

# COLLECTIVE BARGAINING AGREEMENT

Between

THE LOFTON HOTEL  
MINNEAPOLIS

and

UNITE HERE LOCAL 17, AFL-CIO

May 1, 2024, through November 1, 2026



THIS AGREEMENT, is made and entered into as of the 1st day of November, 2024, by and between Marcus Bullseye Mgmt, LLC, d/b/a The Lofton Hotel Minneapolis, located at 601 First Avenue North, Minneapolis, Minnesota, 55403 hereinafter referred to as "Employer" or "Company," and UNITE HERE Local 17, AFL-CIO hereinafter referred to as the "Union."

WITNESSETH:

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

## ARTICLE 1 INTENT AND PURPOSE

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 assure the effective, efficient and economical operation of the Employer; to secure and sustain maximum work effort of each employee covered by this Agreement; to prevent strikes; to provide sound working conditions for the employees; to secure a prompt and fair disposition of grievances; to eliminate all interruptions of work and the interference with the efficient operation of the Employer's Hotel; to obtain maximum efficiency in the Hotel; to assure excellent customer relations and service; and to set forth the Agreement covering rates of pay, hours of work and conditions of employment to be observed by the Parties during the life of this Agreement.

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

## ARTICLE 2 RECOGNITION AND COVERAGE

2.1 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 bargaining unit 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.

2.2 Coverage. For the purpose of this Agreement, the term "employees" shall cover all regular full-time and regular part-time hotel service, housekeeping, food and beverage, and laundry employees (including room cleaners, housepersons, bell persons, telephone operators, kitchen employees, servers, bussers, bartenders, cashiers, hosts,

concierges, and front desk, recreational, and parking employees) employed by Employer, but excluding all secretarial, office clerical, sales, and maintenance employees and all managers, supervisors, purchasing and requisition, and guards as defined in the National Labor Relations Act. The listing of a classification in the Schedule of Wages does not require the employer to employ any employee in that classification.

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

2.4 Temporary Workers/Event Workers. In the event any temporary/staffing agencies become signatory to a collective bargaining agreement with the Union, the Employer agrees to meet and bargain preference given to such agencies, including such matters as background checks, training, responsibility for compliance with labor and employment laws, liability for violations of the law or a collective bargaining agreement, worker uniforms, non-referral of former employees of the Employer, and permanent hiring.

2.5 Subcontracting. The parties agree that it is desirable to maintain the integrity of the existing bargaining unit. The Employer shall not subcontract out bargaining unit work. However, if qualified help is not available, this shall in no way restrict the right of the Employer to hire temporary employees from any available source for the purpose of maintaining normal services, provided that Employer shall at all times keep the subject job positon(s) posted, use its reasonable best efforts to hire full-time for the position, and report to the Union once per quarter all position(s) open longer than thirty (30) days. The Employer shall not churn temporary employees for the purpose of avoiding hiring regular employees.

2.6 Diversity and Inclusion. The parties agree to strive to achieve working environments where all employees are treated with dignity and respect, irrespective of age, disability, gender identity or gender expression, race, ethnicity, religion or belief, sex and sexual orientation, marriage or civil partnership, pregnancy or maternity, or other forms of diversity protected by law. This includes freedom from discrimination or harassment, as defined by law, which will not be tolerated. Complaints of harassment, and/or discrimination shall be investigated by management and handled according to the Employer's Associate Handbook. This Agreement shall be administered in accordance with the applicable provisions of the Americans with Disabilities Act, Title VII, the Civil Rights Act of 1991, and other applicable federal, state, and local employment laws. Any disputes under this Article shall be subject to the Employer's Open Door Policy and the grievance procedure.

2.7 Gender Identity.

2.7.1 Names and Pronouns. The Employer agrees to respect the preferred

names and pronouns of employees who have entered such information through Employee Self Service. The foregoing shall not apply to legal documentation.

2.7.2 Changing Area. The Employer will make reasonable efforts to provide a single stall gender-neutral changing area or bathroom for use by employees when required to change clothes. The changing area or bathroom must be easily accessible and clearly labeled as gender neutral.

2.8 Drug and Alcohol Policy. Every employee will be subject to the Drug and Alcohol Testing Policy attached as **Addendum A**, and will be required to sign an Acknowledgment Form, Attachment A, which will be kept in the employee's personnel file.

### ARTICLE 3 COMPLETE AGREEMENT

3.1 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.

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 Company not in conflict with the collective bargaining Agreement.

3.2 Most Favored Nations. The Union agrees that if after the date of ratification of this agreement, it enters into a renewal agreement with any other hotel employer in the City of Minneapolis and surrounding area, excluding St. Paul, who operates the same type of establishment as an Employer-Party to this Agreement 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 4 NO STRIKE – NO LOCKOUT

4.1 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 practice is prohibited by this Section and shall be considered just and reasonable cause for discharge or other disciplinary action by the Employer, subject to Grievance and Arbitration procedures.

4.2 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 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.

4.3 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 5 MANAGEMENT RIGHTS

5.1 Except as otherwise specifically provided in this Agreement, Employer retains all the rights and functions of management that it has by law, or past practice.

5.2 As long as the action of Employer does not violate any specific provision of this Agreement, and without limiting the generality of the foregoing, Employer shall have the absolute and unqualified right to, in its sole discretion:

5.2.1 Determine services to be offered, and the right to plan, direct and control all operations. For the sake of clarification, Employer shall have the right, in its sole discretion, to define the function of a space in Employer's Hotel, to change such function from time-to-time, and to assign employees and apply the department rules for such space as determined by the use identified by Employer. In the event the Employer makes such change it shall provide the Union with as much advanced reasonable notice as possible under the circumstances.

5.2.2 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.

5.2.3 Discontinue, transfer, assign or subcontract any part of its business operations performed by any outside person, firm, or corporation whatsoever, selected by Employer. The Employer will notify the union at least forty-five (45) days prior and provide the Union with an opportunity to discuss the Employer's decision to subcontract work before such a decision is implemented.

5.2.4 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, machines, jobs or classifications; or change, delete or combine existing services, techniques, methods, processes, jobs or classifications.

5.2.5 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.

5.2.6 Maintain discipline and control the use of the facilities, and determine safety and health measures of the facilities. The Company will create a labor management safety committee.

5.2.7 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.

5.2.8 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. Such changes shall be

provided to the Union at least twenty-one (21) days prior to implementation, provided that the parties may mutually agree to implement such change earlier than twenty one (21) days, and the Union shall not unreasonably withhold, condition or delay its consent to such earlier implementation.

5.3 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.

5.4 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.

5.5 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.

## ARTICLE 6 UNION RIGHTS

6.1 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.

6.2 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.

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



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

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

6.4 New Employee Orientation. Upon request by the Union, Union representatives shall be afforded the opportunity to meet with new hires for thirty (30) minutes during the new employee orientation session, or within the first thirty (30) days of employment if the Employer does not hold an orientation session within that time frame, without Employer representatives present. The Union shall provide advance written notice of any Union representatives designated to conduct such session. New hires participating in the session will be on paid time. The Union shall not make any disparaging comments about the Employer during such sessions.

6.5 Employer Neutrality. In the event that the Hotel becomes subject to a state or federal right to work law, the Employer agrees to remain neutral with respect to any of its employees' or prospective employees' decisions regarding membership in or support for the Union. The Employer, its supervisors, managers and other agents will not take any action or make any statement that directly or indirectly states or implies any opposition to Union membership or to the selection or maintenance of the Union as the employees' collective bargaining representative, and will not encourage or assist employees either directly or through third parties to terminate Union membership, revoke dues checkoff authorization or invoke any right to reduce financial support to the Union. The Employer will inform any employee who inquires about Union membership or support that the employee should contact the Union.

6.6 TIP Checkoff. The Employer agrees to honor political contribution deduction authorization from employees in the following form:

UNITE HERE MN TIP Political Action Committee:  
GIVING WORKERS A VOICE!

