

COLLECTIVE BARGAINING AGREEMENT

Between

Millennium Hotel Minneapolis

And

UNITE HERE LOCAL 17 AFL-CIO

December 14, 2022 through December 31, 2026

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, effective this 1st day of May, 2022, between the UNITE HERE Local 17, AFL-CIO hereinafter referred to as the "Union", and the Millennium Hotel Minneapolis, hereinafter referred to as the "Hotel", "Company" or "Management".

WITNESSETH:

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

ARTICLE 1 PURPOSE AND COVERAGE

1.1 Purpose. The purpose of this Agreement shall be to achieve mutual understanding, harmony and cooperation among the Union, the Employer and its employees; to provide sound working conditions for the employees; to secure a prompt and fair disposition of grievances; to eliminate all interruptions of work and the interference with the efficient operation of the Employer's Hotel; to obtain maximum efficiency in the Hotel; to assure excellent customer relations and service; and to set forth the Agreement covering rates of pay, hours of work and conditions of employment to be observed by the Parties during the life of this Agreement.

1.2 Coverage. For the purpose of this Agreement, the term "employees" shall cover all employees in the food, steward, beverage, service, hotel maintenance (where applicable), and housekeeping departments specifically listed in the Schedule of Wages, but excluding all secretaries, accounting, personnel, front office, sales and catering department, clerical employees, telephone operators, professional employees, and all guards and supervisors as defined by Federal Statutory Labor Law, except as otherwise reflected in an addendum for each Hotel and based upon past practice and custom. The listing of a classification in the Schedule of Wages does not require the Employer to employ any employee in that classification.

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

ARTICLE 2 COMPLETE AGREEMENT

2.1 Complete Agreement. The express provisions of this Agreement constitute the complete collective bargaining contract which shall prevail between the Employer and the Union with respect to wages, hours of work, and other conditions of

employment. This Agreement can be added to, detracted from, altered, amended, or modified only by a written document signed on behalf of the Parties by their duly authorized agents and representatives.

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

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

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

ARTICLE 3 **UNION RIGHTS**

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

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

effective date of this Agreement, become and remain members of the Union or pay fees in lieu thereof. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirty-first (31st) day of their employment, become and remain members of the Union or pay fees in lieu thereof.

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

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

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

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

3.7 New Employee Orientation. Upon request by the Union, Union representatives shall be afforded the opportunity to meet with new hires for fifteen (15) 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.

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

I, _____ hereby authorize and direct
the PAYROLL DEPARTMENT OF _____ to

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

Signature of Employee _____
Date _____

The political contribution deduction shall be made once each month during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the UNITE HERE INTERNATIONAL, 275 Seventh Avenue, New York, NY 10001, accompanied by a form stating the name and Social Security number of each employee for whom a deduction has been made, and the amount deducted.

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

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

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

3.11 Union Buttons. All employees shall be permitted to wear their official Union button and/or official steward button, which identifies affiliation with the Union,

provided the button size is no larger than the present button which is no longer than one and one-half (1½) inch in diameter.

3.12 Union Stewards.

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

(b) Union Stewards shall report to the Employer and to the Union violations of this Agreement and shall be entitled to assist in the handling of grievances during mutually agreeable times. Time spent by Stewards in grievance meetings under Section 10.1 during their regular work shift will be considered hours worked. Stewards shall not, however, interfere with the management of the business or direct the work of any employees regardless of whether they believe a grievance exists. Only the General Manager or 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.

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

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

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

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

ARTICLE 4

MANAGEMENT RIGHTS

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

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

(b) Relocate or close facilities, departments or divisions or terminate services for any reason, including for the sole reason to reduce labor costs, with the understanding that Employer will negotiate with the Union concerning the effects of any decisions made under this subsection, if a request for such negotiations is made.

(c) Determine the layout and equipment to be used in the business; the processes, techniques, methods, and means of providing services, as well as the right to introduce new services, techniques, methods, processes, methods, machines, jobs or classifications; or change, delete or combine existing services, techniques, methods, processes, jobs or classifications.

(d) Determine the size of the workforce; the allocation and assignment of work or workers; the quality and quantity of work to be performed; the policies affecting the selection and training of employees; the right to hire, recall, transfer, promote and lay off (subject to § 9.5(a) employees); and the right to discipline or dismiss employees for just cause.

(e) Maintain discipline and control the use of facilities and determine safety and health measures of the facilities. The Employer will create a labor management safety committee.

(f) Schedule operations, including the right to modify, change, lengthen or shorten work schedules, unless otherwise agreed to, and/or to close the facility for any reason providing any notice required by law is given to employees subject to seniority provisions set forth in Article 9.

(g) Determine and enforce reasonable rules, policies, procedures,

regulations, job descriptions/duties and job classifications, the right to make changes to such rules, policies, procedures, regulations, and descriptions/duties and job classifications, and the right to enforce such changes.

(h) The selection or assignment of supervisory employees, as defined by the NLRA, is the sole responsibility of the Company and shall not be the subject of a grievance.

