

COLLECTIVE BARGAINING AGREEMENT

Between

Residence Inn
By Marriott

And

UNITE HERE LOCAL # 17 AFL-CIO

MAY 1, 2019 – APRIL 30, 2024

AGREEMENT

THIS AGREEMENT is made and entered into this 25th of March, 2022 by and between the Residence Inn, located at 45 South Eighth Street, Minneapolis, Minnesota, hereinafter referred to as "Employer", and the UNITE HERE Union Local #17, AFL-CIO hereinafter referred to as the "Union".

WITNESSETH:

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

ARTICLE 1
INTENT AND PURPOSE

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

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

ARTICLE 2
RECOGNITION AND COVERAGE

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

2.2 Coverage. For the purpose of this Agreement, the term "employees" shall cover all regular full-time and regular part time employees employed by the employer in the facility located at 45 South Eighth Street, Minneapolis, Minnesota who are employed in the Housekeeping Department; including laundry attendants, room cleaners, trainer attendants, public space cleaners, night cleaners and public space/breakfast bar attendants; but excluding all office clerical employees, front desk personnel, professional employees, concierge, guards, confidential employees, managers and supervisors as defined in the National Labor Relations Act, as amended.

2.3 Non-Unit Employees. Individuals outside of the bargaining unit, such as managerial, professional, or supervisory employees, may assist in the performance of bargaining unit work as necessary as determined by Employer, but in no case will they be scheduled in place of bargaining unit employees.

ARTICLE 3 COMPLETE AGREEMENT

3.1 Complete Agreement. The express provisions of this Agreement constitute the complete collective bargaining contract which shall prevail between the Employer and the Union with respect to wages, hours of work, and other conditions of employment. This Agreement can be added to, detracted from, altered, amended, or modified only by a written document signed on behalf of the Parties by their duly authorized agents and representatives.

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation by either or both of the parties at the time that they negotiated or signed this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all-inclusive. This does not apply to written policies the Company has presently in effect and not in conflict with the collective bargaining Agreement.

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

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

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

a) The Union shall declare publicly that such action is unauthorized by the Union if requested to do so by the Employer.

b) The Union shall promptly order its members to return to work, notwithstanding the existence of a picket line, if requested to do so by the Employer.

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

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

ARTICLE 5 MANAGEMENT RIGHTS

5.1 Except as otherwise specifically provided in this Agreement, Employer retains all the rights and functions of management that it has by law, or long-standing past practice as established after effective date of contract.

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

5.2.1 Determine services to be offered, and the right to plan, direct and control all operations.

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

5.2.3 Discontinue, transfer, assign or subcontract all or any part of its business operations to be performed by any outside person, firm, or corporation whatsoever, selected by Employer.

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

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

5.2.6 Maintain discipline and control the use of the facilities and determine safety and health measures of the facilities.

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

5.2.8 Determine and enforce reasonable rules and regulations, the right to make changes to such rules and regulations, and the right to enforce such changes.

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

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

ARTICLE 6 UNION RIGHTS

6.1 Union 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.

6.2 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.

6.3 Checkoff. The Employer shall check off monthly Union dues and initiation fees and/or other required fees in a manner according to procedures agreed upon between the representatives of both Parties, upon receipt of the written authorization

form to deduct union dues or fees signed by the employee. Deductions for checkoff shall be submitted to the Union by the tenth (10th) of each month, but in no event, later than the fifteenth (15th) of the month. New applications will be sent to the Union with the monthly billings.

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

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

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

6.7 New Employee Orientation. Upon request by the Union, Union representatives shall be afforded the opportunity to meet with new hires for fifteen (15) minutes during the new employee orientation session, or within the first thirty (30) days of employment if the Employer does not hold an orientation session within that time frame. The Union shall provide advance written notice of any Union representatives designated to conduct such session. New hires participating in the session will be on paid time. The Union shall not make any disparaging comments about the Employer during such sessions.

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

or support that the employee should contact the Union.