I, \_\_\_\_\_ hereby authorize  
and direct the PAYROLL DEPARTMENT OF \_\_\_\_\_  
to deduct from my salary the  
sum of \$2/\$5/\_\_\_\_\_ per month and to transmit that sum to the MN State Council of  
UNITE HERE Unions Political Action Committee. My signature shows I understand that (1)  
my contributions will be used for political purposes to advance the interests of the members  
of UNITE HERE, their families, and all workers, including support of State and Local  
candidates and political committees and addressing political issues of public importance;  
(2) this authorization is voluntary, and contributing to the MN State Council of UNITE HERE

*Unions Political Action Committee is not a condition of membership in UNITE HERE or any of its affiliates, or a condition of employment; (3) I may refuse to contribute without reprisal; (4) any guideline contribution amounts proposed by UNITE HERE are only suggestions; I may contribute more or less than those amounts, and I will not be favored or disadvantaged by UNITE HERE or the employer because of the amount of my contributions or my decision not to contribute; and (5) only union members and executive/administrative staff who are U.S. citizens or lawful permanent residents are eligible to contribute. Contributions or gifts to the MN State Council of UNITE HERE Unions Political Action Committee are not deductible for federal income tax purposes. This authorization shall remain in effect until revoked in writing by me. This authorization shall apply while I am employed by my current employer and while I am employed by any future employers that have contracts or bargain collectively with UNITE HERE Local 17.*

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

Voluntary Political Deduction -The Employer shall deduct and transmit to the MN State Council of UNITE HERE Unions Political Action Committee the amount of contribution specified, at a flat dollar amount, for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by the MN State Council of UNITE HERE Unions Political Action Committee. These transmittals shall occur no later than the twenty-fifth (25th) day of the following month and shall be accompanied by a list setting forth as to each contributing employee their name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Employer's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. The company shall send these transmittals and this list to: Treasurer, MN State Council of UNITE HERE Unions Political Action Committee, 312 Central Ave Suite 444, Minneapolis, MN 55414.

6.7 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 6 or in reliance of any authorization or list which shall be furnished to the Employer by the Union under any of such provisions.

6.8 Union Visitation. Union representatives and officers shall be privileged to visit the non-public premises of the Employer, generally non-working areas, at all reasonable hours for the transaction of official Union business. Whenever possible union officers and representatives shall call or email at least two (2) hours ahead and shall notify the designated management representative of their presence upon the premises and shall not interrupt employees while working.

6.9 Union Stewards. The Employer recognizes the right of the Union to select Shop Stewards. The Union shall notify the Employer in writing of the names of the Shop Stewards. All Shop Stewards 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 this Agreement. Shop Stewards shall not interrupt employees while working. Union Stewards shall be entitled to assist in the handling of grievances during mutually

agreeable times. When management requests that Stewards participate in grievance meetings during Stewards regular work shift, such meeting time will be considered hours worked. Stewards shall not, however, interfere with the management of the business or direct the work of any employee regardless of whether they believe a grievance exists. Only the General Manager or their designee and the Union's principal officer shall have the authority to alter or modify any terms or provisions of this Agreement. Such changes shall be in writing and signed by both parties.

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

6.11 Bulletin Boards. Employer agrees to provide a space in which the Union may place a secure (glass enclosed with lock) bulletin board for the posting of all Union communications in a conspicuous area frequented by employees. The bulletin board shall be monitored by the Union to ensure posted material is not detrimental to the labor management relationship.

6.12 Union Buttons. Employees may wear an official union button and/or official steward button except where the uniform standards preclude the wearing of any buttons, nametags, ribbons, etc. The button shall be no larger than the current version of the official button.

6.13 Copies of Agreement. The Employer agrees to make available electronically the Employer's handbook and/or rules and the collective bargaining agreement. If an employee requests a paper copy of the collective bargaining agreement, the Union will provide.

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

## ARTICLE 7 PAY AND GRATUITIES

7.1 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 fringe benefits provided for in this Agreement or of wages now prevailing established by prior agreements or by past practice.

7.2 Statement of Wages. The Employer shall make available to each of its employees at the time of payment of wages, a statement showing the name of the Employer, name of employee, hours worked at straight-time pay, hours worked at premium or overtime pay, rate(s) of pay, PTO pay, holiday pay, PTO accrual, and authorized deductions.

### 7.3 Gratuities

7.3.1 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.

7.3.2 Where a service charge is placed on a guest's bill, the bill will also include a place for the guest to add a gratuity.

7.3.3 Employees shall reimburse the Employer tips paid on returned credit card charges, provided proof of guest's failure to pay Employer is shown to the employee.

7.3.4 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."

7.3.5 Employees will receive all charged gratuities on regular payroll checks.

## ARTICLE 8 HOURS OF WORK, OVERTIME AND 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 10 on Seniority.

8.2 Standard Workweek. The Employer's standard workweek for overtime pay computation purposes shall be one hundred and sixty-eight (168) consecutive hours beginning at approximately the end of the overnight shift on Friday morning through the corresponding time the following Thursday/Friday morning. The Employer agrees to notify the Union of any change in the standard workweek. The Employer shall attempt to schedule employees for five (5) consecutive days where reasonably possible to do so.

8.3 Standard Workday. The standard workday shall be a regularly scheduled eight (8) working hours within eight and one-half (8-½), or a regularly scheduled ten (10) hours within ten and one-half (10-½) on the Employer's premises. Whenever practical, split shifts will not be used, except in banquets.

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

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 offered based on seniority (volunteers based on highest seniority, required based on

lowest seniority) of those employees performing the work on the shift for which the overtime is required. The Employer shall give as much notice as possible, however employees required to work overtime with less than two (2) hours' notice will be allowed fifteen (15) minutes paid time to make necessary arrangements to accommodate the overtime.

8.5 Overtime Pay. 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. Bargaining unit 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 nine (9) hours per day. However, any shift that begins prior to 12 midnight, but ends after 12 midnight, shall be treated as one day for purposes of computing pay rates.

8.7 Premium Pay for 7<sup>th</sup> Day. All bargaining unit employees, except banquet, shall receive premium pay at a rate of time and one-half (1½) their regular straight time rate of pay for all hours worked on the employee's seventh (7<sup>th</sup>) consecutive day of work. This provision does not apply to banquet employees. No employee shall be guaranteed work on the seventh (7<sup>th</sup>) consecutive day.

8.8 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.

8.9 Replacements. Once the schedule has been posted, management shall be responsible for scheduling replacements in the case of sickness, injuries. If an employee proposes a replacement such substitute shall be approved in advance by the manager.

8.10 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.

8.11 Meetings. An employee who attends a mandatory employer meeting, including compliance trainings, 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 a minimum of three (3) hours pay. 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 seventh (7<sup>th</sup>) day premium pay or daily overtime payment.

8.12 Time Off. Employees shall have the right to request to take that portion of the workday off without pay 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.

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

8.14 Rest Breaks. The Hotel shall continue to provide two (2) fifteen (15) minute paid breaks during each eight (8) hour shift.

8.15 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 Company shall inform the union of any increase and the reason therefore.

8.16 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 wage rate for the new classification or combination shall be pursued through the Grievance and Arbitration Procedure in Article 10.

8.17 Rate of Pay. 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.

8.18 Full-Time Payroll Employees. Regular full-time payroll employees are employees who have completed their probationary period and work a minimum of twenty-two (22) hours a week. Notwithstanding the foregoing, for purposes of the PTO Policy, all employees shall be deemed full-time if they work, on average, a minimum of thirty (30) hours a week.

8.19 Unauthorized Deductions Prohibited. In accordance with applicable laws, Employer shall not make unauthorized deductions from an employee's wages.

8.20 Work Schedules. Employer will post work schedules by 2:00 pm on Monday, prior to the following workweek commencing on Friday. An employee will have until 2:00 pm on Wednesday to advise their manager of any error in the schedule.

8.21 Translation Pay. Employees who are assigned by the employer to perform translation services during an employee meeting will receive a ten-dollar (\$10.00) fee in addition to their regular wage.

## ARTICLE 9 MEALS & UNIFORMS

### 9.1 Meals.

a) 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. 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. Employees are responsible for clocking in and out at the beginning and end of each thirty (30) minute break. Employee meals must be taken at least one (1) hour before the end of the shift.

b) The Employer shall continue its practice of providing meals to on-duty Employees.

9.2 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. The Employer shall replace uniforms as needed in a timely manner.

Uniforms shall be designed and maintained in such a manner as to account for the conditions in which employees work, the tasks they perform, and safety and health issues.

9.3 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 hourly rate of pay is that rate reflected on the Schedule of Wages in Appendix A.

9.4 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.

9.5 Stewarding. Water repellant aprons and gloves will be available to those working in the dish area.

## ARTICLE 10 SENIORITY

10.1 Definition. Seniority shall mean continuous length of service in the establishment from first day of work in the classifications covered by this Agreement after completing probation. Such classifications are set forth in Appendix 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.

10.2 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.

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

10.4 Probation Period - New Classification. An employee promoted to a higher classification shall serve thirty (30) 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. Employees so returning to previous work shall suffer no loss of seniority.

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

a) Layoff and Recall. In the event of layoffs, probationary employees shall be laid off first. If further layoffs are necessary, the layoffs shall be according to seniority within a job classification; the last person hired shall be the first laid off, provided that the remaining employees are qualified to immediately and satisfactorily perform the work available without additional training. In the event of



recall, employees shall be recalled in the reverse order of layoff subject to the same conditions.

b) Scheduling of PTO.