(i) It is agreed that the above-enumerated management rights, which are exercisable in Employer's sole discretion, shall not be deemed an exhaustive list of such rights and shall not exclude other rights not herein specifically enumerated, which Employer shall have the right to exercise in its sole discretion, provided only that the exercise of such rights shall not be in conflict with any specific provision of this Agreement.

(j) The exercise or non-exercise of rights hereby retained by Employer shall not be deemed a waiver of any such right or prevent Employer from exercising such rights in any way in the future.

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

ARTICLE 5

NO STRIKE/NO LOCKOUT

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

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

- (a) The Union shall declare publicly that such action is unauthorized by the Union if requested to do so by the Employer.
- (b) The Union shall promptly order its members to return to work, notwithstanding the existence of a picket line, if requested to do so by the Employer.

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

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

ARTICLE 6

PAY GRATUITIES AND JOB CLASSIFICATIONS

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

6.2 Merit Increases. The wage scale as set forth in the Schedule of Wages of this Agreement reflects minimum rates and does not prohibit an employee from receiving a higher wage. The Employer may, in its sole discretion, provide a higher wage to an individual employee without having to pay the same amount to every employee in the same classification, If the Employer provides the employee a higher rate the Employer will notify the Union.

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

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

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

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

6.7 Gratuities.

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

6.8 Ala Carte Compensation. House Functions. Ala Carte service persons shall receive fifteen (15%) percent of the menu price when serving in-house functions in dining rooms and bars. Staff and employee meetings not held in restaurants or bars shall be paid a gratuity of fifteen (15%) percent of menu price except as otherwise provided in this Agreement.

6.9 Statement of Wages. Within twenty-four (24) months from the date of the agreement the Employer shall make available to each of its employees at the time of payment of wages, or at least monthly, a statement showing name of Employer, name of Employee, hours worked at straight-time pay, hours worked at premium or overtime pay, rate(s) of pay, Vacation pay, holiday pay, Vacation accrual, and authorized deductions.

ARTICLE 7
MEALS, UNIFORMS AND EMPLOYEE AREAS

7.1 Meals.

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

- (b) Meal periods shall be an uninterrupted one-half (1/2) hour for which the employee is not to be compensated. If employees are required to work any portion of the meal period, they shall receive the regular hourly rate for the entire meal period. Employees are responsible for clocking in and out at the beginning and end of each thirty (30) minute meal period. There will be no automatic deductions of the one-half (1/2) hour. Employees hired after 5/1/22 may not utilize their paid breaks by forgoing them in order to leave early at the end of their scheduled shifts or to delay arrival their scheduled shift.
- (c) The Employer shall provide meals which are palatable and wholesome. A selection of meal items shall be available to include two hot entrees. The meal shall be served under clean and sanitary conditions.
- (d) Should problems arise concerning food quality or content, the parties agree to create an ad hoc committee to resolve the problem.

7.2 Uniforms. The Employer shall provide uniforms and the laundering and upkeep for all employees who are required to wear uniforms in accordance with the Employer's established policies. Uniforms shall be designed and maintained in such a manner as to account for the conditions in which employees work, the tasks they perform, and safety and health issues.

7.3 Regular Rate of Pay. It is specifically agreed by the Union and Employer that any meals, uniforms, rooms and/or laundering and maintenance of uniforms furnished by the Employer to an employee shall not be considered as part of the employee's regular rate of pay for overtime and wage computation purposes within the meaning of Wage and Hour Law, and that an employee's regular rate of pay is that rate reflected on the Schedule of Wages in Appendix A.

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

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

7.6 Stewarding. Water repellant aprons, gloves and rubber boots will be available to those working in the dish area.

ARTICLE 8

HOURS OF WORK, OVERTIME & PREMIUM PAY

8.1 No Guarantee. This Article is intended to indicate the normal number of hours of work. It shall not be construed as a guarantee of minimum or maximum hours

of work per day or per week, or of the number of days of work per week, or of working schedules, however, this section is subject to Article 9 on Seniority.

8.2 Standard Workweek. The standard workweek shall consist of forty (40) hours of work on five (5) days, which days shall be consecutive. Employer's standard workweek for overtime pay computation purposes shall be one hundred and sixty-eight (168) consecutive hours beginning at 12:01 A.M. Monday through 12:00 midnight Sunday. The Employer agrees to notify the Union of any change in the standard workweek.

8.3 Standard Workday. The standard workday shall be eight (8) working hours within eight and one-half (8 ½) on the Employer's premises. Whenever practical, split shifts will be abolished. The Employer may establish a regular schedule of ten (10) hour workdays within ten and one-half (10 ½) hours on the Employer's premises.

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

8.5 Overtime Work. In general, employees will be given two (2) hours' notice of daily overtime, except in case of emergency and then maximum possible advance notice will be given. Employees who are on duty and who are required to work daily overtime will be allowed up to fifteen (15) minutes paid time to make necessary arrangements to accommodate the overtime.

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

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

8.8 Premium Pay for 6th and 7th Day.

(a) 7th Day. All non-exempt employees shall receive premium pay at the rate of one and one-half (1½) their regular straight-time hourly rate of pay for all hours worked on the employee's seventh (7th) consecutive day of work.