6.9 Voluntary Check-off of Political Contributions

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

6.10 Indemnification. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liabilities, that may arise out of, or by reason of, any action that shall be taken by the Employer for purposes of complying with the foregoing provisions of this Article 6 or in reliance of any authorization or list which shall be furnished to the Employer by the Union under any of such provisions.

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

6.12 Union Stewards. The Employer recognizes the right of the Union to select Shop Stewards. The Union shall notify the Employer in writing of the names of the Shop Stewards. All Shop Stewards shall be required to fulfill their obligations to the Employer and the Employer's guests and to perform their job duties as any other employee covered by this Agreement. Shop Stewards shall not interrupt employees while working.

6.13 Union Buttons. All employees shall be permitted to wear their official Union button and/or official steward button. The button shall be no larger than the current version of the official button.

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

6.15 Bulletin Boards. Employer shall provide a bulletin board in the facility for use of the Union, provided the Union uses such board only for the posting of notices, such as social functions, meetings, elections, Union appointments, or other material

required for legitimate union business signed by a Union officer provided such material is not detrimental to the labor management relationship. Copies of such notices shall be submitted to Employer prior to posting.

ARTICLE 7
WAGES AND HOURS OF WORK

7.1 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.

7.2 Standard Workweek. The Employer's standard workweek for overtime pay computation purposes shall be one hundred and sixty-eight (168) consecutive hours beginning at 12:01 a.m. Monday through 12:00 midnight Sunday. The Employer agrees to notify the Union of any change in the standard workweek. The Employer shall attempt to schedule employees for five (5) consecutive days where reasonably possible to do so.

7.3 Standard Workday. The standard workday shall be eight (8) working hours within eight and one-half (8 1/2) on the Employer's premises. Employees are responsible for clocking in and out at the beginning and end of each 30-minute break.

7.4 Overtime Work. Employees shall not be required to work overtime unless in the Employer's opinion it is a business necessity, in which case such overtime shall be offered based on seniority of those employees performing the work on the shift.

7.5 Daily Premium Pay. All 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.

7.6 Premium Pay for 6th and 7th Day. Time and one-half (1 1/2x) shall be paid for all hours worked as required by the Hotel on the Sixth day of work within a workweek, regardless of whether the employee has worked forty (40) hours during the first five (5) days. Time and one-half (1 1/2x) shall be paid for all hours worked as required by the Hotel on the seventh day of work within a workweek, regardless of whether the employee has worked forty (40) hours during the first six (6) days. An employee who volunteers to work the sixth and seventh day of work within the work week shall only be paid time and one-half (1 1/2x) for work over forth (40) hours during the workweek.

7.7 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.

7.8 Work Schedules. All work schedules shall be posted five (5) days prior to the first day of the schedule. Such schedules may be changed in cases of emergencies or business necessities.

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

7.10 Report-in-Pay.

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

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

7.11 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 four (4) 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 6th or 7th day premium or daily overtime payment.

7.12 Time Off. Employees shall have the right to request to take a day off or a portion of the workday off without pay, which is necessary for doctor and/or dentist appointments. Such requests shall not be unreasonably denied. Employees needing such time off shall notify the Employer two (2) week in advance whenever possible. The Employer shall try to schedule these requests off without reducing the total weekly working days for the employee, if possible.

7.13 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 one (1) week's pay. The Parties acknowledge that unexpected fluctuations of business are beyond the control or knowledge of the Employer in the application of this section.

7.14 Rest Breaks. The Hotel shall continue to provide two (2) fifteen (15) minute paid breaks in accordance with current practices. However, an employee who does not take a break may leave before the end of their shift with full pay if pre-approved by management.

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

7.16 Merit Increases. The wage scale as set forth in the Schedule of Wages of this Agreement reflects minimum rates and does not prohibit an employee from receiving a higher wage. The Company shall inform the union of any increase and the reason, therefore.

7.17 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.

7.18 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.

7.19 Full-Time Payroll Employees. Regular full-time payroll employees are employees who have completed their probationary period and work a minimum of twenty-four (24) hours a week.

7.20 Business Costs. In accordance with applicable laws, employees shall not have unauthorized deductions made from their checks.

