

COLLECTIVE BARGAINING AGREEMENT

Between

Radisson Blu Management, LLC

and

UNITE HERE LOCAL 17, AFL-CIO

July 9th, 2015 – July 8th, 2019

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AGREEMENT

This Agreement entered into this 9th day of July 2015 between the RADISSON BLU MANAGEMENT, LLC hereinafter referred to as the Radisson Blu, the Hotel, Employer, Company or Management and UNITE HERE Local 17 AFL-CIO hereinafter referred to as the Union.

Radisson Blu and the Union agree as follows:

PREAMBLE

1. **Stable Employee Relations.** The Union represents the Employees of Radisson Blu. Radisson Blu and the Union desire to establish and ensure a peaceful, speedy and orderly adjustment of differences and grievances. The parties seek to provide meaningful, healthful and profitable employment. Both desire stable employee relations and to contribute to the economic prosperity of the Radisson Blu and Employees.
2. **Highest Principles of Hospitality Service.** Here at Radisson Blu, we are a dual property – a business hotel during the week and a resort destination on the weekend. Therefore we believe in an intense focus on guest service for the business traveler combined with a family friendly retreat atmosphere. This translates into a unique type of employee that Radisson Blu has selected and trained.

Employee Attitude & Service. The employees will create vibrant, sophisticated and personalized hospitality services, to allow the iconic Radisson Blu to provide exceptional, stylish, relevant and memorable experiences. All employees shall be

courteous to both internal and external guests and embody a "YES I CAN®" attitude. Employees should go above and beyond, doing whatever is necessary, to provide high quality service to build brand loyalty. Employees will ensure that the guest experience takes priority over all other tasks to achieve performance excellence as reflected by the AAA 4 Diamond rating, Medallia Guest Survey and various other recognitions.

Common Goals. Radisson Blu, the Union, and the employees shall work together so that professional hospitality service will be delivered to internal and external guests. The goal is for Radisson Blu to be among the best in the hotel business.

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

ARTICLE 1

PURPOSE & 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; provide sound working conditions for the employees; secure a prompt and fair disposition of grievances; eliminate all interruptions of work and interference with the

efficient operation of the Hotel; to obtain maximum efficiency in the Hotel; to ensure excellent and superior guest 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 job classifications set out in Appendix A_ and shall exclude all secretarial, concierge, front desk clerks, health club attendants, clerical, maintenance, and sales employees and all managers and supervisors, guards, and professional employees as defined in the National Labor Relations Acts.

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

ARTICLE 3

MANAGEMENT RIGHTS

3.1. Management Rights. The Employer and the Union specifically agree that the Employer 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 schedules; the right to determine merit increases above the contracted rates, through annual performance reviews; to determine the size and composition of its work force; to determine the number and type of equipment, material, products and supplies to be used or operated; to discipline or discharge employees for just cause; to maintain efficiency of employees; to determine assignments of work; to discontinue all or any part of its business operations; to expand, reduce, alter, combine or transfer, promote, assign, or cease any job, department or operation for business purposes; to introduce new, different or improved methods and procedures in its operations, and the right to be the final judge of the qualifications of applicants with the absolute right to

determine whom it will hire; 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.

3.2. Other Union Agreements. Whenever the Union negotiates an agreement with a hotel or motel, a copy of such agreement shall be delivered to Radisson Blu's designated representative, if requested.

ARTICLE 4

UNION RIGHTS

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

4.2. 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.

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

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

4.5. Indemnification. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that shall be taken by the Employer for purposes of complying with the above four (4) provisions or in reliance of any authorization or list which shall be furnished to the Employer by the Union under any of such provisions.

4.6. Union Stewards. The Employer recognizes the right of the Union to select or conduct an election of Shop Stewards. The Union shall notify the Employer in writing of

the names of the Shop Stewards. All Shop Stewards shall be required to fulfill their obligations to the Employer and to perform their job duties as any other employee covered by this Agreement. Shop Stewards shall not interrupt employees while working.

Shop Stewards shall report violations of this Agreement to the Employer and to the Union and shall be entitled to assist in the handling of grievances. Shop Stewards shall not, however, interfere with the management of the business or direct the work of any employee. Shop Stewards shall not have the authority to alter, amend or modify any terms or provisions of this Agreement.

4.7. Union Visitation. Union representatives shall be privileged to visit the premises of the Employer, non-working areas at all hours for the transaction of official Union business. Union Officers and Business Agents shall text or email with reasonable advanced notification to the designated management representative of their presence upon the premises and shall not interrupt employees while working.

4.8. Bulletin Board. The Employer agrees to provide a space in which the Union may place a bulletin board for the posting of all their communications in a conspicuous area frequented by employees, provided such material is not detrimental to the labor-management relationship and Radisson Blu receives a copy of any material prior to posting.

4.9. Union Buttons. All employees shall be permitted to wear their official union and/or official steward button, provided the button size is no larger than one (1) inch in diameter.