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

d) All Employees will be required to work at least two (2) holidays per year. Employees may exercise their seniority to not work a particular 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) 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. Where practical, senior full-time employees who are presently qualified will be provided the opportunity to receive the maximum number of available hours on the work schedule up to eight (8) hours per day, forty (40) hours per week. Senior employees may not claim part of a shift, and may claim shifts only when they become available on regular basis. Employees shall not be permitted to establish their own work schedules, nor shall they be permitted to work overtime without specific approval of their supervisor. Nothing herein shall be interpreted as a guarantee of a minimum number of hours or days of work. Schedules will be determined based on seniority, then availability. Employees may request to change their availability at any time with written notice to the Employer, subject to Employer's reasonable approval based on operational needs. Notwithstanding the foregoing, under no circumstance is the Employer obligated to honor availability changes retroactively, i.e., after schedules for a week are completed.

f) Promotion, demotion or transfer to new job openings, subject to § 10.11.

g) Upon request in writing, any employee scheduled less than five (5) days per week may exercise their seniority for five (5) days of work per week when additional shifts become vacated on a regular basis, unless such shifts are eliminated. Nothing herein shall be interpreted as a guarantee of a minimum number of hours or days of work.

h) 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 of § 8.10, the available work requires the use of overlapping schedules or a split shift or where such scheduling is otherwise not practical in the Employer's operations.

i) Preferred days of the week off shall be determined based on seniority; however, scheduling shall be based on staffing and operational needs and employees are not guaranteed to have certain day(s) of the week included or excluded from their schedule.

10.6 Cross Training. In an effort to maximize the schedules of all full-time and regular part-time employees, voluntary cross-training will be developed and utilized. Employees working outside their classification shall be considered "casual" employees and shall have no seniority rights in such classification unless regularly and routinely scheduled for a minimum of one hundred eighty (180) days.

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

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

10.9 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 or retiring.
- 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 the reasons for the absence.
- h) 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.

10.10 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 subject to § 9.4. If qualifications are equal, seniority shall prevail. The job opening may be filled from any source on a temporary basis during its vacancy. Trainer positions will be filled by the most qualified applicant, as determined by Employer, without regard to seniority. A successful bidder shall not bid for another job for six (6) months.

10.10.1. Denial of Promotion/Transfer. If a bargaining unit member is denied a job transfer or promotion, upon their request, the Employer will meet with the employee to discuss the reasons for the selection and discuss preparing the employee for future opportunities.

10.11. 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 and at reasonable intervals thereafter at the written request of the Union. 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.

10.12 Bumping shall not be permitted except in case of layoff.

10.13 Filling of Job Vacancy – No Bidders or No Qualified Bidders. If there are no bidders or no qualified bidders, as determined by the Employer, Employer may offer the job to any employee it deems qualified or hire a new employee for the job.

## ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE

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

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

Step 2 If the grievance is not satisfied in Step 1, the aggrieved employee or a representative will notify Human Resources of the matter within three (3) business days. Human Resources will respond within three (3) business days.

Step 3 If the grievance is not satisfactorily settled in Step 1 or Step 2, the aggrieved employee or the Union shall, within fourteen (14) days from the date in which the incident which gave rise to the grievance occurred, establish a written grievance provided to Human Resources. Failure to file such grievance within fourteen (14) calendar days but not to exceed twenty (20) calendar days (applicable only if Step 1 and Step 2 are followed), shall be considered without merit and it shall be barred from further consideration. The fourteen (14) calendar day requirement may be waived if mutually agreed upon.

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 4 The representative or representatives of the Employer will confer with the Union Steward and/or Union representative 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.

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

11.3 Arbitration Procedure. If the grievance cannot be satisfactorily settled by the above steps of the grievance procedure, the Union may request arbitration by giving the Employer written notice of its desire to arbitrate within twenty-eight (28) calendar days after the Employer 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 Union shall request the Federal Mediation and Conciliation Service (with a copy of such request to the Employer) 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, two (2) names from the list of seven (7) persons, the complaining Party having the first strike. The person remaining on the list after each Party has exercised their strikes shall become the Arbitrator. 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.

11.4 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 employee(s) involved. The Employer, the Union and the aggrieved employee shall comply in all respects with the result of such decision reached. The Parties agree that such decision shall be enforceable in a court of law.

11.5 Arbitrator Limitations. Only one grievance may be decided by the Arbitrator at any hearing; however, the parties may agree to waive this requirement. The Arbitrator shall not have the power to add to, ignore, or modify any of the terms, conditions or sections of this Agreement. Their decision shall not go beyond what is necessary for the interpretation and application of this Agreement in the case of the specific grievance at issue. The Arbitrator shall not substitute their judgment for that of the Parties in the exercise of rights granted or retained by this Agreement. The Arbitrator shall render no award which shall be retroactive beyond the date the grievance was originally filed with Employer, or impose any liability not explicitly expressed herein.

11.6 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.

11.7 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 before attempting to take the matter elsewhere.

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

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

11.10 Extension of Time Limits. The time limit to present or appeal a grievance may only be extended by mutual written agreement.

## ARTICLE 12 DISCIPLINE AND DISCHARGE

12.1 Discipline and Discharge. The Employer will discipline employees for just cause only. Discipline will normally be in the following form. Provided, however, that in cases of serious misconduct the Employer may skip one or more of the below noted steps, subject to the Union's right to review pursuant to the grievance and arbitration procedure:

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

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

12.3 Warning Notice Duration. 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 a similar nature.

12.4 Suspension and Discharges. All suspensions and discharges will be in written form and copies will be mailed to the Union immediately upon issuance of such notices. Discharges will be preceded by a suspension during which an investigation of the incident leading to the discharge will be conducted. No employee shall be placed on suspension pending investigation status longer than five (5) business days. When issues are brought to Human Resources they will be responded to within five (5) business days.

12.5 Disciplinary Meetings. In the event a meeting is held for disciplinary purposes, the affected employee shall have the right to request to have a Union steward and/or Union representative present. All such requests will be granted. If a union representative is unavailable, and the Employer determines in its reasonable discretion that time is of the essence to hold the meeting, the union representative shall accommodate Employer's request to be present via telephone or video conference. Notwithstanding the foregoing, if a union representative is unavailable for more than twenty-four (24) hours, the Employer may proceed with the disciplinary meeting.

12.5.1 Interpreters. Upon the request an employee, the Employer shall provide interpreters for employees not fluent in English during any investigate interview that the may lead to discipline or discharge. The Union shall endeavor to provide an interpreter if the Employer does not have someone available.

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

12.6 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.

12.7 Availability of Rules. The Employer shall make copies available if requested. The Employer's rules shall not conflict with this Agreement.

12.8 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 their own time.

## ARTICLE 13 LEAVES OF ABSENCE

13.1 Leaves for Personal Reasons. Any Associate desiring a leave of absence from the job because of personal or family medical circumstances must first secure written permission from the Employer. Employees who have worked more than one year for Employer shall be allowed up to three (3) months leave; employees who have worked more than two (2) years for Employer shall be allowed up to six (6) months leave; and Employees who have worked more than five (5) years for Employer will be allowed up to twelve (12) months leave. Leaves of absence shall be without pay. During a leave of absence, the Associate shall not engage in gainful employment. The Associate 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 Associate involved. PTO, or other benefits shall not accrue during the leave unless the leave is for thirty (30) days or less. Notwithstanding any provision to the contrary, the foregoing leave shall run concurrently with any leave provided under Section 13.2.

13.2 Leaves for Injury and Sickness – Medical and Family Leave. Employees who have completed their probationary period shall be granted unpaid personal medical leave for up to twelve (12) months when they are unable to perform the functions of their position due to personal illness or injury. Provided, however, that employees who have completed their probationary period but have not yet worked at least 1,040 hours shall be granted unpaid personal medical leave up to a maximum of ninety (90) days. If medically necessary, medical leave may be taken on an intermittent or reduced schedule basis, consistent with the Family and Medical Leave Act. Medical certification shall not be

required for illness or injuries of short duration, i.e., of up to three (3) days. For longer leaves, the Employer may require medical certification to support a claim for medical leave for an employee's own serious health condition or for Family and Medical Leave Act leave taken to care for a family member with a serious health condition. For medical leaves in excess of thirty (30) days, employees shall be required to submit periodic medical certifications for each successive thirty (30) day periods. Employees ready to return to work from a personal medical leave in excess of three (3) days shall furnish the Employer with medical certification that they are fit to return to the duties of their job. The Employer will have up to seven (7) days after notification in which to reinstate the employee.

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

13.4 Maternity Leave. An employee shall be granted maternity leave without pay on the same basis as the leaves set forth in 12.2 above. While the employee continues to work, the Employer may require a written statement from their physician as to how long they may work without endangering their health or that of the unborn child and their continuing ability to perform fully all the duties of their job.

13.5 Child Care Leave. An employee shall be granted an unpaid childcare leave of absence of up to six (6) months in connection with the birth or adoption of their child. When possible the employee shall notify the Employer of such intent at least thirty (30) days prior to the leave.

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

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

a) Available for Work and Notice. The employee must be available for work on the regular workday immediately preceding and following jury duty; and must notify the Employer prior to jury service and at the end of each week of jury duty.