7.21 Gratuities. All gratuities shall be the sole property of the person or persons providing the services to the Guest. The Employer shall not require employees to divide tips, nor shall an employee be required to pay the tipped service charge on credit cards.

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

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

ARTICLE 8 WORKING CONDITIONS

8.1 Meals.

a) Food remaining at the breakfast buffet after the close of the buffet shall be available to employees.

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. 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.

8.2 Uniforms. The Employer shall provide uniforms for all employees who are required to wear uniforms in accordance with the employer's established policies.

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

8.4 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.

8.5 Room Cleaning. No room attendant shall be required to clean more than fifteen (15) rooms in a normal eight (8) hour workday. On weekends and event days Room Attendants shall be required to clean fourteen (14) rooms with a maximum of twelve (12) checkout rooms. When a hotel guest requests "No Service" the affected employee's scheduled shift will be shortened by thirty (30) minutes times the number of "No Service" rooms.

Bonus Rooms Employees cleaning more than fifteen (15) rooms within eight (8) hours shall be paid \$6.00 per each additional room. Effective May 1, 2022, the amount will increase to \$6.25 and effective May 1, 2023, it will increase to \$6.50.

Room attendants assigned to clean a long stay check out room will be credited for a two (2) room credit for each long stay check out room.

8.6 Supplies. The Employer shall provide sufficient linen, equipment, and cleaning materials to all Housekeeping Employees. Room attendants shall not be disciplined for not completing their room assignment if the Hotel has not provided sufficient supplies, including linen, to complete their duties, provided the employee has given immediate notice to management of any insufficiency so that the problem can be rectified.

8.7 Assistance. When heavy work is to be done and the employee requests assistance, the employee shall continue with other duties until assistance is available. A housekeeping employee may request assistance when the nature of the work to be performed is quite difficult or hard to perform. No room attendant shall be required to perform work that requires standing on ladder, chair, bathtub, or vanity.

8.8 Cot bonus. Room Attendants or any other employee who makes up a cot, extra bed, or sofa bed shall receive \$2.00 per cot.

8.9 Vomit/Defecation Pay. Any employee required to clean vomit or defecation will be paid an additional \$20.00 for such duty. Such pay will be subject to the approval of the Housekeeping Manager.

ARTICLE 9 SENIORITY

9.1 Definition.

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

Appendix B, incorporated herein. Such seniority shall be established by being regularly scheduled in a classification. Employees who work on an intermittent basis in another classification shall not build seniority in that classification.

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

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

9.4 Probation Period - New Classification. An employee promoted to a higher classification shall serve ten (10) working days probationary period. During the probationary period, the Employer may return the employee to their previously held classification and schedule, for inability to perform the duties of the new job, or the employee may elect to return to their previously held classification. Employees so returning to previous work shall suffer no loss of seniority.

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

a) Layoff and Recall. In the event of layoffs, probationary employees shall be laid off first. If further layoffs are necessary, the layoffs shall be according to seniority within a job classification; the last person hired shall be the first laid off, provided that the remaining employees are qualified, in the good faith judgment of Employer, to immediately and satisfactorily perform the work available without additional training. In the event of recall, employees shall be recalled in the reverse order of layoff subject to the same conditions.

b) Scheduling of vacation time.

c) Offering of overtime work and requiring in reverse order, subject to Article 7.4

d) All Employees will be required to work at least two (2) holidays per year. Employees may exercise their seniority to not work a particular holiday, if business permits with the junior employee(s) in the classification being required to work as needed. To be excused employees shall give the Employer two (2) 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. During the common review period, holidays for the following 12 months will be "bid on" in order of seniority.

e) Scheduling of Work. Where practical, seniority will be used when increasing or reducing hours within a classification.

f) Promotion, demotion, or transfer to new job openings, subject to § 9.11.