4.10. Copies of Agreement. The Employer will provide a copy of this Agreement to all new hires along with the Employer's handbook and/or rules. The Union will provide a sufficient number of copies of this Agreement to Employer.

ARTICLE 5

NO STRIKES OR LOCKOUTS

5.1. No Strikes or Lockouts. The Union agrees that there shall not be any strike, sympathy strike, stoppage of work, slow downs, boycotts, secondary boycotts, refusal to handle merchandise, picketing of Employer's establishment or other interruption of work or interference with Employer's Hotel during the term of this Agreement or any extension; and the Employer agrees that there shall be no lockouts during the term of this Agreement or any extension. Participation by any employee in any such practices prohibited by this section shall be considered just cause for discharge or other disciplinary action to be determined by Radisson Blu and subject to the Grievance and Arbitration Procedure of this Agreement. The Union further agrees that it will notify and direct employees engaged in any unauthorized action as set forth above in this Agreement to return to work immediately.

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

ARTICLE 6

WAGES & JOB CLASSIFICATIONS

6.1. Wage Rates. The wage rates of pay for the Employees covered by this Agreement are set forth in the Schedule of Wages which is attached and made a part of this Agreement. Annual merit increases shall be determined by each employee's performance as measured by annual reviews, to be determined by the employer.

6.2. Full-Time/Part-Time Employees. Regular full-time employees are employees who have completed their probationary period and work a minimum of twenty-four (24) hours per week or more. Regular part-time employees are employees who have completed their probationary period and work a minimum of twenty (20) hours per week but less than twenty-four (24) hours per week.

6.3. New Classifications and Combinations. When the Employer establishes a new 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 shall be subject to negotiation with the Union. If the parties fail to reach agreement, the matter shall be pursued through the Grievance and Arbitration Procedure.

6.4. Higher Rate. An employee shall be paid the higher rate of pay for all work performed in a higher paid 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. Gratuities. 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 any fees required by the bank or credit card service on credit card charges. Employees shall reimburse the Employer tips paid on returned credit card charges provided proof of guest's failure to pay the Employer is shown to the employee.

ARTICLE 7

REST BREAKS, MEALS, UNIFORMS, AND EMPLOYEE AREAS

7.1. Rest Breaks.

- a) An employee scheduled to work a shift of four consecutive hours or more duration shall be provided a ten (10) minute rest period for each four (4) hours worked. Rest periods shall be scheduled by management according to departmental needs.
- b) Time allowed for rest periods shall be treated as paid time.

7.2. Meals.

- a) Employees shall receive one (1) meal per scheduled shift free of charge which is palatable and wholesome. A selection of meal items shall be available to include at least one hot entrée. The meal should be served under clean and sanitary conditions.
- b) Meal periods which are duty free shall be an uninterrupted one-half (½) hour for which the employee will clock out and will not be entitled to compensation. If employees are required to work during any portion of the

meal period, they shall receive their regular hourly rate for the entire meal period. There shall be no automatic deductions of the ½ hour.

7.3. Uniforms. The Employer shall provide uniforms and the laundering and upkeep of same for all employees who are required to wear uniforms at no cost to the employee. For Employees required to work outside, the uniform provided by the Employer shall include winter jackets. Aprons, gloves, and boots will be provided to any employee working in the stewarding or housekeeping department.

7.4. Business Costs. Employees shall not have unauthorized deductions made from their checks in violation of applicable laws, including Minnesota and federal statutes.

7.5. 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.

7.6. Employee Areas. The Employer shall maintain a dining area and locker rooms for employees in conformity with the requirements of the applicable sanitary code regulations and health ordinances. The Employer will provide individual lockers or locked garment bags for all regular employees.

7.7. Lost and Found. When an item is found, the employee must turn it into Security immediately. When an employee turns in any lost article, including cash, the Employer will log the article in and, if not claimed by the owner after sixty (60) days, the article may be claimed by the employee who found it and turned it in.

ARTICLE 8

HOURS OF WORK & OVERTIME

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) consecutive days, except in Banquets. The Employer's standard workweek shall be one hundred and sixty eight (168) hours beginning at 12:01 a.m. Monday through 12:00 midnight Sunday. The parties agree that business circumstances may require infrequent and temporary schedules where days off are not consecutive. The Employer agrees that, upon request, it will articulate to the Union the business circumstances justifying the split days' off. Employees may request, in writing, split days off subject to manager approval.

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. As an exception to the above, employees working in Banquets, or by mutual agreement, may be scheduled to work split shifts according to the needs of the business

8.4. Overtime Work.

- a) **Unscheduled Overtime.** Overtime shall be offered on the basis of seniority to those employees on duty except where business conditions make it impracticable to do so. If the Hotel is unable to meet its overtime staffing requirements through the use of volunteers, it may require

employees to perform the overtime work starting with the least senior qualified employee, except where business conditions make it impracticable to do so.