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

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

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

#### 13.8 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 their seniority during the period of leave. Upon completion of service in the Union, the employee shall be returned to their former job as provided in the Return from Leave section, provided the employee notifies the Employer of such return within ninety (90) calendar days after completion of Union service.

13.9 Bereavement Leave. In the event of a death in the family, all full-time Employees shall, upon request, receive three (3) days of paid leave; part-time Employees shall, upon request, receive one (1) day of paid leave. If an employee needs additional time, they may use PTO. Family members covered by this policy are defined as the following persons: mother, father, mother-in-law, father-in-law, spouse, child or sibling, grandchild, grandparent and domestic partner. Evidence of death will be required. Special circumstances will be reviewed by the Employer's General Manager. Tipped employees shall be paid the same adjusted rate as for PTO and non-worked holidays.

### ARTICLE 14 IMMIGRATION

14.1. Change of Immigration Status. No Employee shall suffer a loss of seniority, compensation, or benefits due to a change in immigration status or social security number, provided the employee can present documented proof of their legitimate employment status will be reinstated to employment consistent with the leave provisions of the contract. The Employer agrees to work with government agencies and the Union when such situations arise.

#### 14.2. Workplace Immigration Enforcement.

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

b) The Employer shall permit inspection of I-9 forms by DHS or DOL only after a minimum of (3) three days written notice or other such period of time as provided by law or where such inspection is otherwise in accordance with the provisions of this Section. The Employer also shall permit inspection of I-9 forms where a DHS search and/or arrest warrant, administrative warrant, subpoena or other legal process signed by a federal judge or magistrate specially names employees or requires the production of I-9 forms. The Employer shall not provide documents other than the I-9 forms to DHS for inspection or reveal to the DHS the names, addresses or immigration status of any employees in the absence of a valid DHS administrative subpoena, or a search warrant or subpoena signed by a federal judge or magistrate or where otherwise required by law or it is otherwise deemed by the employer to be appropriate under the circumstances.

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

#### 14.3 Reverification of Status

a) The Employer will provide an employee with a least sixty (60) days' notice that the documents provided by the employee demonstrating work authorization are scheduled to expire and that the employee will need to re-verify their I-9 documentation and provide valid evidence of continued work authorization. Such notice will be provided to an employee through an electronic message to the employee's account in the Employer's human resource system. If the human resource system is unavailable, the Employer may provide notice to the employee at the time clock, by mailing a notice to the employee's address on file, and/or by direct communication from the employee's manager or human resources office.

b) The Employer shall not retain in its files copies of the identity and work authorization documents presented by the employee.

c) The Employer shall not require or demand proof of immigration status, except as may be required by 8 USC 1324a (1)(B) and listed on the back of the I-9 form or as otherwise required by law.

d) In the event of a sale of the business of its assets, the Employer shall offer to transfer the I-9 forms of its employees to the new employer or, at the Employer's option, to jointly maintain the I-9 forms of its employees with the successor employer for the period of three (3) years, after which the successor employee shall maintain said forms.

e) The Employer shall not take adverse employment action against a non-probationary employee based solely on the results of a computer verification of immigration or work authorization status.

14.4. Social Security Discrepancies. In the event that the Employer receives notice from the Social Security Administration ("SSA") that one or more of the employee names and social security numbers ("SSN") that the Employer reported on the wage and tax statements (Forms W-2) for the previous tax year do not agree with the SSA's records, the Employer agrees to the following:

a) Provide a copy of the notice to the employee and the Union upon receipt;

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

c) The Employer agrees that it will not require employees listed on the notice to bring in a copy of their social security card for the employer's review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status solely as a result of the receipt of a no-match letter, unless otherwise required to avoid risk of prosecution; and

d) The employer agrees not to contact the SSA or any other government agency, solely as a result of receiving a no-match from the SSA.

14.5. Seniority and Leave of Absences for Immigration Related Issues.

a) Upon request, employees shall be released for up to five (5) unpaid working days per year during the term of this Agreement in order to attend to DHS proceedings and any other related matters for the employee and the employee's immediate family (parent, spouse, and/or dependent child). The Employer may request verification of such leave.

b) The Employer shall not discipline, discharge, or discriminate against any employee because of national origin or immigration status, or because the employee is subject to immigration or deportation proceedings, except as required to comply with the law. An employee subject to immigration or deportation proceedings shall not be discharged solely because of pending immigration or deportation proceedings, so long as the employee is authorized to work in the United States.

c) If an employee obtains appropriate work authorization within five (5) years after losing work authorization status solely as a result of change in DACA, DAPA or TPS status, the employee must provide documentation of the work authorization and return to work within six months after obtaining it or forfeit the leave provided in this subsection. The reinstated employee will displace the least senior employee in the employee's former job classification. An employee will not accrue PTO or the other benefits based upon particular Plan policies during such absence.

d) In the event that an employee has a problem with their right to work in the United States, after completing their introductory or probationary period, the Employer shall notify the Union in writing, and upon the Union's request, agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached. Whenever possible, this meeting shall take place before any action by the Employer is taken.

e) In the event that an employee does not provide adequate proof that they are authorized to work in the U.S. following their probationary or introductory period, and their employment is terminated for this reason, the Employer agrees to immediately reinstate the employee to their former position, without loss of prior seniority (but length of service for PTO or other benefits does not continue to accrue during the period of absence) upon the employee providing proper work authorization within twelve (12) months from the date of termination.

f) If the employee needs additional time, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of twelve (12) additional months. The parties agree that such employees would be subject to a probationary period in this event.

g) The Employer will furnish to any employee terminated because they have not provided adequate proof, they are authorized to work in the U.S. a personalized letter stating the employee's rights and obligations under this section.

ARTICLE 15  
PERSONAL TIME OFF (PTO)

15.1 Employer's PTO Policy. Employees are entitled to paid time off (PTO) to take time off for vacation and other personal reasons, including those permitted by the Minneapolis' Sick and Safe Time Ordinance (MSSTO). PTO will be administered in accordance with the Employer's PTO Policy attached as **Addendum B**. The provisions of this Article 15 supplement the PTO Policy; to the extent of any provision in this Article 15 that is inconsistent with or contradicts the PTO Policy, the provision in this Article 15 shall control.

15.2 Eligibility. 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.

15.3 Safe and Sick Time. In addition to using PTO for vacations, all employees may use accrued PTO for the following reasons permitted by the MSSTO:

a) An employee's (1) mental or physical illness, injury, or health condition; (2) need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or (3) need for preventive medical or health care.

b) The care of an employee's family member: (1) with a mental or physical illness, injury, or health condition; (2) who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or (3) who needs preventive medical or health care.

c) An absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is to: (1) seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking; (2) obtain services from a victim services organization; (3) obtain psychological or other counseling; (4) seek relocation due to domestic abuse, sexual assault, or stalking; or (5) take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking.

d) The closure of the employee's place of business by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material or other public health emergency.

e) To accommodate the employee's need to care for a family member whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material or other public health emergency.

f) To accommodate the employee's need to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected closure.

15.3.1 Notice to the Employer. If the need for use of PTO pursuant to the MSSTO is foreseeable, the employee must provide seven (7) days' advance notice to their manager. If the need to use PTO pursuant to the MSSTO is not foreseeable, the employee must give notice to their manager as soon as practicable.

15.3.2 Documentation. If an employee uses PTO pursuant to the MSSTO for more than three (3) consecutive days, the employee is required to provide reasonable documentation that the absence was for a reason permitted by the MSSTO.

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

15.5 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.

15.6 Tipped Employee PTO Adjustment. In addition to their regular hourly rates, tipped employees working in the classifications of guest services (bell/door/valet), cocktail server, restaurant server, bartender, regular banquet server, banquet captain, room serve waiter, and room service captain shall be compensated at the rate of six dollars and fifty cents (\$6.50) per hour for all PTO hours paid.

15.7 Full-time Status. All employees as of the November 1, 2024, shall be grandfathered into full-time status for PTO accrual regardless of average hours worked until end of employment. Employees who are rehired after November 1, 2024 are not eligible for guaranteed full-time status under this subsection.

15.8 Accrual Schedule. All employees as of November 1, 2024, shall be eligible for the following accrual schedule:

<i><b>Service Years</b></i>	<i><b>Accrual Rate per Hour</b></i>	<i><b>Annual PTO Accrual Cap*</b></i>	<i><b>PTO Balance Cap*</b></i>
Hire - up to 1 year	.04616	Up to 12 days (96 hours)	Up to 12 days (96 hours)

Years 1 - 4	.07307	Up to 19 days (152 hours)	Up to 17 days (136 hours)
Years 5 - 19	.09230	Up to 24 days (192 hours)	Up to 27.5 days (220 hours)
Year 20 +	.11154	Up to 29 days (232 hours)	Up to 33.75 days (270 hours)

15.9 Holiday Cash Out. All employees as of November 1, 2024, shall be permitted to cash-out eight (8) hours of PTO on the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Associates must work the holiday in order to utilize the cash-out set forth in the foregoing provision.

