

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**RENAISSANCE MINNEAPOLIS  
BLOOMINGTON HOTEL**

**and**

**UNITE HERE LOCAL #17 AFL-CIO**

**May 1, 2025 through April 30, 2032**

## COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, effective this 1<sup>st</sup> day of May, 2025, between the UNITE HERE Local 17 AFL-CIO, hereinafter referred to as the “Union”, and the Renaissance Minneapolis Bloomington Hotel, hereinafter referred to as the “Hotel”, “Company”, “Employer”, 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 and housekeeping departments specifically listed in the Schedule of Wages, but excluding all administrative, accounting, human resources, front office, sales and catering department, clerical employees, telephone operators, professional employees, and all guards and supervisors as defined by Federal Statutory Labor Law. The listing of a classification in the Schedule of Wages does not require the Employer to employ any employee in that classification.

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

1.4 Freedom from Discrimination. The Parties agree to strive to achieve working environments where all employees are able to achieve their full potential, and neither party will discriminate against an applicant or employee on the basis of protected status under law. This Agreement shall be administered in accordance with the applicable provisions of the Americans with Disabilities Act (ADA), Title VII, the Civil Rights Act of 1991, the Pregnant Workers Fairness Act

(PWFA), the Minnesota Human Rights Act (MHRA), and any other applicable federal, state, and local employment laws.

## **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. All other agreements (whether verbal or written) and/or past practices not expressly incorporated by the parties into this Agreement are extinguished. The parties understand that practices established outside of the CBA following the effective date of this contract may constitute past practices for the term of this contract in accordance with Article 10.8. 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. It is understood the Employer's dues checkoff obligations both under this section and Section 3.4 shall automatically cease, and be without further force or effect, in the event the no strike/no lock out provision of Article 5 ceases to have effect.

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

3.5 Electronic Authorization. Employees may authorize dues/fees deductions 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. The Union will provide to the Employer a copy of the employee's written authorization prior to the end of the first payroll period in which dues/fees are owed.

3.6 New Employee Orientation. Upon request by the Union, a Union representative shall be afforded the opportunity to meet with new bargaining unit employees for up to fifteen (15) minutes upon the conclusion of the Employer's new employee orientation session. It is understood that the Employer schedules the new hire orientation date, time, and place. New hire employee participation in this Union orientation portion of the session shall be voluntary, and it shall be considered paid time. An Employer representative may also attend such meeting. The Union shall not make any disparaging comments about the Employer during such sessions. If the Union representative is a bargaining unit employee, that employee must log that time using a code designated by the Employer and that employee's participation shall not be compensable nor applied to any contractual working time or other pay or hours provisions. Participation in this training by the Union representative shall not be used to assert violations of hours of work obligations (including breaks) in the CBA.

3.7 Tip Check-Off. Employee(s) may, at their election, sign the following authorization form to allow the Employer to deduct the Employee(s)' authorized contribution to the MN State Council of UNITE HERE Unions Political Action Committee:

UNITE HERE MN TIP Political Action Committee:

GIVING WORKERS A VOICE!

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

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

Voluntary Political Deduction

Except as agreed to in Section 3 of this Article, the Union shall be responsible for distribution and collection of the TIP Political Action Committee authorization forms from Employees. The Union will provide to the Employer a copy of the employee's written authorization prior to the end of the first payroll period in which dues/fees are owed. Deduction shall be made once each month during which the authorizing employee has performed compensated services and transmittals shall occur no later than the twenty-fifth (25th) day of the following month in which the deduction is made and shall be accompanied by a list setting forth as to each contributing employee their name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The company shall send these transmittals and this list to: Treasurer, MN State Council of UNITE HERE Unions Political Action Committee, Minneapolis, MN 55414.

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 Employer.

3.8 Employee Information. The Employer shall provide quarterly to the Union a current 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.

3.9 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 or furnished by the Employer to the Union under any of such provisions (including, but not limited to, with respect to unauthorized disclosure to a third part(ies) of employees' information provided by the Employer to the Union in compliance with the foregoing provisions).

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

3.11 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 him/her by the Union. The name of such Chief Steward/Steward(s) shall be reported to the Employer. The Union shall designate the areas for which the Chief Steward/Steward(s) is responsible. Union Chief Steward/Steward(s) employed by the Employer shall be required to fulfill their obligations to the Employer and the Employer's guests and to perform their job duties as any other employee covered by the Agreement. Shop Stewards shall not interrupt employees while working.
- (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 Business Agents shall call ahead and shall notify the designated management representative of their intent to visit the premises and must receive an acknowledgment of such notice before visiting the premises. Union and Business Officers shall not interrupt employees while working.

3.14 Voter Registration. When requested by the Union with at least one (1) week's advanced notice, the Employer will provide a meeting space for the Union to meet with employees to provide the opportunity to register to vote.

3.15 Copies of Agreement. The Employer agrees to refer employees as part of their onboarding (or upon request by a current employee) to UNITE HERE! Local 17's website link to the collective bargaining agreement and will make available an electronic copy of the Employer's Handbook and/or rules for employees. The Union will continue to make available a digital copy of the collective bargaining agreement for employees and send paper copies to those employees who request it.

#### **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 work force 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; to determine the size and composition of its working force; to determine the number and type of equipment, material, products and supplies to be used or operated; to discipline or discharge employees for just cause; to maintain efficiency of employees; to determine assignments of work (including but not limited to specific duties and responsibilities to be performed); 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. The parties understand that practices established outside of the CBA following the effective date of this contract may constitute past practices for the term of this contract in accordance with Article 10.8.

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.

4.3 The hotel retains the right to determine when training is required before an employee can perform certain job duties associated with a given job classification and, if training is required, what that training will cover and how successful completion of that training will be defined. The Hotel further retains the right to select who (bargaining unit or non-bargaining unit with the exception of subcontractors) will be responsible for training other employees.

**ARTICLE 5**  
**NO STRIKE - NO LOCKOUT**

5.1 No Strikes or Lockouts. The Union agrees that there shall not be any strike, sympathy strike, stoppage of work, slow downs, boycotts, refusal to handle merchandise, picketing of the Employer's establishment covered by this Agreement or other interruption of work or interference with the Employer's Hotel during the term of this Agreement or any extension; and the Employer agrees that there shall be no lockouts during the term of this Agreement or any extension. Participation by any employee in any such practices 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.