- b) **Scheduled Overtime.** Scheduled overtime shall be offered on the basis of seniority in the classification and required of the least senior employee in the classification.

8.5. Overtime Pay. All nonexempt employees covered by this Agreement shall receive overtime pay for all hours worked in excess of forty (40) hours per standard workweek.

8.6. Daily Premium Pay. All employees, except Banquet employees and positions regularly scheduled for ten (10) hour shifts, shall receive premium pay of time and one-half (1 ½) their regular straight-time hourly rate of pay for all hours worked in excess of eight (8) hours per day. Positions regularly scheduled for ten (10) hour shifts, except Banquet employees, shall receive premium pay of time and one-half (1 ½) their regular straight-time hourly rate of pay for all hours worked in excess of ten (10) hours per day.

8.7. Premium Pay for 7th Day. All non-exempt employees, except Banquet employees, shall receive premium pay at the rate of time and one-half (1 ½) their regular straight-time hourly rate of pay for all hours worked on the employee's seventh (7th) consecutive day of work. However, if the employee works this seventh (7th) day because of the employee's own request for a schedule change, or as a consequence of a request for a schedule change by another employee to which the impacted employee agrees, then that employee shall not receive premium pay for that seventh (7th) day.

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

8.9. Work Schedules. All work schedules shall be posted at least three (3) days prior to the first day of the schedule.

8.10. Replacements. The Employer shall be responsible for scheduling replacements in the event of call-offs. If an employee proposes a replacement, such substitute must be approved in advance.

8.11. Report-In Pay.

a) An employee called in and reports for work as scheduled without prior notice received by the employee not to so report shall receive a minimum of four (4) hours work or four (4) hours pay for that day at the employee's regular hourly rate; provided, the employee is available for work for the full period of time required. If an employee volunteers or requests to go home early, the employee is not entitled to report-in pay.

b) No employee shall be entitled to report-in pay or other pay or benefits 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.

8.12. Meetings. An employee who attends a mandatory Employer meeting that is held on the employee's scheduled day off or is not held within two (2) hours of the employee's scheduled shift, shall receive two (2) hours pay or work.

8.13. 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.

8.14. Discontinuance of Business. Except in the event of an act of God, if it is necessary to temporarily close down for a month or more, or permanently close any part of the hotel, the Employer will endeavor to give affected employees a minimum of two (2) weeks' notice. If the Employer fails to notify the affected Employee, the Employer will pay the equivalent of two (2) weeks of compensation. The parties acknowledge that unexpected fluctuations of business are beyond the control or knowledge of the Employer in the application of this section.

ARTICLE 9

SENIORITY

9.1. Definition. Seniority shall mean continuous length of service at the Hotel from the first day of work in each classification covered by this Agreement after completing probation. Such classifications are set forth in Article 1, incorporated herein. Seniority shall be established for each classification in which an employee is regularly scheduled. Employees who work on an intermittent basis in another classification shall not build seniority in that classification.

9.2. Same Start Date. In the event that two (2) or more employees, other than in the banquet department, 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. In the banquet department, if two (2) or more employees begin work on the same day a numerical suffix will be attached to the seniority date of such employees based on the employee's birthdate. The employee whose birthdate is closest to January 1 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 she/he 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, she/he shall be placed on the seniority list and her/his seniority shall then date from the first day of her/his current period of employment.

9.4. Probationary Period - New Classification. An employee transferred or promoted to a new 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 and schedule, for inability to perform the duties of the new job, or the employee may elect to return to their previously held classification, 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 the Union agree to recognize seniority in the following areas:

A. **Layoff and Recall.** During layoffs or reductions in the work force, the employee with the least job classification seniority in the job classification affected shall

be laid off first. When the work 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.

B. Bumping. Bumping shall not be permitted except in cases of layoffs or reduction of hours which would result in a permanent change in employment status.

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

D. Vacation & Holiday Scheduling. Scheduling vacation and holiday time within each department shall be based upon a first come – first serve, except that seniority shall determine vacation and holiday requests made at the same time. Approval shall be granted based on business needs. Such request shall be approved or denied in writing within seven (7) days.

E. Scheduling of Work. Where practical, senior employees who are qualified shall be scheduled to receive the maximum number of available hours on the work schedule up to an eight (8) hour day, five (5) day, forty (40) hour week. It is understood

that the Employer shall determine schedules and shifts, and employees shall not be permitted to establish their own work schedules or be permitted to work overtime without the specific approval of their Supervisor. Nothing herein shall be interpreted as a guarantee of a minimum number of hours or days of work. The parties agree that the current practice in Banquets of equitable distribution of available Banquet shifts among the Full Time Banquet staff shall continue. When Banquet Captains are scheduled as Banquet Servers they will not receive preference.

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

- a) Voluntary quitting or retirement.
- b) Discharge for cause.
- c) Failure to return to work after recall as provided above.
- d) Failure to return to work promptly at the end of an authorized leave of absence unless due to an act of God.
- e) Remaining on layoff for longer than twelve (12) months.
- f) Terminates employment from the regular schedule and works on an intermittent call-basis only.
- g) Is absent for three (3) workdays within a twelve (12) month rolling calendar without reporting to the Company the reasons for the absence.