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

h) Use of Part-Time Employee. Where practical, the Employer shall not use two (2) or more part-time employees where a qualified, full-time employee is available and requests such hours; except in those scheduling situations where the Employer is required to meet the report-in provision (8.12), the available work requires the use of overlapping schedules or a split shift or where such scheduling is otherwise not practical in the Employer's operations.

i) Permanent floor or sections. To the extent reasonably possible, considering occupancy and other factors, as determined by the Employer, Room Attendants shall be assigned to permanent floors or sections. To the extent reasonably possible, considering occupancy and other factors as determined by the Employer, when a vacancy exists in a floor or section, seniority shall prevail in preference of assignments. Provided, the employee has the qualifications and ability to perform the work.

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

they were last transferred, provided the employee is qualified to perform work available in the prior classification.

9.7 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.

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

- a) Voluntary quitting or retiring.
- b) Discharge for cause.
- c) Failure to return to work after recall as provided.
- d) Failure to return to work promptly at the end of an authorized leave of absence, unless due to Act of God.
- e) Remaining on layoff for longer than twelve (12) months.
- f) Terminates employment from the regular schedule and works on an intermittent call-basis only.
- g) Is absent for two (2) consecutive workdays without reporting to the Company the reasons for the absence.
- h) Fails to advise Employer of intent to return to work within three (3) working days after receiving a notice of recall from layoff directed to their last known address.
- i) Fails to return to work as scheduled after notifying Employer of intent to work after receipt of a notice of recall from layoff.

- j) Works for another employer during a personal or FMLA leave of absence. This subdivision shall not apply in situations where the employee is already working for another employer prior to the leave.

9.9 Job Posting. New job openings will be posted for a minimum of five (5) days, including the weekend and will be awarded to qualified applicants. If qualifications are equal, seniority shall prevail. The job opening may be filled from any source on a temporary basis during its vacancy. Trainer positions will be filled by the most qualified applicant, as determined by Employer, without regard to seniority. A successful bidder shall not bid for another job for six (6) months.

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

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

ARTICLE 10 GRIEVANCE AND ARBITRATION PROCEDURE

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

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

Step 2 If the grievance is not satisfactorily settled in Step 1, the aggrieved employee or the Union shall, within ten (10) calendar days from the date on which the incident which gave rise to the grievance occurred, file a written grievance with the General Manager; provided however, the ten (10) calendar day requirement and the written grievance requirement may be waived by mutual written agreement. Failure to file such written grievance within ten (10) calendar days shall result in such grievance

being presumed to be without merit and it shall be barred from further consideration.

The written grievance shall set forth the facts giving rise to the grievance, including the date and persons involved, and designate the provisions of the Agreement which allegedly have been violated.

Step 3 The representative or representatives of the Employer will confer with the Union Steward and/or Union Business Agent within ten (10) calendar days after receipt of such written grievance in an effort to settle the grievance unless the time limit is extended by mutual written agreement of the Parties. If not settled at this conference, the Employer shall issue a decision in writing on any such written grievance within five (5) days from the time such grievance meeting is adjourned.

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

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

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

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

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

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

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

10.6 Award of Arbitrator. Where an employee has been discharged in violation of this Agreement, the Arbitrator may order the employee reinstated, either with or without back pay for loss of income resulting from such discharge. An award of the Arbitrator shall not in any case be made retroactive to a date prior to the date on which the subject of the grievance occurred, and in no event more than thirty (30) calendar days prior to the filing of the grievance. The Arbitrator's written decision shall be issued within sixty (60) days of the hearing, unless otherwise mutually agreed in writing.

10.7 Contract Remedy. When an employee has any complaint, grievance, or difference regarding the application of the terms and conditions of this Agreement it is agreed that the grievant will use the grievance/arbitration procedure, section 10.1 and 10.2 - 10.6 set forth above before attempting to take the matter elsewhere.

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

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

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

10.11 Investigation of Grievance(s). No Steward shall investigate or process a grievance during either their working time, or the working time of a grievant or grievants. If the grievance requires immediate attention, the Steward may obtain permission from their immediate supervisor. Employer will not pay any grievant or Union Steward for attendance at grievance and arbitration meetings or for time spent investigating or processing grievances. Stewards will be paid for time spent as a "Weingarten" representative.

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. Provided, however, that in cases of serious misconduct the Employer may skip one or more of the below noted steps, subject to the Union's right to review pursuant to the grievance and arbitration procedure.