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

(1) Available work shall be offered by seniority to those employees in the classification who are not scheduled to work five (5) shifts in the case of servers and bartenders or less than forty (40) hours for other classifications.

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

(3) Lacking sufficient volunteers for such work in the classification, employees may be required to work on the sixth (6th) day, or six (6) out of seven (7) days, at the applicable one and one-half (1½) rate in accordance with 8.8.

(c) Schedule Requests. If an employee works a sixth (6th) consecutive day or six (6) out of seven (7) days because of the employee's own request or as a consequence of a request for change in schedule by another employee, then that employee shall not receive one and one-half (1½) their hourly rate of pay for that sixth (6th) consecutive day or six (6) out of seven (7) days.

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

8.10 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.

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

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

8.13 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 three (3) hours work or three (3) 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. Provided, however, bartenders, stewards, housekeeping employees and cooks shall receive report in pay of four (4) hours work or four (4) hours pay. Food servers, excluding Banquets, shall receive report-in-pay of three (3) hours pay or work for breakfast or lunch and four (4) hours pay or work for dinner shift. Report in pay shall be at the tipped employee adjusted rate.

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

8.14 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.

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

8.16 Meetings. An employee who attends a mandatory employer meeting that is held on the employee's scheduled day off or is not held within two (2) hours of the employee's scheduled shift, shall receive three (3) hours pay or work. Pay for voluntary meetings (not parties or general sessions that are informational) shall be equal to the actual time in attendance at the meeting. This provision shall not result in a sixth (6th) or seventh (7th) day premium or daily overtime payment.

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

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

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

ARTICLE 9 **SENIORITY**

9.1 Definition

- (a) Seniority shall mean continuous length of service in the establishment from first day of work in the classifications covered by this Agreement after completing probation. Such classifications

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

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

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

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

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

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

- (a) Employees shall be laid off and returned to work according to their length of service in their respective job classifications as set out in 9.6 and 9.8 below.
- (b) Scheduling of vacation time.
- (c) Offering of overtime work and requiring in reverse order, subject to Section 8.4.

- (d) Employees may exercise their seniority to not work the holiday, if business permits with the junior employee(s) in the classification being required to work as needed. To be excused employees shall give the Employer two (2) weeks' notice prior to the holiday. Employees regularly scheduled to work the day on which the holiday is celebrated may not be bumped out of their shift.
- (e) Scheduling of Work
 - (1) Where practical, senior employees who are qualified shall be scheduled to receive the maximum number of available hours on the work schedule up to an eight (8) hour day, five (5) day, forty (40) hour week. Senior employees may not claim part of a shift and may claim shifts only when they become available on a regular basis. Split shifts shall be considered separate shifts for scheduling purposes. It is understood that employees shall not be permitted to establish their own work schedules, nor shall they be permitted to work overtime without the specific approval of their Supervisor. Nothing herein shall be interpreted as a guarantee of a minimum number of hours or days of work.
 - (2) The above factors, in the use of part-time employees and work schedules will be recognized in scheduling.
- (f) Promotion, demotion, or transfer to new job openings.
- (g) Upon request in writing, any employee scheduled less than five (5) days per week may exercise their seniority for five (5) days of work per week when additional shifts become vacated on a regular basis, unless such shifts are eliminated. The employee must bid the five (5) day schedule as posted.
- (h) Bartenders whose hours are involuntarily reduced below those for which they are regularly scheduled will be permitted to pick up available hours at banquet bars on the basis of their seniority.
- (i) Preferential Rooms and Stations. Where rooms and/or stations are assigned on a permanent basis, rather than being rotated, all employees shall be given preferential rooms and/or stations on the basis of seniority, provided they are qualified.
- (j) Use of Part-Time Employees. Where practical, the Employer shall not use two (2) or more part-time employees where a qualified, full-time employee is available and requests such hours; except in those scheduling situations where the Employer is required to meet the report in provision (8.12), the available work requires the use of overlapping schedules or a split shift (except wait staff) or where

such scheduling is otherwise not practical in the Employer's operations.

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

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

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

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

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

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

- (a) Retirement
- (b) Voluntary quitting.
- (c) Discharge for cause.
- (d) Failure to return to work after recall as provided.
- (e) Failure to return to work promptly at the end of an authorized leave of absence, unless due to Act of God.

- (f) Remaining on layoff for longer than twelve (12) months or the employee's length of seniority, whichever is shorter.
- (g) Terminates employment from the regular schedule and works on an intermittent call-basis only.
- (h) Is absent for two (2) consecutive workdays without reporting to the Company the reasons for the absence.
- (i) Works for another employer during a leave of absence. This subdivision shall not apply in situations where the employee is already working for another employer prior to the leave.

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

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.

9.12 Cross Training. In an effort to maximize the schedules of all full-time and regular part-time employees, voluntary cross-training will be developed and utilized. Employees working outside their classification shall be considered "casual" employees and shall have no seniority rights in such classification unless regularly scheduled for a period of ninety (90) days or more. Employees will be paid wages in accordance with Article 6.4 of this agreement.

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

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

9.15 Temp Workers/Event Workers. The Employer directly hires temporary workers and contracts with or utilizes temporary/staffing agencies, and it will, upon the Union's request, meet with the Union and discuss any temporary/staffing agency that is a signatory with UNITE HERE Local 17.