9.7. 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 provide monthly updates to the Union as part of the Union's dues billing.

9.8. Job Openings. New job openings will be posted for a minimum of five (5) days, including the weekend and will be awarded to the most qualified applicant as determined by the Employer. In the event that more than one candidate has equivalent qualifications the senior internal candidate will be selected. The job opening may be filled from any source on a temporary basis during its vacancy.

ARTICLE 10

DISCIPLINE & DISCHARGE

10.1. Disciplinary Process. The Employer will discipline employees for just cause only. Discipline will normally be progressive as set forth below:

- (a) Verbal warning
- (b) Written warning
- (c) Final written warning
- (d) Discharge

Progressive discipline need not be followed in incidents of violations of a serious nature as provided in the Carlson Managed Hotels Employee Handbook or Standards of Conduct, a copy of which shall be provided to each employee. The Employer shall not terminate an employee without first suspending pending termination except where an investigation is unnecessary.

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

10.3. Warning Notices - Cancellation. Warning notices shall not be used as a basis for discipline after a period of twelve (12) months provided there have been no other written notices.

10.4. Notice of Discipline. The Employer shall provide notice to the employee and the Union of possible disciplinary action within a reasonable period not to exceed five (5) weekdays after receiving knowledge of an event, unless a longer period is agreed to

10.5. Disciplinary Meetings. In the event a meeting is held for disciplinary purposes, the affected employee shall have the right, upon request, to have a Union representative present.

10.6. Union Right of Review. The Union shall have the right of review of a discharge of any employee who has successfully completed the probationary period by following the Grievance and Arbitration Procedure of this Agreement.

10.7. Personnel Files. The Employer shall permit an employee, upon written request, to inspect his/her personnel file on the employee's own time at reasonable times.

10.8. Communication of Rules. All rules shall be communicated to employees prior to enforcement by the Employer. The Company's rules shall not conflict with this Agreement.

ARTICLE 11

GRIEVANCE AND ARBITRATION PROCEDURE

11.1. Grievance Procedure for Employees. Should differences arise between the Employer, the Union, and/or any employee who has completed his/her probationary

period, as to the meaning and application of this Agreement, the following procedure shall be followed:

STEP 1. The employee will take up the matter with his/her supervisor on an informal basis in order to settle the matter promptly.

STEP 2. If the matter is not satisfactorily settled in STEP 1, or it is a Union grievance, 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 Employer. This written grievance shall set forth the facts giving rise to the grievance. Failure to file such written grievance within fourteen (14) calendar days shall result in such grievance being barred from further consideration.

STEP 3. The representative of the Employer will meet and confer with the Union Steward or Union Business Agent within fourteen (14) calendar days after such written grievance in an effort to settle the grievance. If not settled at this conference, the Employer shall issue a decision in writing within fourteen (14) days from the time such grievance meeting is adjourned.

11.2. 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. Similarly, such abandonment by the Union shall be deemed an acceptance of the Employer's last position as stated, and the remedy, if any shall be accepted and enforced.

11.3. Grievance Procedure for Radisson Blu. Should differences arise between Radisson Blu, the Union, and/or any employee as to the meaning and application of this Agreement, the same procedure shall be followed.

11.4. Arbitration Procedure. If the grievance cannot be satisfactorily settled by the above steps of the grievance procedure, either Party 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. The grievance shall be arbitrated according to the procedure set forth below.

11.5. Selection of Arbitrator. The party desiring to arbitrate shall request the Federal Mediation and Conciliation Service (FMCS) to furnish the parties with a panel of seven (7) names of impartial Arbitrators. From this panel a representative of the Employer and the Union shall select the Arbitrator. The Arbitrator shall be selected by each party striking in turn one (1) strike at a time, three (3) names from the list of seven (7) persons. A toss of the coin shall determine the first (1st) 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 two (2) lists. The Parties may select an Arbitrator by mutual agreement. The selection of the Arbitrator and the hearing shall be within thirty (30) days of the request for arbitration, whenever practicable.

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

11.7. Mandatory & Exclusive Procedure. Consistent with the law, all parties to this Agreement desire and agree that all disputes between employees covered by this Agreement and Radisson Blu shall be mandatorily and exclusively resolved through this Grievance and Arbitration Procedure. Specifically, when an employee has any complaint, grievance, claim, administrative claim, judicial or legal remedy or a claim for relief, or difference regarding the application of the terms and conditions of this Agreement, it is agreed that the grievant shall use this Grievance and Arbitration Procedure exclusively as the exclusive contract remedy and as the alternative labor and employment law dispute resolution procedure consistent with all parties' rights and remedies under the law.