15.10 Holiday Administration. All employees as of November 1, 2024, may request human resources to submit a PTO cash-out request on their behalf, so as to automatically pay 8 hours for the selected holiday. Requests must be done in writing and submitted to human resources by December 15, 2024. Additionally, if the employee requests humans resources to stop the automatic submissions under this subsection, they will not be able to resume the practice.

## ARTICLE 16 MEDICAL, DENTAL, DISABILITY & LIFE

16.1 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. The Employer agrees to contribute to the Fund for each hour paid in the previous month (e.g., May contributions based on April hours) to all employees under the jurisdiction of this Agreement:

<u>Effective Date</u>	<u>Hourly Contribution Amount to Fund</u>
May 1, 2024	Four dollars and twenty six cents (\$4.26)
May 1, 2025	Four dollars and fifty cents (\$4.50)
May 1, 2026	Four dollars and eighty (\$4.80)

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 17.1(a).

16.2 Bound to Trust Agreement. The Employer acknowledges that in carrying out the terms and provisions of this Agreement, it shall be bound by all the terms and provisions of the Agreement and Declaration of Trust, covering the Greater Metropolitan Hotel Employers Employees Health and Welfare Fund and the parties, by this Agreement incorporate by reference all the terms and provisions of said Agreement and Declaration of Trust as though fully set forth herein together with such amendments as may be made thereto. The Employer agrees to execute a participation agreement effective as of the effective date of this Article 16.

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

16.4 Delinquency Enforcement. In enforcing the Employer's obligation set forth in this Article after due notice to the Employer of their delinquency, neither the Union nor the Fund shall be obligated to invoke or exhaust the Grievance and Arbitration Procedure set forth in Article 11 prior to initiating an action for legal and/or equitable relief.

16.5 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 16.

16.6 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.

16.7 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.

16.8 Legal Compliance. The Union will ensure that, prior to November 1 of each year, the Employer will receive a letter from the Fund stating that the Fund will be in compliance with the Patient Protection and Affordable Care Act ("PPACA") for the following year. If the Employer fails to receive such letter, or if the Fund is not in



compliance, the Employer may re-open this Agreement and the parties shall negotiate provision(s) to allow the Employer to comply with the PPACA.

## ARTICLE 17

### 401(K)

Effective the first month after signing this Agreement, all employees covered by this Agreement shall be permitted to participate in the Labor Unions 401(k) Plan ("Plan") through regular payroll deduction. If an eligible employee chooses to contribute to the Plan, the Employer shall match fifty percent (50%) of the employee's contribution up to four percent (4%) of the employee's wages, for a maximum match of two percent (2%). Any questions relating to the administration of this program or changes to the program are specifically excluded from the grievance and arbitration procedures contained in this Agreement. Questions relating to an individual's participation in the program may be resolved through the Grievance and Arbitration procedure.

## ARTICLE 18

### MINNESOTA HOSPITALITY TRAINING TRUST FUND

18.1 Generally. The Employer agrees to contribute to and support a hospitality training trust, namely, Minnesota Hospitality Training Trust Fund (the "Training Fund"). The Employer will contribute to the Training Fund at the rate of five cents (\$0.05) for each hour worked by employees under jurisdiction of this Agreement.

18.2 Bound to Trust Agreement. The Employer hereby acknowledges that, in carrying out the terms and provisions of this Agreement, the Employer shall be bound by all the terms and provisions of the Restated Agreement and Declaration of Trust of the Minnesota Hospitality Training Fund, dated April 4, 2019 (the "Trust Agreement"), and the parties, by this Agreement, incorporate by reference all the terms and provisions of the Trust Agreement as though fully set forth herein together with such amendments as may be made thereto.

18.3. Timely Contributions. All contributions shall be made as described in this Agreement at such time and in such manner as the trustee of the Training Fund (the "Trustees") require. The Trustees may at any time conduct an audit in accordance with provisions set forth in the Trust Agreement or other rules and regulations that may, from time to time, be adopted by the Trustees.

18.4 Delinquent Payments. The failure, refusal, or neglect of the Employer to report and pay the Training Fund the contributions required herein on or before the 10th of the month following the month in which the employee worked, shall subject the Employer to liability for the principal and in addition, liquidated damages of twelve percent (12%) of the delinquency, eight percent (8%) interest on the delinquency and reasonable attorney fees and costs incurred in the collection of the delinquency. In the event that an employee working under the jurisdiction of this Agreement is rendered ineligible to receive benefits by virtue of the Employer's failure to pay the contribution required herein, the

Employer shall be liable and responsible for any claim for benefits to which the employee would otherwise have been entitled.

18.5 Enforcement. In enforcing the Employer's obligation set forth in this Article 18, after due notice to the Employer of its delinquency, neither the Union nor the Training Fund shall be obligated to invoke or exhaust the grievance and arbitration procedure set forth in Article 11 prior to initiating an action for legal and/or equitable relief.

## ARTICLE 19 MEDICAL EXAMINATIONS

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

## ARTICLE 20 DEPARTMENT-SPECIFIC PROVISIONS

### **BANQUET DEPARTMENT**

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

20.1.1 Banquet Employees Seniority and Scheduling. The Employer shall maintain a list of all regular banquet captains, servers and banquet bartenders who work on a full-time basis for the Hotel and a list of all banquet service employees who work on an on-call basis for the Hotel. To the extent practicable, the Employer shall divide available work equally among regular banquet service employees.

20.1.2 Banquet Service Charges. See side letter.

20.1.3 Service Charge on Complimentary, Discounted Functions. For promotional, complimentary, discounted, or in-house functions, employees will be paid a service charge as provided in Section 21.1.2 based on the retail price.

20.1.4 Action Stations. Banquet servers may be assigned to serve food at banquet action stations (e.g., carving or salad station) unless it involves cooking (e.g., omelet or pasta station). If a banquet server is assigned to an action station for one or more hours, a fee of seventy-five dollars (\$75) shall be included in the service charge pool.

20.1.5 Corkage Fee. A service charge or corkage of three dollars (\$3.00) for guest-supplied wine shall be included in the service charge pool.

20.1.6 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.

20.1.7 Room Set Up. A fee of twenty dollars (\$20) shall be paid in to the service charge pool for room set up with water stations when the event has one hundred (100) or more attendees.

20.1.8 Buffet Refresh. A fee of one hundred dollars (\$100) shall be paid in to the service charge pool for any buffet refresh necessary on or after two hours from the commencement of the scheduled buffet service.

### **CULINARY**

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

20.2.1 Shoe Reimbursement. Kitchen positions, including stewards, shall receive sixty dollars (\$60.00) per year shoe reimbursement.

### **GUEST SERVICES**

20.3 The Employer shall endeavor to secure a portorage fee for all tour luggage brought in and out of the hotel. The Employer shall recommend to tour groups minimum portorage of four dollars (\$4.00) per bag. Where a group requires other special deliveries to rooms, the Employer shall recommend to the group a fee of four dollars (\$4.00) per delivery. Such fees that are collected shall be distributed to the guest services (bell/door/valet) employees that deliver the luggage.

### **RESTAURANT SERVERS**

20.4 Restaurant Server Compensation. If the Employer wishes to change the method of compensation for restaurant service persons, the Employer agrees to negotiate with the Union and reach prior agreement before any such change is put into effect. In the event the Parties bargain to impasse, such unresolved issue shall be arbitrated in accordance with the arbitration procedure.

20.4.1 Coupon/Vouchers. Servers and bartenders shall be paid a service charge of twenty percent (20%) of the menu price (or menu price equivalent) on all food and beverage served in exchange for a coupon, voucher, or other complimentary program.

20.4.1.1 A twenty percent (20%) service charge will be automatically placed on all parties of six (6) or more.

20.4.1.2 A twenty percent (20%) service charge will be automatically placed on all Restaurant To-Go orders.

20.4.2 Outlet Buyouts. When a banquet function (as defined in Section 20.1) is held in an outlet, employees shall receive a banquet service charge as provided in Section 2.1.2, and any displaced outlet servers shall be given the first option to work the event.

20.4.3 Guest Seating. All guest parties shall be seated in rotation order so as to ensure a fair distribution of the workload, subject to guest requests and table availability.

## **HOUSEKEEPING DEPARTMENT**

20.5.0 Room Cleaning. Housekeeping employees shall not be required to clean in an eight (8) hour shift more than fifteen (15) rooms on Mondays through Fridays, fourteen (14) rooms on Saturdays, and thirteen (13) rooms on Sundays.

20.5.0.1 Suites shall count as two (2) rooms; rooms with tubs shall count as one and one-half (1-½ ) rooms; the large Concert Suite shall count as three (3) rooms.