In addition to those fringe benefits otherwise expressly outlined in this Agreement, the Employer will also provide eligible employees the following “perk” benefits: “Snappy” benefits, Team Member of the month award(s), Marriott room discount(s), and discount(s) for Spire hotel stays. Such “perk” benefits may be modified or ended during the term of the contract only if they end on the same terms as non-bargaining unit employees.

6.2 Receipt and Statement of Wages. Employees may elect to receive their wages via authorized direct deposit, authorized electronic pay card, or check. The Employer shall make available electronically to each of its employees at the time of payment of wages, the name of Employer, name of Employee, hours worked at straight-time pay for that pay period and year-to-date, hours worked at premium or overtime pay for that pay period and year-to-date, rate(s) of pay for that pay period and year-to-date, Vacation pay for that pay period and year-to-date, holiday pay for that pay period and year-to-date, Vacation accrual balance, and authorized deductions for that pay period and year-to-date.

6.3 Rate Increases. The wage scale as set forth in the Schedule of Wages of this Agreement reflects minimum rates and does not prohibit the Employer, at its discretion, to hire an employee at a higher rate than the minimum rate for that position or to issue a rate increase above the minimum rate increase in the Schedule of Wages to an employee during their employment. The Hotel shall provide the Union with notice of such increases.

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 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".
- (e) Coupon/Vouchers. Servers and bartenders shall be paid a flat-rate of \$2.00 per coupon or voucher used for a LARS breakfast buffet. Servers and bartenders shall be paid a flat rate of \$6.00 per coupon or voucher used for a group breakfast buffet.
- (f) A eighteen percent (18%) gratuity will be automatically placed on all parties of eight (8) or more.

6.9 Ala Carte Compensation If the Employer wishes to change the method of compensation for ala carte service persons, the Employer agrees to negotiate with the Union and reach prior agreement before any such change is put into effect. In the event the Parties bargain to impasse, such unresolved issue shall be arbitrated in accordance with the arbitration procedure in Section 10.3.

6.10 Promotion and Transfer. Employees promoted to another classification shall move to the next higher rate in the new classification, except those employees employed for less than one (1) year and, employees transferring to a higher paying classification who shall be moved to the next step they are currently in.

## **ARTICLE 7**

### **MEALS, UNIFORMS AND EMPLOYEE AREAS**

#### 7.1 Meals.

- (a) The Employer shall continue to provide employees meals free of charge, but only while on duty or as otherwise approved by the employee's manager.
- (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. No present employee shall suffer a wage reduction or be imposed with added hours through the effect of this Agreement. Present meal periods shall not be increased in order to defeat the purpose of this section.
- (c) The Employer shall provide meals which are palatable and wholesome. A selection of meal items shall be available to include one (1) hot protein entrée option or one (1) sandwich option, either of which will include one side

(which may include soup or salad). 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 three (3) uniforms to each employee. Employees are to maintain their uniforms using appropriate care. In the event a uniform is deemed not presentable for work, Employees may turn in a uniform for replacement. Replacement will be subject to the employee's supervisor's approval and, except in extenuating circumstances, replacements will be limited to three (3) replacements per year.

Employees must turn in their uniform(s) to the Employer upon separation from employment.

The Employer shall provide laundering, and upkeep of the uniforms required for all culinary and stewarding employees.

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 repellent aprons, gloves and rubber boots will be available to those working in the dish area. Employees will also be eligible for a slip resistant shoe subsidy on the same terms and conditions offered to non-bargaining unit employees, which may be subject to change at the employer's discretion provided such changes apply equally to bargaining unit and non-bargaining unit employees alike.

## **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 1/2) 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. The Employer retains the right to modify shift start/stop times based on business needs, including staggering of shifts, and determine the number of employees needed on a given shift. The Employer will provide at least two (2) weeks' advance notice to impacted employees of indefinite modifications to shift start/stop times and will meet and bargain over the effects of such changes for current bargaining unit employees with the Union upon the Union's request.

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

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

8.6 Daily Premium Pay. All non-exempt employees shall receive premium pay of time and one-half (1 1/2) 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 (1 1/2) premium after eight (8) hours shall not be applicable to employees regularly scheduled for ten hour days.

8.7 Premium Pay for 6<sup>th</sup> and 7<sup>th</sup> Day.

- (a) 7<sup>th</sup> Day - All non-exempt employees shall receive premium pay at the rate of one and one-half (1 1/2) their regular straight-time hourly rate of pay for all hours worked on the employee's seventh (7<sup>th</sup>) consecutive day of work.
- (b) 6<sup>th</sup> Day - All non-exempt employees may elect to work on the sixth (6<sup>th</sup>) 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 6th day, or 6 out of 7 days, at the applicable one and one-half (1 1/2) rate in accordance with 8.8.

(c) Schedule Requests - If an employee works a sixth (6<sup>th</sup>) 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 (1 1/2) his or her hourly rate of pay for that sixth (6<sup>th</sup>) consecutive day or six (6) out of seven (7) days.

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

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

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

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

8.12 Report-in-Pay

(a) An employee called in and reporting for work as scheduled without prior notice received by the employee not to so report shall receive a minimum of 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.

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

8.13 Language Specialist. An employee designated by Management to translate at department meetings or Hotel-wide meetings will be paid ten dollars (\$10.00) for such translations.

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

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

8.16 Discontinuance of Business. If it is necessary to temporarily close down for remodeling or permanently close any part of the Hotel, the Employer will give affected employees a minimum of 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.

8.17 Rest Breaks. The Hotel shall continue to provide paid breaks in accordance with current practices. 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. For the purposes of this Agreement, seniority shall mean an employee's continuous length of service as outlined herein in a classification covered by this Agreement after completing probation. Such classifications are set forth in Appendix B, incorporated herein.
  - i) Non-banquet non-probationary staff employed as of May 1, 2025 who have worked sixteen (16) shifts in a given classification in a sixty-day (60) consecutive period as of the date of ratification of this contract and have not broken seniority in that classification as outlined in this Article shall be deemed to have accrued seniority in that classification dated from that 16th shift. Accrual of seniority in any other classification following the date of ratification will follow the same shift threshold as outlined in subsection ii below.
  - ii) Non-banquet staff employed after May 1, 2025, shall begin to accrue seniority in a given classification on their 20th shift in a sixty-day consecutive period, provided the employee has completed their probationary period. Seniority in that classification will be made retroactive to the first scheduled shift in that classification.
- iii) Banquet Servers, Banquet Set-up and Banquet Bartenders. Employee's whose primary job position is Banquet Server, Banquet Set-up and/or Banquet Bartender 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 (2) or more employees begin work on the same day in the same classification, 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) calendar 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) calendar days after written notice to the Union and the employee of such extension and the reason therefore. After the probationary period, the employee shall be placed on the seniority list for the classification in which they have attained seniority in accordance with Section 9.1(a) and their seniority in that classification shall then date from the first day of their current period of employment. The Employee shall be placed in a primary job position within that classification.