9.16 Day Laborers. Day laborers shall not be used except when regular employees are not available on a straight-time hourly basis.

ARTICLE 10
GRIEVANCE AND ARBITRATION PROCEDURE

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

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

Step 2: If the grievance is not satisfactorily settled in Step 1, the aggrieved employee or the Union shall, within fourteen (14) calendar days from the date on which the incident which gave rise to the grievance occurred, file a written grievance with the Personnel Director; provided however, the fourteen (14) calendar day requirement and the written grievance requirement may be waived by mutual written agreement. Failure to file such written grievance within fourteen (14) calendar days shall result in such grievance being presumed to be without merit and it shall be barred from further consideration. The written grievance shall set forth the facts giving rise to the grievance, including the date and persons involved, and designate the provisions of the Agreement which allegedly have been violated.

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

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

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

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

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

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

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

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

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

10.6 Arbitrator Limitations. Only one (1) grievance, including "group" grievances, may be decided by the Arbitrator at any hearing, however, the parties may agree to waive this requirement in writing. The Arbitrator shall not have the power to add to, ignore, or modify any of the terms, conditions, or sections of this Agreement. The Arbitrator's 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 (except in cases of improper wage rate), or impose any liability not explicitly expressed herein.

10.7 Award of Arbitrator. Where an employee has been discharged in violation of this Agreement, the Arbitrator may order the employee reinstated, either with or without back pay for loss of income resulting from such discharge. The Arbitrator's

written decision shall be issued within sixty (60) days of the hearing, unless otherwise mutually agreed in writing.

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

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

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

10.11 Past Practice. An arbitrator may consider the treatise, How Arbitration Works, by Elkouri and Elkouri, in determining the existence of a binding practice, but the arbitrator must make their own decision in the matter using their own judgement based on the facts of the case as presented by the parties and the specific contract language involved.

ARTICLE 11 **DISCIPLINE AND DISCHARGE**

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

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

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

11.2 Written Notices. Written reprimands, notices of suspension and notices of discharge, which are to become part of the employee's file, shall be read and may be 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 scanned and emailed to the Union.

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

11.4 Suspension and Discharges. All suspensions and discharges will be in written form and copies will be mailed to the Union immediately upon issuance of such notices. Discharges will be preceded by a suspension during which an investigation of the incident leading to the discharge will be conducted. No employee shall be placed on suspension pending investigation status for an unreasonable period of time. An issue specifically brought by the employee to a Human Resources representative shall be responded to within five (5) calendar days, excluding weekends and recognized holidays. Such timeline may be extended by mutual agreement.

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

11.6 Interpreter. Upon the request of the Employee, the Employer shall provide interpreters for Employees not fluent in English during any investigative interview that may lead to discipline or discharge.

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

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

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

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

ARTICLE 12 **LEAVES OF ABSENCE**

12.1 Personal Leave. Any employee desiring a leave of absence from the job because of extraordinary personal or family circumstances after exhaustion of vacation time must first secure written permission from the Employer. Personal Leave shall not exceed thirty (30) calendar days and can only be taken once every twelve (12) months. Longer personal leave may be granted by the Employer in its discretion. The Employer shall not be expected to grant a leave of absence that will interfere with the Employer's operations. Leaves of absence shall be without pay. During a leave of absence, the employee shall not engage in gainful employment unless the leave is the result of the

employee being hired for a position of full-time service with the Union. The employee must report to work promptly after the leave has expired. Failure to comply with this Article shall result in the complete loss of seniority rights of the employee involved. Seniority shall, but vacation or other benefits shall not, accrue or be provided during Personal Leave. An employee must complete their probationary period in order to be eligible for consideration for a Personal Leave of Absence.

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

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

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

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

12.4 Maternity Leave. An employee shall be granted a maternity leave of absence, without pay, under the same terms and conditions as are provided for leaves

of absence for sickness under 12.2 of this Article to be taken concurrent with available FMLA leave.

12.5 Child Care Leave. Eligible employees shall receive "Child Care Leave" in accordance with the Minnesota Parenting Leave Act. Such leave shall be taken concurrent with available leave under FMLA and Maternity Leave. An employee shall be granted an unpaid 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 three (3) months prior to the leave. Seniority shall accrue during such leave, but vacation or other benefits shall not accrue or be provided during "Child Care Leave".

12.6 Return from Leave of Absence. Any employee returning from an authorized leave as stated in this Agreement shall return to 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.

12.7 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.

12.8 Jury Duty. Any regular employee, exclusive of probationary, on-call or extra employees, required to serve on court jury (not grand jury), shall be given a leave of absence for the jury duty period and shall be paid the difference between 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.

12.9 Bereavement Leave. All regular full and regular part time, employees, exclusive of probationary, on-call or extra employees are eligible for bereavement pay and leave up to three (3) days for the purpose of attending the funeral or mourning service related to the death of an employee's immediate family. The immediate family shall include the employee's spouse, domestic partner, child, foster or stepchild, mother, father, brother, sister, mother-in-law or, father-in-law, grandparents, and grandchild. An employee must also notify the Employer of the need for bereavement leave and, afterwards, of the facts of the bereavement leave. The tip-adjusted rate, as set forth in Article 14.11, will be applied.