11.8. Final & Binding. Any decision reached at any stage of these grievance proceedings or by the arbitration procedure shall be final and binding upon the parties as to the matter in dispute, except as provided in the Federal Arbitration Act. The Employer, the Union, and the aggrieved employee shall comply in all respects with the result of such decision reached. The parties agree that such decision shall be enforceable in a Court of Law.

11.9. Arbitrator Limited to Terms of Agreement. The Arbitrator shall not have the power to add to, ignore, or modify any of the terms, conditions or sections of this Agreement. His/her decision shall not go beyond what is necessary for the interpretation and application of this Agreement in the case of the specific grievance at issue.

11.10. Award of Arbitrator. Where an employee has been discharged in violation of this Agreement, the Arbitrator may order him/her reinstated, either with or without back

pay/compensation for loss of income resulting from such discharge. An award of the Arbitrator shall not in any case be made retroactive to a date prior to the date on which the subject of the grievance occurred, and in no event more than sixty (60) calendar days prior to the filing of the grievance. The Arbitrator's written decision shall be issued within sixty (60) calendar days of the hearing.

11.11. Waiver. Any requirement of the Grievance and Arbitration Procedure may be waived by mutual written agreement.

11.12. Mitigation of Damages. An Arbitration award for back wages, if any, shall be reduced by unemployment compensation, workers' compensation, short and long term disability benefits, vacation pay and replacement income, including gratuities.

ARTICLE 12

LEAVES OF ABSENCE

12.1. Bereavement Leave. A maximum of three (3) days of paid leave will be granted when an employee's family member dies. Family members include spouse/domestic partner, child, mother, mother-in-law, father, father-in-law, grandparents, legal guardian, brother, brother-in-law, sister, sister-in-law, or grandchild.

12.2. Jury or Witness Leave. Employees needing time off to serve as a juror or witness (under subpoena) may take time off work to do so. Employees will be paid the difference between the straight time wages they would have earned and the amount they are paid by the court, not to exceed two (2) weeks except in the case of Grand Jury duty. Any additional required leave would be approved but unpaid.

12.3. Military Leave. Military leave will be provided in accordance with federal and State law. It will be the employee's responsibility to discuss with their supervisor and make the necessary scheduling arrangements. The Employer will comply with all re-employment provisions as required by law.

12.4. Personal Leave. Personal leaves may be granted, at the discretion of the Employer as set forth in the Carlson Managed Hotel Employee Handbook. 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 return to work 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.

12.5. 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 preserve but not accrue his/her seniority during the leave, provided the leave does not exceed twelve (12) months.

12.6. Family and Medical Leave. Under the Family and Medical Leave Act (FMLA), an employee may be eligible for an unpaid leave of absence of up to twelve (12) weeks for certain family and medical reasons (or twenty-six (26) weeks if caring for a service member). To be eligible for a family medical leave, an employee must have been employed for at least twelve (12) months (does not need to be consecutive) and must have worked at least 1,250 hours in the twelve (12) month period immediately preceding the FMLA leave request, unless state law dictates otherwise. Employees must apply, provide all required documentation, and qualify in order to receive Family and Medical Leave. Family and Medical Leave may be granted on an intermittent basis according to law.

12.7. Return from Leave. An employee returning from an authorized leave as provided for in this Agreement shall return to their previously held job classification with their seniority intact, unless the classification or schedule has been abolished

12.8. Immigration Status. In the event that an employee, who has completed his/her probationary period, has a problem with his/her residency status in the United States, the Employer agrees to meet with the Union upon request to discuss the job-related impact on the employee. The Employer agrees to recognize and afford employees all rights under the federal immigration laws concerning their immigration status and any change to that status.

ARTICLE 13

STATE AND FEDERAL LAWS

13.1. Recognition of Applicable Laws. Nothing contained in this Agreement shall require the Employer, directly or indirectly, to do anything inconsistent with the laws or regulations of any competent governmental agency having jurisdiction over the Employer. The Union and the Employer agree that they will not compel, force or cause, directly or indirectly, the other party to do anything in violation of any applicable law.

13.2. Governmental Legislation Coordinated. Any laws, legislation, or applicable executive orders, rules or regulations of the City of Bloomington, the State of Minnesota or the United States of America which impact favorably upon the employees covered by this Agreement shall be coordinated with the provisions of this Agreement for the purpose of eliminating pyramiding treatment of wages and benefits.

13.3. Equal Opportunity. The Union and the Employer agree that there shall be no discrimination by either party which violates any of the City of Bloomington, State of Minnesota or federal laws, ordinances, or regulations on equal opportunity.

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

13.5. Successors and Assigns. The Employer shall give notice of the existence of this Agreement and of the terms of this section to any prospective purchaser, transferee, lessee, assignee, etc. Such notice shall be in writing with a copy to the Union not later than thirty (30) days prior to the effective date of the sale.

13.6. Savings. If any section 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 Employer and the Union will negotiate necessary revisions of the Agreement within two (2) weeks. The remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect.