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 in accordance with their classification seniority. Employees so returning to previous work shall suffer no loss of seniority in the classification to which they are returned.

9.5 Areas of Seniority. The Employer and Union agree to recognize classification 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 9.7 and 9.9 below provided they remain willing and immediately qualified to perform the work available.
- (b) Scheduling of vacation time subject to the scheduling provisions in Article 15.
- (c) Offering of overtime work and requiring in reverse order of classification seniority, subject to Section 8.4, provided the employee is willing and immediately qualified to perform the overtime work available.
- (d) Employees may exercise their classification 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, employees who are immediately qualified for and willing to perform the hours available in a given classification shall be scheduled to receive the maximum number of available hours on the work schedule based on their seniority in that classification up to an eight (8) hour day, five (5) day, forty (40) hour week. It is understood that if an employee has dual classification seniority as outlined in this Article, the Hotel will have complied with this provision provided it offers up to forty (40) hours total (if available) in one or more of the classifications in which the employee has seniority. It is further understood that employees do not have classification seniority preference over days of the week. Employees may not claim part of a shift and may claim shifts only when they become available on a regular basis, defined as open hours in a given classification for an anticipated period of more than twelve (12) consecutive weeks. 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 position openings within a classification, with the understanding that if employees are equally qualified, the position will be awarded to the most senior employee in that classification. Where seniority in that given job classification is equal among otherwise equally qualified candidates, and the candidate with the greater years of service with the Hotel will be awarded the position.

(g) Upon request in writing, any employee scheduled less than five (5) days per week may exercise their classification seniority for five (5) days of work per week in that classification when additional shifts become vacated on a regular basis (defined as an open shift in a classification of an anticipated period of more than twelve (12) consecutive weeks), unless such shifts are eliminated, and provided the employee is immediately qualified for and willing to perform the work available. 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 classification seniority. Picking up these hours shall not result in seniority in the banquet classification.

- (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.

9.6 Use of Part-Time and Temporary Employees. Where practical, the Employer shall not use two (2) or more part-time employees or a temporary employee to perform work where a qualified, full-time employee is available in that classification to perform that same work and requests such hours in advance of the schedule posting by email or in person to their manager (or the manager's designee); except in those scheduling situations where the Employer is required to meet the report in provision (8.12), the available work requires the use of overlapping schedules or a split shift (except wait staff) or where such scheduling is otherwise not practical in the Employer's operations.

9.7 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 provided the employees remaining are immediately qualified and willing to perform the work available. 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.

9.8 Bumping. Bumping, including with respect to job positions, shall not be permitted except in cases of layoff as described in 9.7(a).

9.9 Classification Seniority. Employees changing classifications shall begin their seniority for scheduling in accordance with 9.1(a)(i) into the new classification.

a) Return to Prior Classification in Case of Layoff. Notwithstanding Section 9.1(e), 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 with the understanding that the employee(s) exercising bumping rights must be qualified to perform the work available in the classification in which they are bumping.

9.10 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.

9.11 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 classification seniority for the classification in which they were laid off, 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.

9.12 Job Posting. New job openings for positions in classifications 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 in accordance with 9.5(f), 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.

Where permanent job openings arise, the employer will post for such openings before bringing in a temporary employee as needed.

The Employer shall use its reasonable best efforts to hire for the open position. It is understood that the Employer determines if an applicant is qualified for a given position and that declining to hire an applicant as not qualified does not violate the condition the Employer use its best efforts to fill the role.

9.13

**ARTICLE 10**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

10.1 Grievance Defined. A grievance is defined to be any matter(s) involving an alleged violation of this Agreement occurring during its term only as a result of which the aggrieved party maintains that their rights or privileges have been violated by reason of the other party's interpretation or application of the provisions of this Agreement. The parties agree to keep the grievance procedure free of non-meritorious grievances.

10.2 The Company and the Union agree to the following exclusive procedure of presenting and adjusting grievances.

Step 1: Any aggrieved party having a complaint may discuss it orally (an aggrieved employee may discuss the grievance with their immediate supervisor and/or on-site human resources representative and may include the Union Steward) before the matter is to be made the subject of a grievance.

Step 2: If the grievance is not satisfactorily settled at Step 1, the grievance may be reduced to writing. A grievance brought by or on behalf of an employee shall be signed by the employee and/or by the Union representative. The grievance shall set forth the facts of the dispute including the dates and persons involved, the relief sought and shall refer to the specific provision or provisions of the contract alleged to have been violated.

All written grievances must be filed with the other party's designated representative within the fourteen (14) calendar days immediately following the date on which the circumstances giving rise to the grievance occurred. If a grieving party fails to file a grievance within the time frame set forth by this provision, the grievance shall be deemed waived and be deemed barred from further consideration.

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 a written grievance in an effort to settle the grievance.

If the grievance is not resolved at the Step 3 meeting, the responding party shall give its written answer within fourteen (14) calendar days following the Step 3 meeting.

Step 4: The responding party's Step 3 answer shall be final unless the grieving party appeals the grievance to arbitration by giving written notice of its desire to arbitrate to the other party's designated representative within fourteen (14) calendar days after receipt of the responding party's Step 3 answer.

10.3 Arbitration. If the grievance is appealed to arbitration, within fourteen (14) calendar days of the receipt of the notice specified in Step 4, the party requesting arbitration shall request the Bureau of Mediation Services (BMS) or the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators (with a copy of such request to the opposite party). Each party shall have the right to reject one (1) panel of arbitrators within seven (7) regular business days of its receipt of that panel. The party requesting arbitration shall strike one (1) name from the list, and then

each party shall in turn strike a name until one arbitrator is left. The arbitrator shall be notified of their selection by a joint communication from the Company and the Union requesting they set a time and place for the hearing, subject to the availability of the Company representatives and the Union representatives. No grievance appealed to arbitration shall be changed or expanded in any manner from its content in the prior steps of the grievance procedure unless by mutual consent of the parties. The parties may select an arbitrator by other means, if such other method of selection is confirmed by written stipulation. Selection by alternative means shall not toll the deadline for requesting an FMCS panel.