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 LEAVES OF ABSENCE

12.1 Leaves for Personal Reasons. Any Associate desiring a leave of absence from the job because of extraordinary person or family circumstances must first secure written permission from the Employer. 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 Associate shall not engage in gainful employment. The Associate must report to work promptly after the leave has expired. Failure to comply with this Article shall result in the complete loss of seniority rights of the Associate involved. Seniority, vacation, or other benefits shall not accrue during the leave unless the leave is for thirty (30) days or less.

12.2 Medical for Injury and Sickness. Any Employee who completes their probationary period and becomes ill and presents a physician's statement of such illness to the Employer shall be granted a sick leave for a period not to exceed thirty (30) days. Such sick leave shall be extended for successive thirty (30) day periods upon presentation of a physician's statement if the Employee's health or physical condition is such as to prevent them from gainful employment for a maximum period of six (6) months. Vacation will not accrue during such leaves. Seniority will continue to accrue during such leaves, and previously accrued seniority shall be retained.

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. The Employee shall notify the Employer when they are ready to return to work after a period of absence and furnish the Employer a medical certificate from their physician that they are physically able to perform the duties of their job. The Employer will have up to seven (7) days after such notification in which to reinstate the Employee.

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

12.4. Pregnancy 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.

12.5 Parenting Leave. Employees shall be granted up to four (4) months unpaid parenting leave in connection with the birth, adoption, or placement of a child in a foster care. When possible, Associates shall give the employer at least thirty (30) days notice before the date such leave is to begin.

12.6 Return from Leave of Absence. Any Employee returning from an authorized leave as stated in this Agreement shall return to their previously held job classification and schedule (hours, days) provided that neither has been abolished and the Associate is qualified. In the event the schedule has been abolished and cannot be reestablished, the Associate may bump into any schedule commensurate with their accrued seniority.

12.7 Jury Duty. Any regular employees, 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. 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 make themselves 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.

12.8 Family and Medical Leave. Eligible Employees may be entitled for 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 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. Employees must apply, provide all required documentation, and qualify in order to receive Family and Medical Leave. Eligible Employees shall have their health benefits continued for the duration of their Family and Medical Leave under the condition's coverage would have been provided if they had continued employment during this period. If an Employee fails to return from their Family and Medical Leave, except for a continuation, reoccurrence or onset of a serious health condition, or something else beyond the Employee's control, the Employer may recover all of the health care coverage premiums paid during the Leave.

12.9 Union Business.

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

b) In the event that an employee is elected or appointed to a position of full-time service with the Union, the employee shall continue to accrue their seniority during the period of leave. Upon completion of service in the Union, the employee shall be returned to their former job as provided in the Return from Leave section, provided the employee notifies

the Employer of such return within ninety (90) calendar days after completion of Union service.

12.10 Funeral Leave. In the event of a death in the family, all full-time Employees shall, upon request, receive three (3) days of paid leave; part-time Employees shall, upon request, receive one-half (1/2) day of paid leave. Family members covered by this policy are defined as the following persons: mother, father, mother-in-law, father-in-law, spouse, child or sibling, grandparents, grandchildren, and domestic partner. Evidence of death will be required. Special circumstances will be reviewed by the Employer's General Manager.

ARTICLE 13 IMMIGRATION

Change of Immigration Status.

a. No Employee shall have a loss of seniority, compensation, or benefits due change in immigration status or social security, who can present documented proof of their legitimate employment status will be reinstated to employment consistent with the leave provisions of the contract.

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

Workplace Immigration Enforcement.

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

B) The Employer shall permit inspection of I-9 forms by DHS or DOL only after a minimum of (3) three days written notice, or other such period of time as provided by law or where such inspection is otherwise in accordance with the provisions of this Section. The Employer also shall permit inspection of I-9 forms where a DHS search and/or arrest warrant, administrative warrant,

subpoena, or other legal process signed by a federal judge or magistrate specially names employees or requires the production of I-9 forms. The Employer shall not provide documents other than the I-9 forms to DHS for inspection or reveal to the DHS the names, addresses or immigration status of any employees in the absence of a valid DHS administrative subpoena, or a search warrant or subpoena signed by a federal judge or magistrate or where otherwise required by law, or it is otherwise deemed by the employer to be appropriate under the circumstances.