20.5.0.2 Room Attendants assigned four (4) doubles shall drop one (1) room.

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

20.5.0.4 The Employer shall supply housekeeping services to occupied guest rooms daily, or as otherwise mandated by brand standards, upon which the Employer will notify the Union and bargain the impact of any material changes, if any.

20.5.1 Bought Rooms. In the event of unusual business, the Employer may require employees to clean more rooms. Room Attendants who clean more than the above-quota in the eight (8) hour shift in which the Employer requires more rooms to be cleaned shall be paid a bonus equal to twelve dollars (\$12.00) per room cleaned during such shift in addition to their base pay.

20.5.2 Extra Bed Pay. Room attendants shall be paid two dollars and fifty (\$2.50) for each rollaway/cot (a) made up in an occupied room, or (b) removed, remade, and put away.

20.5.3 Assistance. One houseperson shall normally be scheduled for every one hundred (100) checkout rooms. A room attendant may request assistance when non-routine work is quite difficult or requires heavy lifting. 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, chair, bathtub, or vanity.

20.5.4 Multiple Floors. The Employer shall, as much as possible, assign room attendants on one (1) floor or adjacent floors each day. Room attendants assigned on four (4) or more floor shall drop one (1) room.

20.5.5 Sections. The Employer will attempt to assign employees to the same general area on a weekly basis. Prevailing room attendant sections that do not include suites shall be assigned by seniority.

20.5.6 Vomit/Defecation. Any employee required to clean human or pet vomit or defecation inside the Hotel will be paid an additional twenty dollars (\$20.00) for such duty. Such pay will be subject to the approval of the Executive Housekeeper or manager and shall not be unreasonably denied.

Bargaining unit employees shall be provided training and personal protective equipment (PPE) for the clean-up and/or disposal of human waste, vomit, blood spill, or discarded syringes. Employees shall comply with the Employer's procedures, whenever they encounter human waste, vomit, blood spill or discarded syringes in the workplace, and shall immediately contact a responder whose duties require the disposal of such substance.

20.5.7 Sufficient supplies. Room attendants will not be disciplined for not finishing rooms if they are not provided sufficient supplies, linens, and equipment to do the work, provided the employee has given immediate notice to management of any insufficiency so that the problem can be rectified.

20.5.8 Gratuities. Gratuities left by guests in hotel rooms are for the exclusive benefit of room attendants.

20.5.9 Cleaning Supplies. A list of all cleaning products used by Employees will be provided to the Union once per year upon request.

20.5.10 Fitted Sheets. The Employer shall investigate the feasibility of using fitted sheets. If feasible, the Employer shall implement fitted sheets no later than December 31, 2021.

20.5.11 Renovations. In the event that the Employer renovates rooms, adds amenities to rooms, or makes any changes which would affect the daily workload of the room attendants, the Employer 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.

### **COAT CHECK**

20.6 Coat Check. Employee's working coat check will receive three dollars (\$3.00) above minimum wage or their regular rate (whichever is more favorable to the employee) plus tips.

### **IN ROOM DINING**

20.7.1 Room Service Servers shall receive twenty-five percent (25%) automatic service charge on all orders delivered by the room service department. In no event shall room service servers receive less than two dollars (\$2.00) on any single delivery of menu items, food and beverage deliveries to any one (1) room.

20.7.2 The In Room Dining employees will pool all service charges and distribute based on hours worked throughout the workweek.

20.7.3 The In-Room Dining employees will be responsible for maintaining a beverage station in an accessible guest area as determined by management. In exchange, the service charge pool will be increased by one hundred dollars (\$100) per workweek: fifty dollars (\$50.00) for water and fifty dollars (\$50.00) for coffee. Employer may eliminate either coffee or water at its sole discretion, in which case the service charge increase will be adjusted (or eliminated) accordingly.

20.7.4 No Third-Party Deliveries. The Employer shall not permit third-party food deliveries to guest rooms.

20.7.5 Restaurant Deliveries. In each instance where a Room Service Server delivers food to the restaurant due to the unavailability of a Restaurant Server, the tip attributable to such delivery shall be added to the In Room Dining service pool, and the tip pool will additionally receive fifty cents (\$.50) per such delivery.

### **ARTICLE 21** **STATE AND FEDERAL LAW**

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

21.2 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 22 PREGNANCY PROTECTION

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

## ARTICLE 23 PANIC BUTTONS/SAFETY

23.1 No later than December 31, 2020, the Employer shall provide a safety alarm to each employee assigned to work in a guest room without other employees present, at no cost to the employee. Each employee shall be required to carry the device with them at all times when working and to utilize such device when they believe there is an ongoing crime, harassment, or other emergency in the employee's presence. The devices shall be able to summon immediate on scene assistance to their location from another employee or security guard. The purpose of this section is to protect employee safety. The device may not be used to track or discipline for productivity-related issues. The employee in danger may cease work and leave the immediate area where the incident occurred to await the arrival of the employee or security personnel responsible for providing immediate assistance.

23.2 In the event that the Employer receives an accusation that a guest has made an unwanted sexual advance, request for sexual conduct, or other verbal or physical conduct of a sexual nature towards an employee or towards another guest of the establishment the Employer shall complete an incident report and shall investigate the accusation. At the conclusion of the investigation, the Employer shall take any appropriate remedial measures to protect its employees and guests. At the conclusion of the investigation, the Employer shall inform the complaining employee of the steps that were taken in response to the employee's accusation. Upon a reasonable request, the Employer shall reassign the employee to a different floor or work area away from the guest for the entire duration of the guest's stay.

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

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

23.5 There shall be no retaliation against any employee for seeking to enforce their rights under this Article 23 by any lawful means or for otherwise asserting their rights under this Article.

#### ARTICLE 24 EQUIPMENT

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

24.2 Defective Equipment. Employees shall report on forms supplied by the Employer all defects of equipment. In the event such reported defect affects safety, the Employer shall investigate the condition to determine its safety and, if necessary, effect repairs to operate such equipment. No employee shall be required to use equipment that they reasonably consider to be in an unsafe condition.

#### ARTICLE 25 TECHNOLOGICAL CHANGES AND AUTOMATION

25.1 Technological change includes, but is not limited to, the use of machines (including by way of example only, computers, robots, handheld devices, and tablets), automation, software, systems, programs, applications or other scientific advancements to replace or substitute for, improve, alter, increase or decrease, or evolve the type or manner of work performed by employees in the Employer's workplace.

25.2 The Employer will provide the Union fourteen (14) days' notice of upgrades, modifications, improvements, or extensions of technology currently in use by bargaining



unit employees. The fourteen (14) day notice requirement shall not apply to routine software or system upgrades.

25.3 The Employer shall give the Union as much advance notice as practical of any technological change before it is implemented. In the event the Employer intends to design such technological change, the notice shall be given before any design work on the technology is publicly announced and completed. The Employer shall explain to the Union the intended function of the technology, the nature of the technology and who will develop it, the timing of its planned implementation, and the expected work needed to implement the technology and keep it running. If the Union questions or objects to the change, the Employer shall promptly negotiate in good faith the foregoing matters with the Union. The Employer shall share prototypes with the Union, if necessary, subject to an appropriate confidentiality agreement.

25.4 If an agreement cannot be reached in the negotiations, the Employer may implement its final offer and the Union may choose to move the issue, as well as the impact and effects of the change, to arbitration as described in Article 11 of this Agreement.

## ARTICLE 26 ENGLISH AS A SECOND LANGUAGE

26.1 ESL Program. The parties agree to examine the feasibility of establishing an ESL program.

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

## ARTICLE 27 SAFETY

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

27.2 Safety Committee. The parties shall create a safety committee consisting of at least two (2) management representatives and two (2) bargaining unit employees. The committee shall meet at regular intervals to review, discuss, and make recommendations concerning cleaning products, safety, efficiency and suggestions for improving the cooperative working relationship between Employees and the Employer.

27.3 Right to Refuse Unsafe Assignment. An employee may refuse a work assignment if they have a reasonable good faith belief that such assignment subjects them to unusually dangerous conditions which are not normally part of the job. Prior to exercising their rights under this Section 27.3, the employee shall promptly notify management of the perceived unusually dangerous condition. The Employer may not discriminate or retaliate against an employee for exercising their rights.

27.4 PPE/ Safety Equipment. Appropriate PPE shall be provided at no charge to employees for all necessary work with/in hazardous conditions upon request.

## ARTICLE 28 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors, assigns, purchasers, lessees or transferee of the Employer whether such succession, assignment or transfer be affected voluntarily or by operation of law or by merger or consolidation with another company, provided the establishment remains in the same line of business.

## ARTICLE 29 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 30 TERM OF AGREEMENT

This Agreement shall commence upon full execution, and continue through November 1, 2026, and shall be automatically renewed from year to year thereafter, unless at least sixty (60) days prior to the termination date either party serves written notice upon the other by certified mail of a desire to terminate, change or modify this Agreement.