The selection of the arbitrator shall be within thirty (30) days of the request for arbitration, whenever practicable.

10.4 Mediation. After a grievance has been appealed 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 FMCS or BMS at no cost to the parties. The Employer and the Union shall give good faith consideration to the recommendations of the mediator.

10.5 Authority of Arbitrator. Only one grievance may be decided by the arbitrator at any hearing; however, the parties may agree to waive this requirement in writing. The arbitrator shall have no right to add to, subtract from, nullify, ignore, or modify any of the terms of this Agreement or the issue before them. They shall consider and decide only the particular issue presented to them in writing by the Company and the Union, and their decision and award shall be based solely upon their interpretation or application of the terms of this Agreement. If the matter sought to be arbitrated does not involve an interpretation of the terms or provisions of this Agreement, the arbitrator shall so rule in their award. The arbitrator shall render no award under this Agreement that shall be retroactive beyond the date the grievance was originally filed with the Company (except for a grievance relating to the payment or nonpayment of applicable wages, for which consideration of payments owed may not extend beyond a two (2) year lookback prior to the date the grievance was filed), or impose any liability not explicitly expressed herein. The award of the arbitrator shall be final and binding on the Company, the Union and the employee or employees involved. The Arbitrator shall not establish or change any basic wage rate already in effect. The Arbitrator shall have the power to interpret any State or Federal statute when the compliance or noncompliance therewith shall be involved in the determination of a grievance. Any case appealed to the Arbitrator on which the Arbitrator has no power to rule shall be referred back to the parties without decision.

10.6 Arbitration Expenses. Where a matter proceeds through arbitration, the expenses of the arbitrator, including their fee, shall be paid by the non-prevailing party. In cases where arbitration is cancelled as the result of a compromise settlement, fees or costs of the Arbitrator shall be shared equally by the parties, unless otherwise agreed to by the parties in the compromise settlement. Each party shall otherwise be responsible for its own arbitration expenses. The parties will reserve a neutral, third-party space for arbitration unless mutually agreed to by the parties. The cost of reserving the space for the arbitration hearing shall be split between the parties except in cases of cancellation by one party.

10.7 Effect of Time Limits. The parties agree to follow each of the foregoing steps in the processing of a grievance; and if, in any step, the responding party's representative fails to give their written answer within the time limit therein set forth, the grievance shall automatically be transferred to the next step at the expiration of such time limit and the responding party shall be responsible for any applicable charges through FMCS or BMS for

requesting the arbitration panel. Following the timely filing of a written grievance in accordance with Section 10.2 above, if the grieving party thereafter fails to meet a deadline specified herein, the grievance shall automatically be transferred to the next step at the expiration of such time limit.

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 Extension of Time Limits. Extensions of days to present or answer a grievance may only be extended by written agreement.

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

## **ARTICLE 11** **DISCIPLINE AND DISCHARGE**

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

- (a) Verbal warning
- (b) Written warning
- (c) Suspension or Final Written Warning
- (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 signed by the employee. Such signature shall in no way be an admittance of wrongdoing on the part of the employee. A copy of such reprimands and/or notices shall be given to the employee and the Union.

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

11.4 Suspension and Discharges. All suspensions and discharges will be in written form and copies will be mailed or emailed to the Union immediately upon issuance of such notices. Where investigation of an incident requires removal of an employee(s) from the site pending the conclusion of the investigation, the Company will place the employee(s) on a suspension pending investigation.

11.5 Translations During Investigative Interviews. Upon the request of the Employee, the Employer shall provide translation services for Employees not fluent in English during any investigative interview that may lead to discipline or discharge.

11.6 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.

11.7 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 conditions coverage would have been provided if they had continued employment during this period. If an employee fails to return from their Family and Medical Leave, except for a continuation, reoccurrence or onset of a serious health condition, or something else beyond the employee's control, the Employer may recover all of the health care coverage premiums paid during the Leave.

12.4 Minnesota Paid Family and Medical Leave. (Effective January 1, 2026, or such later date as may be determined by law):

Contingent upon the Minnesota Paid Family and Medical Leave Act ("MN-PFMLA") going into effect, the Employer and Union agree that:

a. The Employer will comply with all applicable provisions of the MN-PFMLA. Employees eligible for leave under the MN-PFMLA shall be required to follow the Employer's policies and procedures in applying for and taking leave under the Act.

b. Effective January 1, 2026 (or when the law goes into effect, whichever occurs later) the Employer will pay fifty percent (50%) of the premiums required by Minnesota Statute § 268B.14, subd. 3 and employees will pay fifty percent (50%) of the premiums through payroll deduction from their wages subject to paragraph d below.

c. Whenever applicable, leaves of absence under the contract (which also qualify for time off under the Minnesota Paid Family and Medical Leave Act (MN-PFMLA)) will run concurrently with the MN-PFMLA.

d. In the event MN-PFMLA is rescinded, it is understood that the Employer will no longer be bound to comply with the terms of this Section. In the event MN-PFMLA is rescinded or amended

in part, it is understood the Employer will only be bound to thereafter comply with the above terms if they remain required by MN-PFMLA.

12.5 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.

12.6 Child Care Leave. Eligible employees shall receive "Child Care Leave" in accordance with the Minnesota Parenting Leave Act. Such leave shall be taken concurrent with available leave under FMLA and Maternity Leave. An employee shall be granted an unpaid child care leave of absence of up to six (6) months in connection with the birth or adoption of 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".

12.7 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.

12.8 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.

12.9 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.

12.10 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, parent, sibling, or parent-in-law. An employee must also notify the Employer of the need for bereavement leave and, afterwards, of the facts of the bereavement leave.

12.11 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.

12.12 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.

