pool: 50% Bartender Pool: 50%
Beverage Function w/o Bartender	Servers Pool: 100%
Non Food	Servers: 85% Set up: 5% Bartenders: 10%

The Banquet Service Charge pool shall be pooled and divided on a bi-weekly basis. Each server shall receive an equal portion of the service charge based on a total number of hours worked during the two (2) week period. Banquet Set-up service charge shall be pooled and divided on the same basis.

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

(a) 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 food and beverage of the function.

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

14.5. 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 section(s) or Article(s) as shown:

Jury Duty – Section 12.8
Bereavement Pay – Section 12.9

PTO – Article 13
Health & Welfare – Article 18

14.6. Regular Banquet Employees. The Employer shall maintain a regular Banquet Server and regular Banquet Bartender list which shall contain all regular banquet service employees who work on a full-time basis at the Hotel. The seniority list of all regular banquet employees shall be posted every three (3) months and upon request of the Union. The Employer shall provide an updated list of all regular and all extra banquet employees to the Union.

14.7. On-Call Banquet Employees. The Hotel shall have a consistent procedure for scheduling of on-call banquet servers.

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

14.9. Room Service. Room service servers shall receive an eighteen percent (18%) on all deliveries, which shall be pooled and divided on a bi-weekly basis. Additional gratuities received are the sole property of the serving person.

ARTICLE 15
HOUSEKEEPING DEPARTMENT

15.1. Room Cleaning. Room Attendants shall not normally be required to clean more than fifteen (15) rooms per eight (8) hour shift.

- (a) Room attendants shall drop 1 room (fourteen (14)) if assigned 9 checkouts;
- (b) Room attendants shall drop 2 rooms (thirteen (13)) if assigned 10 checkouts;
- (c) Room attendants shall drop 3 rooms (twelve (12)) if assigned 11 checkouts; and
- (d) Room attendants shall drop 1 room if assigned 7 or more Doubles

15.2. Junior Suites on floors 4 & 5 and 1008 shall count as one and one-half (1½) rooms; Suites 606, 706, 806 shall count as two (2) rooms, the Presidential Suite 906 shall count as four (4) rooms.

15.3. Employees cleaning more than fifteen (15) rooms within eight (8) hours shall be paid Six Dollars (\$6.00) per each additional room.

15.4. Room attendants assigned with “special cleaning” duties or “VIP” rooms shall have their room quota reduced by one (1) room.

15.5. The Employer shall provide sufficient linen, equipment, and cleaning materials to all Housekeeping Employees.

15.6. In the event that the Hotel renovates rooms, adds amenities to rooms, or makes any changes which would affect the daily workload of the room attendants, the Hotel agrees to provide the Union with a comprehensive review of the proposed changes at least thirty (30) days in advance. The Parties shall meet and bargain over the impact of those changes.

15.7. Assistance. When heavy work is to be done and an employee requests assistance, the employee shall continue with other duties until assistance is available. Room attendants must seek assistance with moving/lifting any furniture weighing more than twenty-five (25) pounds. No room attendant shall be required to perform work which requires standing on a ladder. Room Attendants shall be required to use a step stool when changing shower curtains, and as needed to reach things.

15.8. Vomit/Defecation Pay. Any employee required to clean vomit or defecation will be paid an additional Fifteen Dollars (\$15.00) for such duty. Such pay will be subject to the approval of the Executive Housekeeper.

ARTICLE 16

STATE AND FEDERAL LAW

16.1. 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 either will compel, force, or cause, directly or indirectly, the other respective Party to do anything inconsistent with any applicable laws.

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

ARTICLE 17

MEDICAL EXAMINATIONS

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

ARTICLE 18
HEALTH AND WELFARE

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

- a) Contributions. Effective October 1, 2013 the Employer agrees to contribute to the Fund two dollars and fifty-three cents (\$2.53) for each hour paid to all employees under the jurisdiction of the Agreement. Effective January 1st, 2015 the Employer agrees to contribute to the Fund two dollars and seventy cents (\$2.70) for each hour paid in December 2014 to all employees under the jurisdiction of this Agreement. Effective May 1st, 2016, the Employer agrees to contribute to the Fund two dollars and eighty five cents (\$2.85) for each hour paid in April 2015 to all employees under the jurisdiction of this Agreement. Effective May 1, 2017 the Employer agrees to contribute to the Fund three dollars (\$3.00) for each hour paid in April 2017 to all employees under the jurisdiction of this Agreement. Effective May 1, 2018 the Employer agrees to contribute to the Fund three dollars and fifteen cents (\$3.15) for each hour paid in April 2018 to all employees under the jurisdiction of this Agreement.

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

- (c) Employer Obligation. The Employer's obligation to contribute to the Health and Welfare Fund is limited to the amount of contribution specified in Article 18.

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

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

18.2. 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.

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

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

18.5. 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.

18.6. 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.