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

13.2 Reverification of Status

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

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

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

d. The Employer shall not take adverse employment action against an employee based solely on the results of a computer verification of immigration or work authorization status.

Social Security Discrepancies.

In the event that the employer receives notice from the Social Security Administration ("SSA") that one or more of the employee names and Social Security numbers ("SSN") that the employer reported on the Wage and Tax Statements (Forms W-2) for the

previous tax year do not agree with the SSA's records, the employer agrees to the following.

- a) Provide a copy of the notice to the employee and the Union upon receipt.
- b) The Employer agrees that it will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the receipt of a no match letter or other discrepancy.
- c) The Employer agrees that it will not require employees listed on the notice to bring in a copy of their Social Security card for the employer's review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status solely as a result of the receipt of a no-match letter, unless otherwise required to avoid risk of prosecution, and
- d) The employer agrees not to contact the SSA or any other government agency, solely as a result of receiving a no-match from the SSA.

Seniority and Leave of Absences for Immigration Related Issues

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

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

If an employee obtains appropriate work authorization within five years after losing work authorization status solely as a result of change in DACA, DAPA or TPS status, the employee must provide documentation of the work authorization and return to work within six (6) months after obtaining it or forfeit the leave provided in this subsection. The reinstated employee will displace the least senior employee in the employee's former job classification. An employee will not accrue vacation, or the other benefits based upon particular Plan policies during such absence.

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

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

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

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

ARTICLE 14 HOLIDAYS and PERSONAL DAY

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	

14.2 Personal Days. All Regular employees who have completed their probation shall receive two (2) paid personal days to be used in that anniversary year and not carried over. Employees wanting to use their Personal Days shall request them off one (1) week in advance.

14.3 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.

14.4 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.

14.5 Eligibility Requirements. To be eligible for holiday pay, an employee must:

14.5.1 Meet the seniority requirements set forth above.

14.5.2 Have worked the scheduled hours on the workday immediately preceding and immediately following the holiday, unless the employee has failed to work the scheduled workdays with permission of the Company or is absent because:

- (A) The employee's regularly scheduled day off falls on either the workday immediately preceding or following the holiday and they are not required to work that day.
- (B) Employee is on an approved medical leave of absence.
- (C) Jury duty requires absence from work.
- (D) Illness or accident occurs during working hours or can be proven to have occurred outside of working hours, on the workday immediately preceding or following the holiday and prevents an employee from continuing to work.
- (E) Death in the immediate family.

14.6 Holiday During Vacation Period. Where an employee is 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.

14.7 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.

14.8 Layoff of Eligible Full-Time Employees. As an exception to 14.5 above, an eligible, full-time employee with two (2) years 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.

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.

<u>Continuous Service</u>	<u>Vacation Period</u>
One year, but less than two years	One week (5 days)
Two years, but less than ten years	Two weeks (10 days)
Ten years, but less than twenty years	Three weeks (15 days)
Twenty years, or more	Four weeks (20 days)

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 requesting vacation pay three (3) weeks in advance of their approved vacation time shall be entitled to receive their vacation pay before they leave for vacation.

15.2 Vacation Pay Calculation. 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 years times 1/12 times the number of weekly average hours.

b) After two (2) full accrual years, two (2) times the number of weekly average hours.

c) After ten (10) full accrual years, three (3) times the number of weekly average hours.

d) After twenty (20) full accrual years, four (4) times the number of weekly average hours.

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

The Employer reserves the right to schedule vacations so that they will not interfere with business operations, but each employee should be entitled to take their vacation not later than six (6) months after they have qualified for it. Vacations are not cumulative and must be taken within the vacation period established by the Employer. This section shall not be construed to reduce vacation benefits established by past practice.

Two (2) weeks of vacation can be carried over to the next year with prior management authorization. Any vacation carried over shall be paid at the wage rate in effect at the time the vacation was earned.