12.10 Union Business.

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

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

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

12.12 Change of Immigration Status.

- a. Employees who have a change in immigration status who can present documented proof of their legitimate employment status will be reinstated to employment consistent with the leave provisions of the contract.

- b. The Employer agrees to work with government agencies and the Union when such situations arise.

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

ARTICLE 13 PERSONAL DAYS

Regular employees who have completed their probation by January 1st shall receive one paid (1) personal day to be used in that calendar year which shall not carry over. Regular employees who have completed one (1) year of service shall receive a total of two (2) days. Tip adjustment shall apply to the Personal Days.

ARTICLE 14 HOLIDAYS

14.1 Holidays Observed. The following shall be observed as paid holidays for all regular full-time and regular part-time employees hereafter referred to as eligible employees:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day
Diversity Day (floating holiday)	

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

14.3 Holidays Worked. All eligible employees who work on a holiday shall be paid straight time for the number of hours regularly scheduled, plus straight time for the number of hours actually worked on the holiday. However, if the holiday hours worked exceed the number of hours regularly scheduled the excess hours shall be paid at one and one-half (1 ½) times the employee's contract rate of pay.

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

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

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

- (a) The employee is on layoff consisting of minimum of five (5) days (including the holiday), on a leave of absence, in military service or on suspension, except eligible full-time employees with over one (1) year of service who are laid off (refer to Section 14.10)
- (b) The employee has been absent for a period of thirty (30) consecutive days prior to said holiday.
- (c) The employee fails to work on said holiday if scheduled to do so, except in the case of a bona fide illness and just cause for such absence has been presented to the Employer.

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

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

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

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

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

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

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

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

14.10 Layoff of Eligible Full-Time Employees. As an exception to Section 14.6 above, an eligible, full-time employee with one (1) year or more of continuous employment with the Employer who is laid off during a period of six (6) days immediately preceding a recognized holiday, or six (6) days immediately following a recognized holiday shall not suffer a loss in holiday pay to which they are otherwise entitled.

14.11 Tipped Employee Holiday Pay Adjustment. In addition to their regular hourly rates, all qualifying tipped employees working in the classifications of door attendants, bell stand, bell captain, cocktail server, ala carte server, regular banquet server, banquet captain, room service server, and room service captain shall be compensated at a rate of Six and 50/100 (\$6.50) Dollars per hour for non-worked Holiday pay in addition to their applicable Regular Rate of pay, up to a maximum of eighteen dollars (\$18.00) per hour for the day of the holiday.

ARTICLE 15 **VACATIONS**

15.1 Amount of Vacation.

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

<u>Continuous Service</u>	<u>Vacation Period</u>
One year, but less than two years	One week
Two years, but less than ten years	Two weeks
Ten years, but less than twenty years	Three weeks
Twenty years, or more	Four weeks

- (b) Temporary layoffs or leaves of absence during the year shall not interrupt the continuity of seniority for the purpose of determining the amount of vacation for which an employee is eligible.
- (c) Employees shall be entitled to receive their vacation pay before they leave for vacation.

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

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

- (b) After two (2) full accrual years, two (2) times the number of weekly average hours.
- (c) After ten (10) full accrual years, three (3) times the number of weekly average hours.
- (d) After twenty (20) full accrual years, four (4) times the number of weekly average hours.

15.3 Scheduling Vacation Periods. To the extent business requirements permit, employee requests for a specific period in which to take vacations will be honored. Furthermore, the most senior employees shall have preference as to the time they take their vacation so far as the efficient operation of the business will permit. Where more than one (1) employee in a job classification desire their vacations at the same time, vacation periods will be assigned according to seniority. Employer and the employee may mutually agree upon time of vacation period. The Employer reserves the right to schedule vacations so that they will not interfere with business operations, but each employee should be entitled to take their vacation not later than six (6) months after they have qualified for it. Vacation requests shall be approved or denied within seven (7) days of the employee's request.

Vacations are not cumulative and must be taken within the vacation period established by the Employer. This section shall not be construed to reduce vacation benefits established by past practice.

Employees shall be permitted to roll over a maximum of two (2) weeks of vacation from one year to the next. For example, if an employee gets four (4) weeks of vacation, the maximum amount of vacation shall not exceed six (6) weeks. The employer maintains its right to approve when vacation may be used. Vacations in excess of two (2) weeks cannot be carried over from one vacation period to another without the specific authorization of management in writing. Any vacation carried over will be paid at the wage rate in effect at the time the vacation is earned.

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

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

15.6 Terminated Employees - Six Months to One Year. All employees whose employment relationship with the Employer is terminated and who have been employed continuously for a period of six (6) months or longer during any twelve (12) month period in which vacations are earned shall be paid vacation benefits on the basis of two (2) days for the first six (6) months of such employment and one-half (1/2) day for each

additional month of such employment up to the maximum vacation allowance provided for in the foregoing. This shall not apply to employees terminated for cause or to employees who fail to give notification as provided in Section 15.5.