IN WITNESS WHEREOF, the Employer and the Union hereby execute, sign and attest to this Agreement this 20th day of December, 2024.

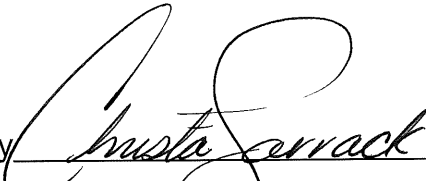
MARCUS BULLSEYE MGMT., LLC:  
CIO:

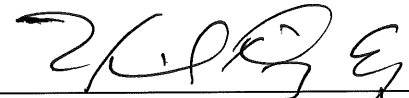
UNITE HERE LOCAL 17, AFL-



By Jim Waldvogel

Its General Manager

By   
Its President

By   
Its Vice President.

Schedule A  
**WAGES**

Classification	Service	5/1/23	Ratification	11/1/2024	5/1/2025	5/1/2026
<b>Room Attendant</b>	Start	\$16.18	\$18.28	\$18.65	\$19.49	\$19.88
	12 Months	\$17.19	\$19.42	\$19.81	\$20.70	\$21.12
	24 Months	\$18.20	\$20.02	\$20.42	\$21.34	\$21.77
	36 Months	\$19.22	\$20.57	\$20.98	\$21.92	\$22.36
	48 Months	\$20.23	\$21.24	\$21.67	\$22.64	\$23.09
<b>Self-Inspecting Room Attendant</b>	\$1.00 above applicable tenure step for Room Attendant					
<b>Housekeeping Public Space</b>	Start	\$16.18	\$18.28	\$18.65	\$19.49	\$19.88
	12 Months	\$17.19	\$19.42	\$19.81	\$20.70	\$21.12
	24 Months	\$18.20	\$20.02	\$20.42	\$21.34	\$21.77
	36 Months	\$19.22	\$20.57	\$20.98	\$21.92	\$22.36
	48 Months	\$20.23	\$21.24	\$21.67	\$22.64	\$23.09
<b>Housekeeping Houseperson</b>	Start	\$16.18	\$18.28	\$18.65	\$19.49	\$19.88
	12 Months	\$17.19	\$19.42	\$19.81	\$20.70	\$21.12
	24 Months	\$18.20	\$20.02	\$20.42	\$21.34	\$21.77
	36 Months	\$19.22	\$20.57	\$20.98	\$21.92	\$22.36
	48 Months	\$20.23	\$21.24	\$21.67	\$22.64	\$23.09
<b>Uniform Attendant</b>	Start	\$16.18	\$16.56	\$16.89	\$17.65	\$18.00
	12 Months	\$17.19	\$17.60	\$17.95	\$18.76	\$19.13
	24 Months	\$18.20	\$18.63	\$19.00	\$19.85	\$20.25
	36 Months	\$19.22	\$19.67	\$20.06	\$20.96	\$21.38
	48 Months	\$20.23	\$20.71	\$21.12	\$22.07	\$22.51
<b>Turndown Attendant</b>	Start	\$16.18	\$18.28	\$18.65	\$19.49	\$19.88
	12 Months	\$17.19	\$19.42	\$19.81	\$20.70	\$21.12
	24 Months	\$18.20	\$20.02	\$20.42	\$21.34	\$21.77
	36 Months	\$19.22	\$20.57	\$20.98	\$21.92	\$22.36
	48 Months	\$20.23	\$21.24	\$21.67	\$22.64	\$23.09
<b>Guest Services (Bell/Door/Valet)</b>		Minimum Wage Plus \$1.50				
<b>Front Office Agent</b>	Start	\$17.23	\$18.09	\$18.45	\$19.28	\$19.67
	12 Months	\$18.31	\$19.23	\$19.61	\$20.49	\$20.90
	24 Months	\$19.39	\$20.36	\$20.77	\$21.70	\$22.14
	36 Months	\$20.46	\$21.48	\$21.91	\$22.90	\$23.36

	48 Months	\$21.54	\$22.62	\$23.07	\$24.11	\$24.59
<b>Star Service Agent</b>	Start	\$17.19	\$18.05	\$18.41	\$19.24	\$19.62
	12 Months	\$18.26	\$19.17	\$19.56	\$20.44	\$20.85
	24 Months	\$19.34	\$20.31	\$20.71	\$21.65	\$22.08
	36 Months	\$20.41	\$21.43	\$21.86	\$22.84	\$23.30
	48 Months	\$21.48	\$22.55	\$23.01	\$24.04	\$24.52
<b>Cook 3</b>	Start	\$18.76	\$21.20	\$21.62	\$22.60	\$23.05
	12 Months	\$19.93	\$22.52	\$22.97	\$24.01	\$24.49
	24 Months	\$21.11	\$23.22	\$23.69	\$24.75	\$25.25
	36 Months	\$22.28	\$23.84	\$24.32	\$25.41	\$25.92
	48 Months	\$23.45	\$24.62	\$25.11	\$26.25	\$26.77
<b>Cook 2</b>	Start	\$19.84	\$22.42	\$22.87	\$23.90	\$24.37
	12 Months	\$21.08	\$23.82	\$24.30	\$25.39	\$25.90
	24 Months	\$22.32	\$24.55	\$25.04	\$26.17	\$26.69
	36 Months	\$23.56	\$25.21	\$25.71	\$26.87	\$27.41
	48 Months	\$24.80	\$26.04	\$26.56	\$27.76	\$28.31
<b>Cook 1</b>	Start	\$20.52	\$23.19	\$23.65	\$24.72	\$25.21
	12 Months	\$21.81	\$24.65	\$25.14	\$26.27	\$26.79
	24 Months	\$23.09	\$25.40	\$25.91	\$27.07	\$27.61
	36 Months	\$24.37	\$26.08	\$26.60	\$27.79	\$28.35
	48 Months	\$25.66	\$26.94	\$27.48	\$28.72	\$29.29
<b>Pastry</b>	Start	\$19.72	\$20.25	\$20.65	\$21.58	\$22.02
	12 Months	\$19.04	\$21.52	\$21.95	\$22.93	\$23.39
	24 Months	\$20.16	\$22.18	\$22.62	\$23.64	\$24.11
	36 Months	\$21.28	\$22.77	\$23.22	\$24.27	\$24.76
	48 Months	\$22.40	\$23.52	\$23.99	\$25.07	\$25.57
<b>Steward</b>	Start	\$16.18	\$18.28	\$18.65	\$19.49	\$19.88
	12 Months	\$17.19	\$19.42	\$19.81	\$20.70	\$21.12
	24 Months	\$18.20	\$20.02	\$20.42	\$21.34	\$21.77
	36 Months	\$19.22	\$20.57	\$20.98	\$21.92	\$22.36
	48 Months	\$20.23	\$21.24	\$21.67	\$22.64	\$23.09
<b>Host/Hostess</b>	Start	\$16.85	\$17.69	\$18.05	\$18.86	\$19.24
	12 Months	\$17.90	\$18.80	\$19.17	\$20.03	\$20.43
	24 Months	\$18.96	\$19.91	\$20.31	\$21.22	\$21.64

	36 Months	\$20.01	\$21.01	\$21.43	\$22.40	\$22.84
	48 Months	\$21.06	\$22.11	\$22.56	\$23.57	\$24.04
<b>Busperson</b>	Start	\$15.57	\$16.35	\$16.68	\$17.43	\$17.77
	12 Months	\$15.64	\$16.42	\$16.75	\$17.50	\$17.85
	24 Months	\$16.56	\$17.39	\$17.74	\$18.53	\$18.90
	36 Months	\$17.48	\$18.35	\$18.72	\$19.56	\$19.95
	48 Months	\$18.40	\$19.32	\$19.71	\$20.59	\$21.01
<b>Bartender - Day</b>		Minimum Wage				
<b>Bartender - Night</b>		Minimum Wage				
<b>Server - Day</b>		Minimum Wage				
<b>Server - Night</b>		Minimum Wage				
<b>Cocktail Server</b>		Minimum Wage				
<b>Room Service Server</b>		Minimum Wage				
<b>Room Service Captain</b>		Minimum Wage Plus \$0.75				
<b>Sr. Banquet Captain</b>		Minimum Wage Plus \$2.00				
<b>Banquet Captain</b>		Minimum Wage Plus \$0.75				
<b>Banquet Server</b>		Minimum Wage				
<b>Bar Captain</b>		Minimum Wage Plus \$1.75				
<b>Banquet Bartender</b>		Minimum Wage				
<b>Barista</b>		Minimum Wage				
<b>Banquet Houseperson</b>	Start	\$15.96	\$16.76	\$17.09	\$17.86	\$18.22
	12 Months	\$16.96	\$17.81	\$18.16	\$18.98	\$19.36
	24 Months	\$17.96	\$18.86	\$19.24	\$20.10	\$20.50
	36 Months	\$18.96	\$19.91	\$20.31	\$21.22	\$21.64
	48 Months	\$19.95	\$20.95	\$21.37	\$22.33	\$22.77

<b>Lead Banquet Houseperson</b>	<b>Start</b>	<b>\$16.95</b>	<b>\$17.80</b>	<b>\$18.15</b>	<b>\$18.97</b>	<b>\$19.35</b>
	12 Months	\$18.01	\$18.91	\$19.29	\$20.16	\$20.56
	24 Months	\$19.07	\$20.02	\$20.42	\$21.34	\$21.77
	36 Months	\$20.13	\$21.14	\$21.56	\$22.53	\$22.98
	48 Months	\$21.19	\$22.25	\$22.69	\$23.72	\$24.19

- Shifts scheduled to begin between 11:00 p.m. and 5:00 a.m. will receive a \$1.00 per hour differential.
  - Overnight Guest Services/IRD shall receive a \$3.00 per hour differential between 12:00 midnight and 5:00 a.m. Monday through Friday mornings.
- Overscale non-tipped employees will receive the same cents per hour increase as the scale.
- Employees at accelerated rates will receive their increases as they move to their next progression step.
- Employees will receive \$1.00 over their base rate for all hours spent training new hires, with prior management approval.