12.13 Sick and Safe Time. In addition to vacation as provided in Article 15, all eligible employees shall accrue one hour of paid time per thirty (30) hours worked, up to an annual accrual cap of forty-eight (48) hours. This paid time may be used for reasons covered by the Minnesota Earned Sick and Safe Time law or Bloomington Sick and Safe Time Ordinance, which shall run concurrently together ("Sick and Safe Time"). Employees may carry over accrued, unused Sick and Safe Time, but in no event may have more than eighty (80) hours of Sick and Safe Time at any point. Accrued, unused Sick and Safe Time will not be paid out upon separation from employment. Employees eligible for Sick and Safe Time shall be required to follow the Employer's policies and

procedures in applying for and taking the time off. Whenever applicable, leaves of absence or other time off under the contract (which also qualify for Sick and Safe Time) will run concurrently with Sick and Safe Time. In the event the Minnesota Earned Sick and Safe Time Law and/or the Bloomington Sick and Safe Time Act is/are rescinded, it is understood that the Employer will no longer be bound to comply with the terms of this Section. In the event the Minnesota Earned Sick and Safe Time Law and/or the Bloomington Sick and Safe Time Act is/are rescinded or amended in part, it is understood the Employer will only be bound to thereafter comply with the above terms if they remain required by the Minnesota Earned Sick and Safe Time Law and/or the Bloomington Sick and Safe Time Act is/are.

12.14 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. 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 1<sup>st</sup> shall receive one paid (1) personal day to be used in that calendar year which shall not carry over. On January 1 following an employee’s eighth anniversary date of hire, the employee will receive an additional personal day to be used in that calendar year which shall not carry over. Unused personal days will not be paid out upon separation of employment and may not be used during the notice period of an employee’s resignation as defined in Section 15.5. Tip adjustment does not apply to the personal day(s).

**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 was 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 on Thanksgiving and Christmas.

**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 (1) year, but less than two (2) years	One (1) week
Two (2) years, but less than five (5) years	Two (2) weeks
Ten (10) years, but less than twenty (20) years	Three (3) weeks
Twenty (20) years, or more	Four (4) 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. The Employer shall respond in writing to each employee's written vacation request submitted on an Employer-provided request form as soon as possible. A request form submitted within thirty (30) days of the requested vacation shall be responded to within seven (7) days. Employees may request time off with less than thirty (30) days' notice, shorter notice requests will be responded to as soon as possible in all events prior to the first requested day off and shall not be unreasonably denied. 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. However, once a vacation request is approved, it will not be rescinded in the event a more senior employee requests the same day(s). 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. Vacations are not cumulative and must be taken within the vacation period established by the Employer.

Vacations 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 two (2) weeks prior to such termination and not use vacation during that two (2)-week notice period 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 \$6.50 per hour for all vacation hours taken and paid.

**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 shall receive the following percentage of the Management Administration Fee:

<u>Management Admin Fee</u>	<u>Employee Percentage of Management Admin Fee</u>
15 % or less	12.00%
16%	12.33%
17%	12.66%
18%	13.00%
19%	13.33%
20%	13.66%
22%	14.00%
24%	14.50%

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

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. The Hotel shall have a consistent procedure for scheduling of on-call banquet servers. The Hotel may utilize regular wait staff when necessary for Banquet events. It is understood that regular wait staff who are used for Banquet events when necessary shall not accrue Banquet classification seniority.

a) Appendix B further outlines job positions within certain classifications. Employees accrue seniority by classification only and will not accrue seniority by job position

b) Classifications with Multiple Job Positions. Employees will be assigned a primary job position. Preference for a primary job position in a given classification will be based on the employee's seniority in that classification and shall only be allowed to be changed when there is an opening in a job position. An "opening" for purposes of this Article shall be defined as when a job is posted for hire in accordance with Section 9.11 (Job Postings). Notwithstanding this placement, the Employer may require an employee to perform available work in another job position, regardless of classification, based on business needs including, but not limited to, to comply with Article 9.5(e)(1). An employee will not be assigned to work in a non-primary job position if there is an immediately qualified and available employee whose primary job position is that area where the work need is or a temporary employee who is immediately qualified to perform work in the area where the work need is (in that order).

c) The Employer may create additional job classifications and/or positions within the classifications outlined in Appendix B in accordance with Article 6.3.

d) Break in Job Classification Seniority. An employee will be considered to have broken their seniority in a given classification for purposes of Section 9.5 if they have not worked a shift in that classification in any rolling ninety (90) calendar day period unless the employee is on an approved leave of absence.

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

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 Cleaning. No housekeeping employee shall be required to clean an unreasonable number of Rooms. One "Room" for purposes of this section shall be defined as one (1) checkout, or one (1) full clean stayover, or two (2) refresh cleans.

A "refresh" clean involves the following duties per Room clean:

- Make the bed with same sheets (unless large stain/spill)
- Replenish all guest amenities/supplies (see manager for current list)
- Replace towels or wash cloths that are not hanging in the bathroom or on bathroom counter
- Empty trash and recycling
- Clean any large spills

In the event this list of duties needs to be modified due to change in business circumstances, the Company will meet and discuss such change(s) with the Union prior to implementation.

Where an employee is directed by their supervisor to perform duties beyond the refresh duties in place at that time, the room clean will be designated as a full clean stayover for purposes of this Section. Failure to so designate may be subject to the parties' grievance and arbitration procedure and an arbitration award in favor of the Union will result in the disputed room being designated as a full clean stayover for purposes of this Section.

Room Attendants scheduled Monday through Thursday who clean more than sixteen (16) Rooms, with a maximum of fourteen (14) checkouts shall be paid seven (\$7.00) dollars per Room in addition to their base pay.

Room Attendants scheduled Friday who clean more than fifteen (15) Rooms, with a maximum of fourteen (14) checkouts shall be paid seven (\$7.00) dollars per Room in addition to their base pay.

Room Attendants scheduled Saturday and Sunday who clean more than fifteen (15) Rooms, with a maximum of twelve (12) checkouts, shall be paid \$7.00 per Room in addition to their base pay.

The Hotel will distribute Room clean types as evenly as possible without disruption to operations and consistent with Article 9.5(i).

All Room Attendants will receive one (\$1.00) dollar for every two (2) refresh rooms cleaned on their shift.

17.2 Daily Cleaning. The Hotel shall provide daily stayover room cleaning unless (i) a guest declines housekeeping service by using a Do Not Disturb, Privacy, or No Service sign, or otherwise so informs the Hotel that service is declined; or (ii) the Hotel is unable to clean occupied guest rooms for reasons outside of the Employer's control. An Employee who is notified that their assigned room is not to be cleaned must notify their supervisor as soon as possible.

17.3 No Service Rooms. "No service" rooms shall not be counted as a cleaned room. A room attendant may be assigned other work in lieu of such rooms (including assignment of additional rooms) but shall not be required to leave early.