ARTICLE 14

Health, Dental and 401K BENEFITS

14.1. Benefits. Employer shall provide health benefits to Employees as set forth in Appendix C.

14.2. 401(k). Employer shall provide a 401(k) benefit to Employees as set forth in the Carlson Managed Hotels Employee Handbook.

ARTICLE 15

PAID TIME OFF – Vacation, Sick Pay, & Holiday Pay

15.1. Vacation Time Accrual. On the employee's first anniversary date, and every anniversary thereafter, the employee shall earn vacation hours to use in the upcoming year.

Vacation time is based on the average number of hours worked during the previous anniversary year (excluding overtime hours, up to a maximum of 40 hours per week) and years of service with the company.

Years of Service	Vacation Hours as of Anniversary Date
From 1 to 4 years	80 hours
From 5 years to 9 years	120 hours
10+ years of service	160 hours

Employees averaging less than 40 hours per week will receive pro-rated vacation based on actual hours worked. Upon written request, Employees shall rollover up to forty (40) hours of vacation to be used within six (6) months from their anniversary date. Any vacation carried over will be paid at the wage rate in effect at the time the vacation is earned.

If the employee terminates, only vacation earned, but unused from the previous anniversary date, shall be paid at termination.

15.2. Sick Pay. Eligible employees working 20 hours or more per week will receive sick pay based on the hours worked each pay period. Sick time will be earned at the rate of four (4) hours per month if you average 40 hours per week, based on hours worked excluding overtime hours. Sick time may be used after 90 days of employment. A maximum of 48 hours of sick time may be earned and will rollover year over year. Additional sick time will not be earned until your balance falls below 48 hours. Sick pay is not paid out at year-end or upon termination of employment.

Sick pay is a benefit for use when an employee experiences a personal illness, need to care for a family member that is ill (where required by state law), and medical/dental

appointments that require you to be off from work. Sick time may be used in increments of up to four (4) hours if the employee has a medical or dental appointment.

15.3. Paid Holidays. After 90 days of employment, employees who work 20 hours or more per week are eligible to receive pay for the following six (6) holidays. Holidays worked shall be paid at time and one-half (1½). Non-working holidays for full time employees will be paid eight (8) hours of straight time and part time employees will be paid four (4) hours of straight time at their standard rate of pay in their primary job classification. Employees must work their scheduled shift before and after the holiday to be eligible for holiday pay.

The following are recognized as paid holidays:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

15.4. Floating Holiday Accrual. After one (1) year of employment, employees who work more than 20 hours per week will receive up to two (2) floating holidays per year. The Floating Holiday is based on the average hours worked the prior anniversary year. Floating holidays are awarded on the employee's employment anniversary. Floating holidays do not carryover from one anniversary year to the next and must be used within each anniversary year to avoid losing them. At the time of termination, unused floating holidays are not paid.

15.5. Tipped Employee Vacation & Holiday Adjustment. In addition to their regular hourly rates, tipped employees working in the classifications of bell person, room service server, banquet server, banquet captain, lead server, restaurant bartender and server shall be compensated at the rate of \$6.50 per hour for all paid vacation taken

and non-working holidays (not to exceed a total hourly rate of \$14.50, but \$16.50 for captains).

ARTICLE 16

DEPARTMENTAL ISSUES

16.1 Departmental Issues. Specific departmental issues pertaining to Banquets, Room Service, Housekeeping, and Bellperson are set forth in Appendix D.

ARTICLE 17

TERM OF AGREEMENT

17.1. Term. This agreement shall be in effect for a period commencing on July 9th, 2015 and shall continue for a period of four (4) years to and including July 8th, 2019 and be automatically renewed thereafter, unless at least sixty (60) days prior to the termination date either party serves written notice upon the other by certified mail of a desire to terminate, change or modify this Agreement.

Agreed to this 11th day of September, 2015.

Harry Gorstayn, General Manager
Radisson Blu Mall of America

Nancy Goldman President
UNITE HERE LOCAL 17

Martin Goff, Senior Vice President
UNITE HERE LOCAL 17

Appendix A Job Classifications

Banquet Bartender	Public Space Cleaner
Banquet Captain	Restaurant Barback
Banquet Server	Restaurant Bartender
Banquet Set-Up	Restaurant Busser/Wait Assistant
Bell Person	Restaurant Expeditor
Cafeteria Attendant	Restaurant Food Runner
Cook I	Restaurant Host/Business Class Host
Cook II	Restaurant Server
Cook III	Room Attendant
Housekeeping House person	Room Service Server
Housekeeping Linen Runner	Steward
Lead Server	Storeroom Attendant
One Touch Operator	Turndown Attendant
Production Cook	

Appendix B Wage Schedule

7/9/2015	7/9/2016	2017	2018
3.5% increase for non-tipped employees, excluding cooks who will receive a 4%	2.5% increase	0% increase*	0% increase*

***Wage Reopener.** In July, 2017 the Employer and the Union agree to reopen negotiations for wages only for years three and four of the contract. The parties agree to commence these wage negotiations 60 days prior to July 9, 2017. During these negotiations, all other provisions of this contract shall remain in full force and effect.