In the event an employee requested their vacation, and it was not granted during the employee's anniversary year, the vacation will be carried over to the next year and such vacation will be paid at the rate when vacation is taken.

Management approval of any employee's request for a personal day, diversity day or vacation day for "special circumstances" requested in writing with more than four (4) weeks in advance will be based on seniority.

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. Provided however, employees who are discharged for theft, physical violence, or illegal activity, shall not be entitled to such pro-rated vacation pay. Employees voluntarily terminate employment

must first notify the Employer two (2) weeks prior to such termination in order to be eligible to receive such pro-rated vacation pay.

ARTICLE 16
HEALTH, LIFE, DISABILITY AND DENTAL INSURANCE

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

a) Effective May 1, 2021, the Employer agrees to contribute to the Fund three dollars and sixty-two cents (\$3.62) for each hour paid to all employees based on the April 2021 hours. Effective May 1, 2022, the Employer agrees to contribute to the Fund three dollars and eighty-two cents (\$3.82) for each hour paid to all employees based on the April 2022 hours. Effective May 1, 2023, the Employer agrees to contribute to the Fund four dollars and two cents (\$4.02) for each hour paid to all employees based on the April 2023 hours.

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 Trust Fund is limited to the amount of contribution specified above.

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

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

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

16.4 - Delinquency Enforcement - In enforcing the Employer's obligation set forth in this Article after due notice to the Employer of his 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.

16.5 - Audits - The Trustees of the Fund shall have the right to audit and inspect the Employer's payroll, social security tax withholding or other such records of the Employer, as may be deemed necessary by the Trustees in order to determine the Employer's compliance with the terms and provisions of this Article.

16.6 - Self-Pay - All eligible employees who fall below the required hours for Health & Welfare coverage shall be permitted to self-pay up to the time period for extended coverage established by federal legislation provided they do so in accordance with the standards and procedures established by the trustees/federal legislation.

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

16.8 - Terms of Health and Welfare Contributions - In the event the Union grants to or negotiates with any other Employer, who is a contributor to or participant in the Greater Metropolitan Hotel Employers-Employees Health and Welfare Fund, terms which are more favorable than the terms contained in this Article, including but not limited to reduction in Employer contributions or a requirement that employees pay a portion of the cost of their health insurance, the Union will immediately notify the Employer and make available said terms to the Employer.

ARTICLE 17 PENSION/401K

All employees covered by this Agreement shall be permitted to participate in Graves Hospitality 401k and Pension programs on the same terms and conditions as similarly situated employees not covered by this Agreement. Benefit levels shall not be decreased during the term of the contract. Any questions arising in connection with these programs are specifically excluded from the grievance and arbitration procedures contained in this Agreement.

ARTICLE 18
PREGNANCY PROTECTION

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

ARTICLE 19
PANIC BUTTONS/SAFETY

A. Devices Within twenty-four (24) months of the date of this Agreement, the Employer shall provide a safety alarm to each employee assigned to work in a guest room without other employees present, at no cost to the employee. Each employee shall be required to carry the device with them at all times while working and to utilize such device when they believe there is an ongoing crime, harassment, or other emergency in the employee's presence. The devices shall be able to summon immediate on scene assistance to their location from another employee or security guard. The purpose of this section is to protect employee safety. The device may not be used to track or discipline for productivity-related issues. The employee in danger may cease work and leave the immediate area where the incident occurred to await the arrival of the employee or security personnel responsible for providing immediate assistance.

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

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

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

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

ARTICLE 20 EQUIPMENT

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

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

ARTICLE 21 TECHNOLOGICAL CHANGES & AUTOMATIONS

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

- (A) The Employer will provide the Union thirty (30) days' notice of upgrades, modifications, improvements, or extensions of technology currently in use by bargaining unit employees.
- (B) The Employer shall give the Union at least ninety (90) days advance notice of any technological change before it is implemented. In the event the Employer intends to design such technology change, the notice shall be given before any design work on the technology is commenced. The Employer shall explain to the Union the intended function of the technology, the nature of the technology and who will develop it, the timing of its planned implementation, and the expected work needed to implement the technology and keep it running. If the Union questions or objects to the change, the Employer shall promptly negotiate in good faith the foregoing matters with the Union. The Employer shall share prototypes with the Union subject to an appropriate confidentiality agreement.
- (C) If an agreement cannot be reached in the negotiations, either party may choose to move the issue, as well as the impact and effects of the change, to Arbitration as described in Article 10 of this Agreement. The Employer shall not implement any technology unless the Employer has carried out these duties to the Union.