15.7 Tipped Employee Vacation Adjustment. in addition to their regular hourly rates, tipped employees working in the classifications of door attendants, bell stand, bell captain, cocktail server, ala carte server, regular banquet server, banquet captain, room service server and room service captain shall be compensated at the rate of six dollars and fifty cents (\$6.50) per hour for all vacation hours taken and paid up to a maximum of eighteen dollars (\$18.00) per hour.

ARTICLE 16
BANQUET DEPARTMENT

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

16.2 Banquet Employee Compensation. Banquet servers/set-up shall receive the following percent of the banquet service charge.

House Service Charge	Banquet Server	Banquet Set-Up
22%	16%	1.4%

The service charge shall be pooled and divided equally on a daily basis. Each server and captain shall receive an equal portion of the service charge based on total number of hours worked on that day.

Banquet servers shall receive one dollar (\$1.00) per person for cake cutting.

When Banquet Servers work "cash sales" they will receive a rate of pay of seventeen dollars (\$17.00) per hour plus gratuity.

Banquet Servers shall receive fifty percent (50%) of Corkage Fee charged to client.

Banquet Employees Seniority.

- A. Regular List. The Employer shall maintain a regular banquet captain, server and bartender list which shall contain all banquet service employees who work on a full-time basis for the hotel.

- B. Part-time List. The Employer shall maintain a part-time banquet server list which shall contain banquet employees who work on a regular part-time basis for the Hotel. Part-time banquet employees shall be available for a minimum of two (2) scheduled shifts per week.

- C. On-Call List. Those banquet employees who are not on either list will be considered on-call/casual employees and shall not accrue seniority.

Banquet Captain.

One dollar (\$1.00) per hour over server rate + tipped adjustment.

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

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

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

Jury Duty - Section 12.8
Bereavement Pay - Section 12.9
Holidays - Article 14
Vacations - Article 15
Health & Welfare - Article 24
Defined Contribution Plan - Article 25

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

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

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

16.9 Holiday Pay - Banquet Employees. Regular banquet waitpersons and bartenders holiday pay shall be calculated by totaling previous yearly hours as of January 1 of each year and dividing by fifty-two (52) weeks then dividing by five (5) workdays. The resulting number of hours shall be paid for each holiday of the new year,

Employees who have worked less than one (1) year as a regular banquet employee shall receive three (3) hours of holiday pay for each holiday worked.

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

ARTICLE 17

HOUSEKEEPING DEPARTMENT

17.1 Room Attendants. No housekeeping employee shall be required to clean an unreasonable number of rooms. Room Attendants shall not be required to clean more than fifteen (15) rooms in an eight (8) hour shift.

The Nicollet Suite shall count as three (3) rooms. Rooms 630, 764, 867, 896, 901, 930, 1033, 1167, and 1201 shall count as one (1) room. However, when a Room Attendant is assigned two (2) of these rooms, the Housekeeper's total room quota for that day will be reduced by one (1) room. When a Housekeeper is assigned four (4) of these rooms, the Room Attendant's total room quote for that day will be reduced by two (2) rooms.

17.2 Room Bonus. Effective May 1, 2022, Room Attendants who clean more than fifteen (15) rooms in an eight (8) hour shift shall be paid six dollars and seventy-five cents (\$6.75) per room in addition to their base pay. Effective January 1, 2023, Room Attendants who clean more than fifteen (15) rooms in an eight (8) hour shift shall be paid seven dollars and fifty cents (\$7.50) per room in addition to their base pay.

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

17.4 Vomit/Defecation/Bodily Fluid Pay. Any employee required to clean vomit or defecation will be paid an additional twenty dollars (\$20.00) for such duty. Such pay will be subject to the approval of the Executive Housekeeper. No Employee shall be required to clean OSHA defined biohazardous waste.

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

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

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

17.8 Gratuities. The Employer and the Union agree that gratuities left by guests in hotel rooms are for the benefit of room attendants unless otherwise indicated by the guest. Ordinarily, gratuities are not to be removed from a guest room other than by the attendant who cleaned the room or a member of Management who may remove the gratuity in order to provide it to the attendant or other employee designated by the guest.

17.9 Green Programs. The Employer shall supply housekeeping services to occupied guest rooms which are under the employer's environmentally friendly "green" program no less often than every third (3rd) day, provided housekeeping staff are available.

17.10 Extra beds. Room attendants will be paid two dollars (\$2.00) for each Rollaway/cot made up in the room that was part of their daily room assignment for stay overs.

17.11 Multiple Floors. Room attendants assigned rooms on three (3) or more floors during a shift shall have the total number of assigned rooms reduced by one (1).

ARTICLE 18 **PREGNANCY PROTECTION**

Accommodations. 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, paid, or unpaid, provided as a reasonable accommodation will run concurrently with any protected or paid leave the employee is otherwise entitled to take for the condition under applicable law.

ARTICLE 19 **PANIC BUTTONS/SAFETY**

A. Devices. Within two (2) years of the date of this Agreement, 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. Employees 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 employee in danger may cease work and leave the immediate area where the incident occurred to await the arrival of the employee or security personnel responsible for providing immediate assistance.