17.4 Guest Incentives. If an ongoing incentive program may directly result in an indefinite material alteration to bargaining unit employee(s)' regularly scheduled number of weekly work hours, the employer will inform the union prior to the implementation of the program.

17.5 Renovations. In the event the Hotel renovates rooms or adds appliances which would directly result in an indefinite material alteration to bargaining unit employee(s)' regularly scheduled number of weekly work hours of room attendants, the Employer agrees to notify the union at least thirty (30) days in advance where practicable.

17.6 Gratuities. The Employer and the Union agree that monetary gratuities left by guests in hotel rooms are for the exclusive benefit of room attendants. No one shall be permitted to remove a gratuity from a guest room other than the Room Attendant who cleaned that room. The Employer shall limit the Employees that have access to the guest room prior to the assigned Room Attendant.

17.7 More than Three Floors. If a housekeeping employee is scheduled to clean more than three (3) floors in a shift, the applicable total room cleaning requirement shall be reduced by one (1) room for that shift.

17.8 Assistance. A housekeeping employee may request assistance when the nature of the work to be performed is quite difficult or hard to perform. Room cleaners are not required to perform work which would require them to stand on a chair, bath tub or vanity.

17.9 Biohazard Pay. Any employee who, after notifying their supervisor of biohazard material (including vomit, defecation, blood) is required to clean the biohazard material will be paid an additional twenty dollars (\$20.00) for such duty. Such pay will be subject to the approval of the Executive Housekeeper.

17.10 Pet Pay. Any Room Attendant required to clean a room where a pet has stayed in the room shall be paid an additional twenty (\$20.00) dollars for such duty when a pet fee is charged to the guest.

17.11 Smoking Rooms. Any employee required to clean a room in which a guest has smoked in shall be paid an additional twenty (\$20) dollars for such duty when a smoking fee is charged to the guest.

17.12 Room Self Inspection Rate. Employees may be approved to self-inspect rooms by the Employer per the Employer's Self-Inspector Program Guidelines. Approved employees will receive one dollar (\$1.00) per hour above the Employee's regular hourly rate of pay when the Employer schedules them to self-inspect. It is understood that the Employer retains the discretion of when and how often to assign an employee who is approved to self-inspect rooms. Removal from the Self Inspector Program in accordance with the Room Attendant Self-Inspector Program Guidelines will not be subject to the grievance and arbitration provisions of the CBA.

It is understood that non-bargaining unit employees may inspect rooms and nothing in the establishment of this Room Self Inspection Program modifies this understanding.

## **ARTICLE 18** **PANIC BUTTONS**

### 18.1 Panic Buttons.

a) Devices Within one (1) year of the date of this Agreement, the Employer shall provide a safety alarm that is in compliance with brand standards, to each employee assigned to work in a guest room without other employees present, at no cost to the employee. Each employee shall be required to carry the device with them when working and to utilize such device when they believe there is an ongoing crime, harassment, or other emergency in the employee's presence. The devices shall be able to summon immediate on-scene assistance to their location from another employee or security guard. The purpose of this section is to protect employee safety. The device may not be used to track or discipline for productivityrelated issues. The employee in danger may cease work and leave the immediate area where the incident occurred to await the arrival of the employee or security personnel responsible for providing immediate assistance.

b) In the event that the Employer receives an accusation that a guest has made an unwanted sexual advance, request for sexual conduct, or other verbal or physical conduct of a sexual nature towards an employee of the establishment the Employer shall complete an incident report and shall investigate the accusation. At the conclusion of the investigation, the Employer shall take any appropriate remedial measures, if any, to protect its employees and guests. At the conclusion of the investigation, the Employer shall inform the complaining employee that the matter has been addressed. Upon a reasonable request, the Employer shall reassign the employee to a different floor from the guest's registered room for the entire duration of the guest's stay. Reassignment shall be made at the determination of the Employer and seniority of the requesting employee shall not govern that reassignment.

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 on hotel property to provide a police statement, and shall fully cooperate with any investigation into the incident undertaken by the agency.

d) If a guest is convicted of or pleads guilty to sexual or other criminal conduct against an employee, upon receipt of such notice by the Hotel General Manager, the Hotel shall ask law enforcement to inform the guest that they are prohibited from returning to the Hotel.

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

## **ARTICLE 19** **SUPPLIES AND EQUIPMENT**

19.1 Supplies. The Employer shall provide employees with necessary supplies and equipment for the performance of their duties. Employees shall not be disciplined for not completing their work assignments if the employee has given immediate notice to management of the need for certain supplies and/or equipment to perform their job duties, which the Employer agrees is necessary to perform the work and the Employer is unable to provide the necessary supplies and/or equipment by the time the work is needed to be performed.

19.2 Defective Equipment. Employees shall report to the Employer all defects of equipment in the manner determined by the Employer. The Employer shall investigate the defect and if it is determined the defect makes the equipment unsafe, the Employer will make necessary repairs, where possible, or replacement.

## **ARTICLE 20** **SAFETY COMMITTEE**

20.1 Safety Committee. The parties shall maintain a safety committee consisting of at least two (2) management representatives and two (2) bargaining unit employees. The committee shall meet at regular intervals to review, discuss, and make recommendations concerning matters related to safety.

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 risks an imminent danger to health and safety. Prior to exercising their rights under this Article, the employee shall promptly notify management of the perceived condition. If such condition is determined to not risk imminent danger or is rectified, the employee must then perform the work. The Employer may not discriminate or retaliate against an employee for exercising their rights under this Section.

## **ARTICLE 21** **IMMIGRATION**

Change of Immigration Status.

a. Employees who have a change in immigration status who can present documented proof of their legitimate employment status within a time period that comports with the Hotel's obligations to follow the Immigration Reform Control Act (IRCA), but in no case more than two (2) months after their change in status, will be automatically reinstated consistent with the leave provisions of the contract.

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

**ARTICLE 22**  
**STATE AND FEDERAL LAW**

22.1 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.

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

<u>Effective Date</u>	<u>Hourly Contribution Amount to Fund</u>
May 1, 2025	Four dollars and fifty cents (\$4.50)
May 1, 2026	Four dollars and eighty (\$4.80)
May 1, 2027	Five dollars and six cents (\$5.06)
May 1, 2028	Five dollars and thirty four cents (\$5.34)

- (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) Effective May 1, 2029 through the expiration of this Agreement, the Hotel will agree to continue to participate in the Health & Welfare Plan with the understanding that for hours paid on or after May 1, 2029, the Hotel's contribution rate shall be increased by the amount then in effect under the Union's Collective Bargaining Agreements with the Marquette Hotel and Sheraton Minneapolis Downtown Convention Center. Provided further, however, if any annual increase is greater than thirty cents (30¢) per hour, the Hotel shall have the right to reopen the contract for the sole purpose of negotiating modifications to Article 24 including, but limited to, deletion of Article 24 in its entirety.