Effective July 9, 2015 Bussers, Barbacks, and Wait Assistants hourly start rate will be increased to \$10.00 and Stewards will increase to \$12.00 and subject to the wage increases above beginning 2016. The Restaurant Bartenders hourly rate will be \$2.00 above minimum wage.

Job Classifications & Starting Rates.

Job Classifications	Starting Hourly Wage
Banquet Bartender	Minimum wage
Banquet Captain	\$10.25
Banquet Server	Minimum wage
Banquet Set-Up	\$12.00
Bell Person	Minimum wage
Cafeteria Attendant	\$12.00
Cook I	\$17.00
Cook II	\$15.00
Cook III	\$13.00
Housekeeping House person	\$12.00
Housekeeping Linen Runner	\$12.00
Lead Server	\$10.25
One Touch Operator	\$14.00
Production Cook	\$12.00
Public Space Cleaner	\$12.00
Restaurant Barback	\$10.00
Restaurant Bartender	\$11.00
Restaurant Busser/Wait Assistant	\$10.00
Restaurant Expeditor	\$13.00
Restaurant Food Runner	\$10.00
Restaurant Host/Business Class Host	\$12.50
Restaurant Server	Minimum wage
Room Attendant	\$12.00
Room Service Server	Minimum wage

Steward	\$12.00
Storeroom Attendant	\$14.00
Turndown Attendant	\$12.00

Appendix C Benefits

Effective January 1, 2016

Medical.

Deductible	\$800 individual \$1800 employee+ spouse, child(ren), family
Coinsurance	10%
Out of Pocket Max	\$3600 individual \$7800 employee+ spouse, child(ren), family, 1/1/2016 \$3000 individual \$7000 employee+ spouse, child(ren), family, 1/1/2017
Primary Care Provider/Convenience	\$25/\$5
Max HRA Funding	\$800 individual \$1600 employee+ spouse, child(ren), family
How HRA \$ Funded	50% automatic/ 50% earned through activities
HRA Funds rolled over year to year	Yes
Debit Card for HRA	Yes

Benefits Premiums.**Plan Employee-Only:**

2016: Frozen at 2015 monthly rate of \$64.48.

2017 & 2018: Annual increases will be shared 85% by the Hotel and 15% by the Employee, with the Employee portion of the increase not to exceed \$10 per pay period per contract year.

Plan Dependent:

2016: Frozen at 2015 monthly rates:

- Employee + Child(ren): \$252.04
- Employee + Spouse/DP: \$270.81
- Employee + Spouse/DP + Children: \$388.78

2017 & 2018: Annual increases will be shared 75% by the Hotel and 25% by the Employee, but the Employee portion of the increase not to exceed \$20 per pay period per contract year.

Dental, Vision, Life, AD&D and Disability.

Dental - elective employee only and employee plus family coverage on either the HMO or PPO option is available at a cost to employees. This cost may change during the term of this Agreement. The monthly costs are as follows:

Dental – HMO

- Employee Only: \$8.38
- Employee + Child(ren): \$25.13
- Employee + Spouse/DP: \$22.86
- Employee + Spouse/DP + Children: \$37.44

Dental – PPO

- Employee Only: \$15.71
- Employee + Child(ren): \$39.54
- Employee + Spouse/DP: \$46.13
- Employee + Spouse/DP + Children: \$65.87

Vision – elective employee only and employee plus family coverage is available at a cost to employees. This cost may change during the term of this Agreement. The monthly costs are as follows:

Employee Only	\$9.94
Employee + Child(ren)	\$18.98
Employee + Spouse	\$17.17
Employee + Spouse + Child(ren)	\$28.02

Group Term Life and Accidental Death & Dismemberment - Additional elective employee and family coverage is available at a cost to employees. This cost may change during the term of this Agreement.

Disability - elective coverage for short term disability and long term disability is available at a cost to employees. This cost may change during the term of this Agreement.

Disability Coverage	Short-term Disability	\$0.313/\$100CMP	
	Long-term Disability	(see schedule below)	
Elective Life Insurance	Employee Coverage	(see schedule below)	
	Spouse Coverage	(see schedule below)	
	Dependent Children	\$0.030/\$1000	
Elective AD&D	Employee Only (cost per \$1,000)	\$0.007	
	Family (cost per \$1,000)	\$0.010	
Contributions for Employee Elective Life, Spouse Elective Life and Long-Term Disability are based on age.			
The following chart describes the bi-weekly contributions for these benefit programs.			
Age	Employee Elective Life per \$1,000 of coverage	Spouse Elective Life per \$1,000 of coverage	Long-Term Disability as a % of coverage payroll
Under 25	\$0.019/\$1000	\$0.019/\$1000	\$.046/\$100CMP
25 but less than 30	\$0.023/\$1000	\$0.023/\$1000	\$.046/\$100CMP