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
ESL

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

23.2 English Proficiency. While English is the language of the workplace, the Employer recognizes the right of Employees to use the language of their choice when

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

ARTICLE 24
SAFTY & LABOR MANAGEMENT COMMITTEE

24.1 The Employer recognizes its obligations to provide a safe, harassment free and healthy environment for its employees. To assist in the goal, there shall be a Safety/Harassment/Labor Management Committee which shall be represented by no more than three (3) union employees and three (3) Employer representatives. The Committee shall meet at least every 3 months or as needed. The Union Business Agent or their representative and a representative from Human Recourses shall participate in an advisory capacity.

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

ARTICLE 25
MEDICAL EXAMINATIONS

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

ARTICLE 26
SUBCONTRACTING, SUCCESSORS AND ASSIGNS

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

26.2 Excluding emergencies, the employer shall not be permitted by mutual

agreement to subcontract out any bargaining unit work during the life of this agreement.

ARTICLE 27
SAVINGS CLAUSE

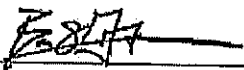
If any sections of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction; or if compliance with or enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, the remaining provisions of this Agreement shall not be affected thereby but shall continue in full force and effect. Provided, furthermore, the Union and the Employer agree to meet and confer within two (2) weeks of any ruling invalidating any Article, section, or portion of this Agreement to negotiate a lawful provision on the same subject if practicable.

ARTICLE 28
TERM OF AGREEMENT


This Agreement shall be in effect for a period of five (5) years on the first (1st) day of May 2019 and shall continue to and including the thirtieth (30th) day of April 2024 and be automatically renewed from year to year thereafter, unless at least sixty (60) days prior to the termination date either Party serves written notice upon the other by certified mail of a desire to terminate, change or modify this Agreement.

IN WITNESS WHEREOF, the Employer and the Union hereby execute, sign and attest to this Agreement this 25th day of March, 2022.

FOR THE EMPLOYER:




Benjamin Graves, CEO

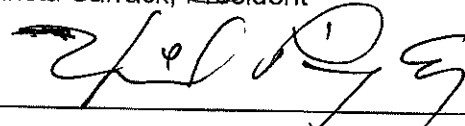


Aimee Hane, General Manager

FOR UNITE HERE LOCAL NO. 17



Christa Sarrack, President



Uriel Perez Espinoza, Vice President

**APPENDIX A
SCHEDULE OF WAGES**

Housekeeping Department

Housekeeping	5-1-19	5-1-20	5-1-21	5-1-22	5-1-23	5-1-24	10-1-24
	3%	3%	3%	3.5%	3.5%	2%	2%
Housekeeping, Laundry, Public Space							
Start	\$13.35	\$13.75	\$14.16	\$14.66	\$15.17	\$15.47	\$15.52
12 Months	\$14.58	\$15.02	\$15.47	\$16.01	\$16.57	\$16.90	\$17.24
24 Months	\$15.31	\$15.77	\$16.24	\$16.81	\$17.40	\$17.75	\$18.11
36 Months	\$16.06	\$16.54	\$17.04	\$17.64	\$18.26	\$18.63	\$19.00
48 Months	\$16.72	\$17.22	\$17.74	\$18.36	\$19.00	\$19.38	\$19.77

Breakfast Bar Attendant shall receive one dollar (\$1.00) above housekeeping rates.

Overscale shall receive 2% increase in each year of the Agreement.

**APPENDIX B
SCHEDULE OF CLASSIFICATIONS**

- Room Cleaner
- Houseperson
- Laundry
- Trainer
- Night Cleaner
- Breakfast Bar Attendant