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 (10<sup>th</sup>) day of the month following the month in which the employee worked, shall subject the Employer to liability for the principal and in addition, liquidated damages of twelve percent (12%) of the delinquency, eight percent (8%) interest on the delinquency and reasonable attorneys fees and costs incurred in the collection of the delinquency; provided the Employer is served with at least fourteen (14) calendar days written notice of default. In the event that an employee working under the jurisdiction of this Agreement is rendered ineligible to receive benefits by virtue of the Employer's failure to pay the contribution required

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

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 BENEFIT RETIREMENT PLAN**

25.1 Generally. Effective May 1, 1985, the Employer shall contribute to the "Minneapolis Hotel Employers-Employees Defined Benefit Retirement Plan" (hereinafter the "Defined Benefit Plan"), at a rate of zero cents (\$.00) for each hour paid to each employee under the jurisdiction of this Agreement. The basic pension benefit of this plan will be nine dollars (\$9.00) per year of credited service to a maximum of twenty (20) years of service to be offset by the value of benefits developed under the Defined Contribution Plan.

25.2 Bound to Trust Agreement. The Employer shall be bound by all terms and provisions of the agreements and plan documents as now existing or hereafter amended pursuant to which the Defined Contribution Plan and the Defined Benefit Plan are maintained. All such documents, including subsequent amendments and all rules and procedures adopted pursuant to those documents, are hereby incorporated by reference in this Agreement and their terms and provisions shall be binding upon the Employer and the Union as if they were fully set forth in this Agreement. The Employer agrees to execute a participation agreement effective with the effective date of this Agreement.

25.3 Contributions and Delinquencies. The Employer shall be obligated to make contributions required to the Defined Benefit Plan and the Defined Contribution Plan at such times and in accordance with such procedures as the trustees of either or both plans shall from time to time establish. In no event, however, shall the Employer be obligated to make such contributions more frequently than monthly and in no event shall such contributions be due before the tenth (10th) day of the calendar month following the calendar month for which the contribution is made (and during

which occurred the paid hour with respect to which the contribution is made). If the Employer shall fail to make contributions at such time or in accordance with such procedures as may be established by the trustees, the Employer shall be liable to either or both of the Plans for the amount of unpaid contributions and, in addition, liquidated damages, interest, costs of collections and other amounts which may be lawfully demanded and collected by either or both plans; provided the Employer is served with at least fourteen (14) calendar days written notice of default. In no event shall either plan be permitted or obligated to invoke or exhaust the Grievance and Arbitration Procedures set forth in this Agreement prior to initiating action for legal or equitable relief.

25.4 Waiver. The Union, as bargaining agent for each of the affected employees of the Employer, acknowledges that employees subject to this Agreement are included in a unit of employees covered by a collective bargaining agreement and that retirement benefits have been the subject of good faith bargaining between the Union and the Employer. The Union, as bargaining agent for each of the affected employees, waives on behalf of each employee covered under this Agreement the right to participate in any other pension, profit sharing, stock bonus or other retirement plan (whether or not a qualified plan) maintained by the Employer.

**ARTICLE 26**  
**DEFINED CONTRIBUTION PLAN**

26.1 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.

26.2 Employer shall make no contributions to the Plan. The Employer agrees to deduct and remit any contributions to the 401K plan made on behalf of any employees.

**ARTICLE 27**  
**SUCCESSORS AND ASSIGNS**

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

**ARTICLE 28**  
**SAVINGS CLAUSE**

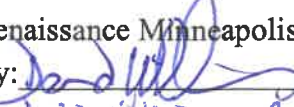
If any sections of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction; or if compliance with or enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, the remaining provisions of this Agreement 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 29**  
**TERM OF AGREEMENT**

This Agreement shall be in effect for a period of seven (7) years commencing on the first (1st) day of May, 2025, and shall continue to and including the thirtieth (30th) day of April, 2032, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2025.

FOR THE EMPLOYER:

Renaissance Minneapolis Bloomington Hotel

By:   
*David Williams - Authorized Agent*

Date: 3/2/26

UNITE HERE! Local 17

Signed by: *Christa Sarrack*  
CE6B10E455B849A  
Christa Sarrack  
President

Date: 2/10/2026

Signed by: *Uniel Perez*  
9F70B012F88E4DE  
Uniel Perez Espinoza  
Vice President