30 but less than 35	\$0.031/\$1000	\$0.031/\$1000	\$.073/\$100CMP
35 but less than 40	\$0.035/\$1000	\$0.035/\$1000	\$.073/\$100CMP
40 but less than 45	\$0.038/\$1000	\$0.038/\$1000	\$.128/\$100CMP
45 but less than 50	\$0.058/\$1000	\$0.058/\$1000	\$.201/\$100CMP
50 but less than 55	\$0.088/\$1000	\$0.088/\$1000	\$.321/\$100CMP
55 but less than 60	\$0.165/\$1000	\$0.165/\$1000	\$.439/\$100CMP
60 but less than 65	\$0.253/\$1000	\$0.253/\$1000	\$.444/\$100CMP
65 but less than 70	\$0.487/\$1000	\$0.487/\$1000	\$.444/\$100CMP
70 but less than 75	\$0.791/\$1000	\$0.791/\$1000	\$.444/\$100CMP
75 or older	\$0.791/\$1000	\$0.791/\$1000	\$.444/\$100CMP
CMP = covered monthly payroll			

Appendix D Departmental Issues

Banquet Department

1. **Banquet Definition.** A banquet shall be deemed to be any reserved function with a pre-set menu and a fixed cost, supervised by the Banquet Department.
2. **Banquet Employees Seniority and Scheduling.** The Employer shall maintain a list of all regular banquet captains, servers and banquet bartenders who work on a full-time basis for the Hotel and a list of all banquet service employees who work on an on-call basis for the Hotel. To the extent practicable, the Employer shall divide available work equally among Full Time Banquet staff. Full Time banquet staff shall have preference in shifts prior to offering shifts to the Part Time staff. Banquet Captains shall have preference in server shifts prior to offering shifts to the-On Call server staff. Part Time banquet staff shall have preference in shifts prior to offering shifts to the On Call banquet staff.
3. **Service Charge.** The current service charge of 15.3% is split as follows: Banquet Server 14%; Banquet Houseman 1%; Banquet Captain .3% (in addition to a Server share of the 14%). Any changes to the current service charge shall be

negotiated with the Union. The Banquet service charge shall be pooled and divided on a weekly basis.

4. **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 records during usual office business hours with reasonable notice.
5. **Service Charge on Complimentary Functions.** Servers who work a promotional, complimentary, tasting, or sales promo for which the Hotel does not charge the guest, the server will be minimum wage per hour. An additional \$17 per hour, per server will be added to the service charge pool. Service charge on Wines shall be paid based on the price of the house wine. Service charge on donated food and beverage items shall be paid at the comparable menu item price.
6. **Carving Fee.** Cooks scheduled for a banquet carving station shall receive \$25 of the \$125 carving fee. The remaining \$100 of the carving fee shall go to the house.
7. **Moving Function Fee.** When a Banquet function has been set up and then must be moved to a different location, a \$25.00 fee shall be added to the banquet houseperson pool and a \$20.00 fee shall be added to the server pool.
8. Off site functions requiring transportation shall be paid at \$31.00 per hour per server.

9. Effective July 9, 2015 of the CBA, banquet servers will no longer be assigned the task of assembling box lunches.

Room Service

1. **Service Charge.** The Room Service Server shall receive an 18% service charge per room service order.
2. **Amenity Charge.** The Room Service Server shall receive \$5.00 per room for the delivery of an amenity.

Housekeeping Department

1. **Room Cleaning.** Room Attendants shall not normally be required to clean more than fifteen (15) rooms total per eight (8) hour shift. Room Attendants assigned thirteen (13) checkouts shall drop one (1) room.
2. Room Attendants assigned to more than three (3) floors shall drop one (1) room.
3. Two (2) room Suites shall count as two (2) rooms; three (3) room Suites as three (3) rooms.
4. Employees cleaning more than fourteen (14) rooms within eight (8) hours shall be paid (\$5.50) per each additional room.
5. Room Attendants shall be paid \$2.50 for each sofa bed made up.
6. The Hotel shall provide sufficient linen, equipment, and cleaning materials to all Housekeeping Employees.

7. **Vomit/Defecation Pay.** Any Employee required to clean vomit, defecation, blood, or bodily fluids shall be paid an additional fifteen \$15.00 for each such duty. Such pay will be subject to the approval of the Director of Housekeeping.
8. **Section bidding.** Room Attendant section bidding shall be determined based upon seniority. All sections shall be bid on a bi-annual basis.

Bellperson

1. **Group Luggage Charge.** The Bellperson shall receive \$5.00 per room for group luggage to a guest room. The Bellperson shall receive \$5.00 per room for group luggage picked up from a guest room.
2. **Amenity Charge.** The Bellperson shall receive \$5.00 per delivery to a guest room.
3. **In-house Amenity Charge.** The Bellperson shall receive \$1.00 per delivery to a guest room when paid for by the Hotel.