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

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

D. When an allegation of sexual assault or criminal conduct by a guest against an employee is supported by a police report and statement made by such employee under penalty of perjury, the Hotel shall inform the guest that 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.

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

ARTICLE 20

SAFETY & LABOR MANAGEMENT COMMITTEE

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

20.2 Right to Refuse Unsafe Assignment. An employee may refuse a work assignment if they have a reasonably good faith belief that such assignment subjects

them to unusually dangerous conditions which are not normally part of the job. Prior to exercising their rights under this Article, the Employee shall promptly notify management of the perceived unusually dangerous condition. The Employer may not discriminate or retaliate against an employee for exercising their rights.

20.3 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.

20.4 Drug Testing Policy. The Employer and the Union have agreed to a drug testing policy which the Employer will provide to all current employees and all new hires. No changes will be made to the policy without negotiations between Employer and the Union.

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 **ESL PROGRAM**

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

22.2 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 amongst themselves during work hours provided that such conversations are conducted in a manner that is respectful of guests and other Employees and is consistent with quality guest service.

ARTICLE 23 **MEDICAL EXAMINATIONS**

23.1 The Employer may require and pay for physical and medical examinations, including drug testing in compliance with the negotiated Drug and Alcohol Testing policy in place for each Hotel, of employees for job-related reasons and may lay

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

ARTICLE 24 **HEALTH AND WELFARE**

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

(a) Contributions

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

Effective May 1, 2023, the Employer agrees to contribute to the Fund four dollars and two cents (\$4.02) for each hour paid to all employees based on the April 2023 hours.

Effective May 1, 2024, the Employer agrees to contribute to the Fund four dollars and twenty-six cents (\$4.26) for each hour paid to all employees based on the April 2024 hours.

Effective May 1, 2025, the Employer agrees to contribute to the Fund four dollars and fifty-five cents (\$4.55) for each hour paid to all employees based on the April 2025 hours.

- (b) Benefits. The Fund Trustees are expressly authorized to adjust benefit levels and/or eligibility for same to maintain the solvency of the Fund.
- (c) Employer Obligation. The Employer's obligation to contribute to the Health and Welfare Fund is limited to the amount of contribution specified in Article 24.
- (d) The Trustees are directed to develop a dependent child well-care program under the jurisdiction of the Fund.
- (e) Employees pay no premium cost for individual benefits during the term of the agreement, but the Trustees reserve the right to make benefit adjustments to keep the Fund solvent and viable.
- (f) The Union will ensure that prior to November 1st, 2014, and each year thereafter, that the Employer will receive a letter from the fund stating that all terms of the Health and Welfare fund for the next

year are in compliance with the Affordable Care Act (ACA). If the Employer fails to receive such letter, or the fund is not in compliance, the Employer may request that the contract be re-opened to negotiate provision(s) to the fund to comply with the ACA.

24.2 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.

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

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

24.5 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.

24.6 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.

24.7 National Health Program. Should the Employer be required by Federal law to provide coverage equal to or better than those benefits provided by the Fund, the Parties hereto agree that the Employer shall be permitted to cease its contribution to the Fund.

ARTICLE 25
DEFINED CONTRIBUTION PLAN

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

25.2 Effective May 1, 2006, the Employer shall increase the contribution to thirty-five cents (\$0.35) per hour on all hours paid for all employees with one (1) year of service or who are vested in the Plan by virtue of service with another participating Employer or prior service with the same Employer.

ARTICLE 26
SUCCESSORS AND ASSIGNS

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

ARTICLE 27
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 28
TERM OF AGREEMENT

This Agreement shall become effective on the date of ratification, except as otherwise provided, only if the Employer receives notice from the Union of ratification by the members of the Union currently employed in the above-referenced bargaining unit. If ratified and executed by the parties, this Agreement shall be in effect for a period of four (4) years commencing on the fourteenth (14th) day of December, 2022, and shall continue to and including the thirtieth (31st) day of December, 2026, and be automatically renewed thereafter, unless at least sixty (60) days prior to the termination date either Party serves written notice upon the other by certified mail of a desire to terminate, change or modify this Agreement.

IN WITNESS WHEREOF, the Employer and the Union hereby execute, sign, and attest to this Agreement this 21st day of December, 2022

FOR THE EMPLOYER:
Millennium Hotel Minneapolis

By: Natalie Beniga

Date: December 20, 2022

By: [Signature]

Date: December 20, 2022

UNITE HERE Local 17, AFL-CIO

By: Christa Sarrack

Date: 12/21, 2022

By: [Signature]