18.7. 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 19 **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 effected 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 20 **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 21
TERM OF AGREEMENT

This Agreement shall be in effect for a period of five (5) years commencing on the first day of October, 2014, and shall continue to and including the thirtieth (30th) day of September, 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.

WITNESS WHEREOF, the Employer and the Union hereby execute, sign and attest to this Agreement this ____ day of _____, 2014.

FOR THE EMPLOYER:

Hotel Ivy

UNITE HERE Local 17 AFL-CIO

By: _____

By: _____

Title: _____

Date: _____, 2014

Date: _____, 2014

By: _____

Date: _____, 2014

10/1/2014 10/1/2015 10/1/2016 10/1/2017 10/1/2018 4/1/2019

Hskp

Start	11.86	12.21	12.58	12.96	13.34	13.74
12 Month	12.33	12.70	13.08	13.47	13.88	14.29
24 Months	12.82	13.21	13.60	14.01	14.43	14.87
36 Months	13.34	13.74	14.15	14.57	15.01	15.46
48 Months	13.87	14.29	14.71	15.16	15.61	16.08

Room Inspector

Start	13.01	13.53	14.07	14.63	15.37	15.83
12 Month	13.24	13.77	14.32	14.89	15.64	16.11
24 Months	13.47	14.01	14.57	15.15	15.91	16.38
36 Months	14.28	14.85	15.44	16.06	16.87	17.37
48 Months	14.57	15.15	15.76	16.39	17.21	17.73

Concierge

Start	14.85	15.15	15.45	15.76	16.08	16.40
12 Month	15.08	15.38	15.69	16.00	16.32	16.65
24 Months	15.31	15.61	15.92	16.24	16.57	16.90
36 Months	15.76	16.08	16.40	16.73	17.06	17.41
48 Months	16.24	16.56	16.89	17.23	17.58	17.93

Chief Concierge

Start	15.85	16.15	16.45	16.76	17.08	17.40
12 Month	16.08	16.38	16.69	17.00	17.32	17.65
24 Months	16.31	16.61	16.92	17.24	17.57	17.90
36 Months	16.76	17.08	17.40	17.73	18.06	18.41
48 Months	17.24	17.56	17.89	18.23	18.58	18.93

Mini Bar

Start	11.15	11.15	11.15	11.15	11.15	11.15
12 Month	11.36	11.36	11.36	11.36	11.36	11.36
24 Months	11.58	11.58	11.58	11.58	11.58	11.58
36 Months	12.00	12.00	12.00	12.00	12.00	12.00
48 Months						

FD/AYS

Start	14.85	15.15	15.45	15.76	16.08	16.40
12 Month	15.08	15.38	15.69	16.00	16.32	16.65
24 Months	15.31	15.61	15.92	16.24	16.57	16.90
36 Months	15.76	16.08	16.40	16.73	17.06	17.41
48 Months	16.24	16.56	16.89	17.23	17.58	17.93

Auditor

Start	15.85	16.15	16.45	16.76	17.08	17.40
12 Month	16.08	16.38	16.69	17.00	17.32	17.65
24 Months	16.31	16.61	16.92	17.24	17.57	17.90
36 Months	16.76	17.08	17.40	17.73	18.06	18.41
48 Months	17.24	17.56	17.89	18.23	18.58	18.93

Bqt Set-up

Start	10.45	10.77	11.09	11.42	11.76	12.12
12 Month	10.68	11.00	11.33	11.67	12.02	12.38
24 Months	10.91	11.24	11.57	11.92	12.28	12.65
36 Months	11.35	11.69	12.04	12.40	12.77	13.15
48 Months	11.80	12.15	12.52	12.89	13.28	13.68

Maintenance

Start	15.45	15.91	16.39	16.88	17.39	17.91
12 Month	15.91	16.39	16.88	17.39	17.91	18.45
24 Months	16.39	16.88	17.39	17.91	18.45	19.00
36 Months	16.88	17.39	17.91	18.45	19.00	19.57
48 Months	17.39	17.91	18.45	19.00	19.57	20.16

Banquet Captain \$3.00 over minimum wage + Tipped employee PTO Adjustment

Bellperson Minimum wage +Tipped employee PTO Adjustment

Banquet Server** Minimum wage + Tipped employee PTO Adjustment

Room Service Server Min wage + 18% service charge + Tipped employee PTO Adjustment

Overnight Room Service \$11.00 per hour + 18% service charge, +Tipped employee PTO Adjustment

Overscale employees shall receive the same cents per hour or percent rate increases.

** The following pay schedule will apply to those individuals placed in Banquet Captain roles: (1) when the individual is the only server assigned to an event, pay will be at the Banquet Server wage as per the collective bargaining Agreement; (2) when the individual is one (1) of two (2) or more servers assigned to an event, pay will be the Banquet Server wage per the collective bargaining Agreement, plus three dollars (\$3.00) per hour; and (3) when the individual is assigned to an event but not carrying a station, pay will be the Banquet Server wage per the collective bargaining Agreement, plus three dollars (\$3.00) per hour, plus an amount equivalent to the service charge share.