Date: 2/10/2026

**APPENDIX A  
MINIMUM WAGE RATES BY CLASSIFICATION**

	5/1/25 6%	5/1/26 4%	5/1/27 3%	5/1/28 3 %	5/1/29 3 %	5/1/30 3.5%	5/1/31 3.5%
<b>BANQUETS</b>							
<b>Captain</b>							
<b>Banquet Set-Up</b>							
Start	\$15.89	\$16.53	\$17.02	\$17.53	\$18.06	\$18.69	\$19.34
12 months	\$16.68	\$17.35	\$17.87	\$18.41	\$18.96	\$19.62	\$20.31
24 months	\$17.35	\$18.05	\$18.59	\$19.14	\$19.72	\$20.41	\$21.12
36 months	\$18.13	\$18.86	\$19.42	\$20.01	\$20.61	\$21.33	\$22.07
48 months	\$18.95	\$19.71	\$20.30	\$20.91	\$21.53	\$22.29	\$23.07
<b>Banquet Server: State minimum wage + vacation adjustment + service charge portion</b>							
<b>BARS</b>							
<b>Bartender</b>							
Start	\$15.96	\$16.60	\$17.10	\$17.61	\$18.14	\$18.77	\$19.43
12 months	\$16.76	\$17.43	\$17.95	\$18.49	\$19.04	\$19.71	\$20.40
24 months	\$17.43	\$18.13	\$18.67	\$19.23	\$19.81	\$20.50	\$21.22
36 months	\$18.21	\$18.94	\$19.51	\$20.09	\$20.70	\$21.42	\$22.17
48 months	\$19.03	\$19.79	\$20.39	\$21.00	\$21.63	\$22.39	\$23.17
<b>RESTAURANT/ALA CARTE</b>							
<b>Server/Host Combination: State minimum wage + one dollar (\$1.00) + vacation adjustment</b>							
<b>Club Lounge Attendant</b>							
Start	\$20.00	\$20.80	\$21.42	\$22.07	\$22.73	\$23.52	\$24.35
12 months	\$20.80	\$21.63	\$22.28	\$22.95	\$23.64	\$24.47	\$25.32
24 months	\$21.84	\$22.71	\$23.40	\$24.10	\$24.82	\$25.69	\$26.59
<b>Server/Room: State minimum wage + vacation adjustment</b>							
<b>KITCHEN</b>							
<b>Cook</b>							
Start	\$20.77	\$21.60	\$22.25	\$22.92	\$23.60	\$24.43	\$25.28
12 months	\$21.81	\$22.68	\$23.36	\$24.06	\$24.78	\$25.65	\$26.55
24 months	\$22.68	\$23.59	\$24.30	\$25.02	\$25.78	\$26.68	\$27.61
36 months	\$23.70	\$24.65	\$25.39	\$26.15	\$26.94	\$27.88	\$28.85
48 months	\$24.77	\$25.76	\$26.53	\$27.33	\$28.15	\$29.13	\$30.15
<b>Stewarding</b>							
Start	\$17.00	\$17.68	\$18.21	\$18.76	\$19.32	\$20.00	\$20.70
12 months	\$17.85	\$18.56	\$19.12	\$19.69	\$20.29	\$21.00	\$21.73
24 months	\$18.56	\$19.31	\$19.89	\$20.48	\$21.10	\$21.84	\$22.60
36 months	\$19.40	\$20.18	\$20.78	\$21.40	\$22.05	\$22.82	\$23.62
48 months	\$20.27	\$21.08	\$21.72	\$22.37	\$23.04	\$23.84	\$24.68
<b>HOUSEKEEPING</b>							
<b>Room Attendant</b>							
Start	\$17.00	\$17.68	\$18.21	\$18.76	\$19.32	\$20.00	\$20.70

	5/1/25 6%	5/1/26 4%	5/1/27 3%	5/1/28 3 %	5/1/29 3 %	5/1/30 3.5%	5/1/31 3.5%
12 months	\$17.85	\$18.56	\$19.12	\$19.69	\$20.29	\$21.00	\$21.73
24 months	\$18.56	\$19.31	\$19.89	\$20.48	\$21.10	\$21.84	\$22.60
36 months	\$19.40	\$20.18	\$20.78	\$21.40	\$22.05	\$22.82	\$23.62
48 months	\$20.27	\$21.08	\$21.72	\$22.37	\$23.04	\$23.84	\$24.68
<b>Laundry, Houseperson, Public Space</b>							
Start	\$17.00	\$17.68	\$18.21	\$18.76	\$19.32	\$20.00	\$20.70
12 months	\$17.85	\$18.56	\$19.12	\$19.69	\$20.29	\$21.00	\$21.73
24 months	\$18.56	\$19.31	\$19.89	\$20.48	\$21.10	\$21.84	\$22.60
36 months	\$19.40	\$20.18	\$20.78	\$21.40	\$22.05	\$22.82	\$23.62
48 months	\$20.27	\$21.08	\$21.72	\$22.37	\$23.04	\$23.84	\$24.68
<b>Maintenance, Maintenance Detailer</b>							
Start	\$21.00	\$21.84	\$22.50	\$23.17	\$23.87	\$24.70	\$25.56
12 months	\$22.05	\$22.93	\$23.62	\$24.33	\$25.06	\$25.94	\$26.84
24 months	\$22.93	\$23.85	\$24.56	\$25.30	\$26.06	\$26.97	\$27.92
36 months	\$23.96	\$24.92	\$25.67	\$26.44	\$27.23	\$28.19	\$29.17
48 months	\$25.04	\$26.04	\$26.83	\$27.63	\$28.46	\$29.46	\$30.49
<b>GCPM General Clean/Preventative Maintenance</b>							
Start	\$17.00	\$17.68	\$18.21	\$18.76	\$19.32	\$20.00	\$20.70
12 months	\$17.85	\$18.56	\$19.12	\$19.69	\$20.29	\$21.00	\$21.73
24 months	\$18.56	\$19.31	\$19.89	\$20.48	\$21.10	\$21.84	\$22.60
36 months	\$19.40	\$20.18	\$20.78	\$21.40	\$22.05	\$22.82	\$23.62
48 months	\$20.27	\$21.08	\$21.72	\$22.37	\$23.04	\$23.84	\$24.68

- Overscale employees shall receive the same percentage increases in each year of the Agreement.
- An employee who is below the minimum rate for their years of service for the corresponding year of the contract as outlined in the grid at the time of their anniversary date will receive an increase to that applicable minimum.
- An employee who is at or above the minimum rate for their years of service for the corresponding year of the contract as outlined in the grid at the time of their anniversary date will not receive an anniversary increase.

The Employer may establish “lead” or “captain” duties for which an employee who is qualified to perform such duties may be selected by the Employer to serve as a “lead” or “captain” for the hours assigned and receive the corresponding “lead” or “captain” premium of \$2.00/hr. in addition to their base rate of pay for those hours worked. It is understood that an employee is not performing “lead” or “captain” duties solely by virtue of working a shift/function alone.

**APPENDIX B**  
**SENIORITY CLASSIFICATIONS**

Subject to Article 9, employees may be placed in the following numbered job classifications for purposes of seniority determination. Within these classifications, employees may be assigned to any one of the lettered job positions. Consistent with Article 9, notwithstanding this assignment, the Employer may require an employee to perform available work in another job position, regardless of classification, based on business needs including, but not limited to, to comply with Article 9.5(e)(1).

- 1) **Housekeeping**
  - a) Laundry
  - b) Houseperson
  - c) Public area attendant
  
- 2) **Room Attendant**
  
- 3) **Maintenance** (including, but not limited to preventative maintenance)
  
- 4) **Culinary**
  - a) Cook
  - b) Stewarding (including, but not limited to, culinary prep work)
  
- 5) **Banquet**
  - a) Server
  - b) Set-Up
  - c) Bartender
  
- 6) **Bar** (including, but not limited to, room service)
  - a) Bartender
  
- 7) **Restaurant Server** (including, but not limited to, room service)
  
- 8) **Club Lounge**
  
- 9) **GCPM** (General Clean/Preventative Maintenance)