Date: 12/21, 2022

Appendix A
MINIMUM WAGE RATES BY CLASSIFICATION

Banquets	Ratification	6-1-23	6-1-24	6-1-25	6-1-26
<u>Captain</u>					
	Applicable Minimum Wage + \$1.00 + Vacation & Holiday Adjustment Rate				
<u>Bartender</u>					
	Applicable Minimum Wage + Vacation & Holiday Adjustment Rate				
<u>Servers</u>					
	Applicable Minimum Wage + Vacation & Holiday Adjustment Rate				
Restaurant/Bar	Ratification	6-1-23	6-1-24	6-1-25	6-1-26
<u>Bartender</u>					
	Applicable Minimum Wage + Vacation & Holiday Adjustment Rate				
<u>Bar Assistant</u>					
	Applicable Minimum Wage + Vacation & Holiday Adjustment Rate				
<u>Cocktail Server</u>					
	Applicable Minimum Wage + Vacation & Holiday Adjustment Rate				
<u>Server</u>					
	Applicable Minimum Wage + Vacation & Holiday Adjustment Rate				
Culinary	Ratification	6-1-23	6-1-24	6-1-25	6-1-26
<u>Skilled Cook</u>					
Start	\$18.75	\$19.13	\$19.51	\$19.90	\$20.30
12 Months	\$19.64	\$20.03	\$20.43	\$20.84	\$21.26
24 Months	\$21.33	\$21.76	\$22.19	\$22.64	\$23.09
36 Months	\$22.82	\$23.28	\$23.74	\$24.22	\$24.70
48 Months	\$24.66	\$25.15	\$25.66	\$26.17	\$26.69
<u>Utility Cook</u>					
Start	\$17.00	\$17.34	\$17.69	\$18.04	\$18.40
12 Months	\$18.65	\$19.02	\$19.40	\$19.79	\$20.19
24 Months	\$20.53	\$20.94	\$21.36	\$21.79	\$22.22
36 Months	\$21.99	\$22.43	\$22.88	\$23.34	\$23.80
48 Months	\$23.79	\$24.27	\$24.75	\$25.25	\$25.75
<u>Stewarding</u>					
Start	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24
12 Months	\$15.75	\$16.07	\$16.39	\$16.71	\$17.05
24 Months	\$16.63	\$16.69	\$17.02	\$17.36	\$17.71
36 Months	\$17.59	\$17.94	\$18.30	\$18.67	\$19.04
48 Months	\$19.23	\$19.61	\$20.01	\$20.41	\$20.82

<u>Storeroom Clerk</u>					
Start	\$18.00	\$18.36	\$18.73	\$19.10	\$19.48
12 Months	\$18.75	\$19.13	\$19.51	\$19.90	\$20.30
24 Months	\$19.50	\$19.89	\$20.29	\$20.69	\$21.11
36 Months	\$20.00	\$20.40	\$20.81	\$21.22	\$21.65
48 Months	\$21.00	\$21.42	\$21.85	\$22.29	\$22.73
<u>Convention Services – Banquet Set-up</u>					
Start	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24
12 Months	\$15.75	\$16.07	\$16.39	\$16.71	\$17.05
24 Months	\$16.10	\$16.42	\$16.75	\$17.09	\$17.43
36 Months	\$17.32	\$17.67	\$18.02	\$18.38	\$18.75
48 Months	\$18.95	\$19.33	\$19.72	\$20.11	\$20.51
<u>Housekeeping</u> Ratification 6-1-23 6-1-24 6-1-25 6-1-26					
<u>Housekeeping, Laundry, Public Space</u>					
Start	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24
12 Months	\$15.75	\$16.07	\$16.39	\$16.71	\$17.05
24 Months	\$16.63	\$16.69	\$17.02	\$17.36	\$17.71
36 Months	\$17.59	\$17.94	\$18.30	\$18.67	\$19.04
48 Months	\$19.23	\$19.61	\$20.01	\$20.41	\$20.82

1. Current employees who were active and worked on or after January 1, 2022 will have their prior service recognized for purposes of placement in the above progression and will not have their current wage rate reduced. New wage rates will be retroactive to January 1, 2022 for current employees who were active and worked on or after that date.
2. New hires on or after June 1, 2022, regardless of prior service with the Employer, will not have their prior service recognized for any purpose and shall be considered new hires who must complete the Probationary Period.
3. The Employer may pay a higher wage to any employee or new hire in its sole discretion, and such wage rate shall not be subject to dispute under the grievance or arbitration procedure, nor shall it be considered a binding past practice.
4. Current employees whose hourly wage rate exceeds the wage rate set out for their particular job classification and years of service in the attached Table will continue to receive that wage rate and, in addition, the annual percentage increases at the beginning of each Contract Year specified in the Table.

Drug Testing Policy. The Employer and the Union have agreed to a drug testing policy which the Employer will provide to all current employees and all new hires. No changes will be made to the policy without negotiations between Employer and the Union.

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

APPENDIX B
SENIORITY CLASSIFICATIONS¹

1. Bellstand – Bellperson
2. Housekeeping Services (includes room cleaners, houseperson, laundry attendant, public area cleaner)
3. Dishwasher
4. Storeroom Clerk
5. Bartenders (includes front bar and service bar)
6. Skilled Cooks
7. Other Cooks (including line cooks, prep cooks, utility cook)
8. Restaurant server
9. Banquet Setup, Convention Services
10. Banquet Servers
 - a) Regular
 - b) Part-time
 - c) On-Call (non-seniority position)
11. Banquet Bartenders

¹ The listing of job titles or positions here does not require the Employer to have such employees or to fill all of these positions. The positions are listed here solely for the purpose of establishing wage rates during the term of the contract for such positions if the Employer, in the exercise of its management's rights, decides to engage employees in such positions.