Upon full and final execution of this CBA, all Full-time non-tipped Employees shall receive a five-hundred-dollar (\$500) ratification bonus, including tipped Bell/Door/Valet employees. All Part-time non-tipped Employees shall receive a two hundred fifty dollars (\$250) ratification bonus, including tipped Bell/Door/Valet employees.

## **ADDENDUM A**

### **DRUG AND ALCOHOL TESTING**

This Drug and Alcohol Testing Addendum is intended to be in accordance with Minnesota law and with the terms of the Agreement.

#### **OBJECTIVE:**

The Employer strives to maintain a work environment free from the effects of drug and alcohol abuse for the protection of our customers, employees, and the community.

The Employer recognizes that alcoholism and other drug dependencies are behavioral/medical problems which can be treated.

#### **POLICY STATEMENTS:**

1. The possession, use, manufacture, transfer, or sale of illegal drugs during work hours, while operating an Employer vehicle or on Employer premises is prohibited. The Employer premises consist of all hotel property, including parking facilities. Employees violating this provision may be terminated.
2. Employees are not permitted to work under the influence of alcohol or any illegal drug. Employees violating this provision are subject to disciplinary action up to and including termination.
3. Abuse of legally prescribed drugs or controlled substances, or over-the-counter drugs, is prohibited because it may impair an employee's ability to perform their job responsibilities. Depending on individual circumstances, this abuse could result in termination.
4. Employees suffering from drug dependency are encouraged to seek medical treatment. The Human Resources representative may be contacted for referrals for evaluation and/or treatment facilities and the application of Employer medical benefits for evaluation and treatment. No employee may suffer reprisals as a result of seeking help. If an employee feels they have suffered reprisals, they should report it to the Human Resources representative immediately and an appropriate investigation and action will take place.
5. Every employee will be subject to this Drug and Alcohol Testing Policy and will be required to sign an Acknowledgment Form, Attachment A, which will be kept in the employee's personnel file. In addition, the Employer shall post notices in appropriate and conspicuous locations at each of its worksites that the Employer has adopted a Drug and Alcohol Testing Policy and that copies of the Policy are available for inspection during regular business hours by its employees and job applicants in the Employer's Human Resources office.



6. An employee may be required to undergo drug and alcohol testing when at least two (2) supervisors (if feasible) have reasonable suspicion that the employee:

- a) is under the influence of drugs or alcohol. Factors that may be considered in determining whether an employee is under the influence of drugs and alcohol include but are not limited to: evidence of repeated errors on the job, Employer rule violation, and unsatisfactory time and attendance patterns, if coupled with specific facts and rational inferences drawn from those facts that indicate possible drug use; or
- b) has violated the Employer's written Policy Statements (numbers 1, 2, or 3 above); or
- c) has had a personal injury while working or has caused a personal injury to another person; or
- d) has caused a work-related accident or was operating or helping to operate machinery, equipment or vehicles in a work-related accident.

Post-accident or injury testing will be conducted as soon as practical following the accident, but not later than thirty-two (32) hours following the accident.

7. Drug and alcohol testing will be accomplished by the collection of hair, urine, and/or blood. The screening of hair, urine, and/or blood samples will be performed by qualified and certified testing laboratories. Testing is done for alcohol and the following drugs and drug classes: Marijuana metabolites, cocaine metabolites, the opiates morphine and codeine, phencyclidine (PCP, angel dust), and amphetamines (amphetamine and methamphetamine), and/or all other drug classes as described in Schedules I through V of Minn. Stat. Section 152.02. The detection levels of confirmatory tests shall be those established under Minnesota Rules.

8. Every employee has the right to refuse to undergo drug and alcohol testing. Employees who refuse to undergo testing are subject to disciplinary action up to and including termination.

9. Any employee who tests positive shall have the right to explain the positive test result of a confirmatory test or request and pay for a confirmatory retest of the original specimen sample.

10. If a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test by the Employer, the employee will be immediately suspended without pay. The employee can be reinstated upon participation in either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate as determined by the Employer after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency. The cost for

the evaluation will be paid by the Employer. Costs for the recommended treatment will be the employee's responsibility. Employees who refuse to participate in the counseling or rehabilitation program or fail to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after the completion of the program, may be subject to termination.

11. An employee who is referred by the Employer for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program may be requested or required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period and for up to one (1) year following completion of any prescribed chemical dependency treatment program. An employee testing positive during this period may be subject to termination.

12. A Medical Review Officer (M.R.O.) will review all test results. All positive test results shall be confirmed by a Gas Chromatography Mass Spectrometry analysis of the original specimen sample. The M.R.O. will review and interpret analytical (laboratory) results, validate the results scientifically, and determine if there is a legitimate medical explanation for a positive test result, and notify the Employer of the results. The M.R.O. is a third-party licensed physician with specialized knowledge of substance abuse.

13. The Employer reserves the right to change or terminate this Policy and Procedures at any time, after prior notice and negotiation with the Union. Every employee will be given a copy of the amended policy if a change is made.

14. Test result reports and other information acquired in the drug and alcohol testing process are confidential information. Disclosure of the results to third parties may be done with the employee's prior written consent. Notwithstanding the above, test results may be disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract. The test results may also be disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee, or may be disclosed to the Union or other necessary persons in connection with a potential or actual grievance or threatened or actual litigation. An employee has the right to request and receive from the Employer, a copy of the test result report on any drug or alcohol test.

15. No employee may be required to undergo drug or alcohol testing without the prior approval of the Director of Human Resources or the General Manager or their designee.

#### PROCEDURES:

1. When at least two (2) supervisors (if feasible) have reasonable suspicion to test an employee as stated in Policy Statement #6, the request must go to the applicable Human Resources representative or their designee to arrange for the collection and begin the required paperwork designating the need for hair, urine, and/or blood specimen.

2. Before a test is administered, the Employer will ensure that the employee has completed a Drug and Alcohol Acknowledgment Form.
3. The employee will go to the collection site and provide a hair, urine, and/or blood specimen and appropriate identification. The collection site staff will begin the chain of custody paperwork and forward the specimen to the certified laboratory for testing. If an employee appears impaired and unable to safely go to the collection site on their own, the Employer will arrange for transportation to the collection site and home following the collection procedure. Under no circumstances should an employee suspected of being impaired be allowed to drive. The employee will be reimbursed for any out-of-pocket expense incurred in taking the test, with proper documentation.
4. Test results will be reviewed to determine if there is evidence of the use of alcohol, drugs or controlled substances and forwarded to the M.R.O. If the specimen sample shows a positive result, the original sample will be kept for additional confirming tests.
5. The M.R.O. will communicate the results to the Employer Human Resources representative.
6. The Human Resources representative and/or the employee's supervisor will communicate the results of the test to the employee or job applicant, as the case may be, within three working days upon receipt of the results.
7. If an employee tests positive for drug use, the employee will be notified in writing of their right to explain the positive test and the Employer may request that the employee indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.
8. Within three (3) working days after notice of a positive test result on a confirmatory test, the employee may submit information to the Employer, in addition to any information already submitted under paragraph 7, to explain that result, or may request a confirmatory re-test of the original sample at the employee's own expense.
9. The Human Resources representative will follow up on any recommended treatment and determine whether the employee has successfully completed the treatment.

## **Attachment A**

### **DRUG AND ALCOHOL POLICY ACKNOWLEDGMENT FORM**

I, the undersigned, certify that I have received and read a copy of the Employer's Policy regarding drug and alcohol abuse.

As part of my employment with the Employer, I understand that my position is subject to drug and alcohol testing and that I may be requested to provide a hair, urine, and/or blood specimen for a drug or alcohol test.

I understand that I may refuse to take the drug and alcohol test and that such refusal may result in termination.

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Employee

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Date

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Witness

