

COLLECTIVE BARGAINING AGREEMENT

Between

ROYAL SONESTA MINNEAPOLIS DOWNTOWN

And

UNITE HERE LOCAL 17 AFL-CIO

December 1, 2021, through November 30, 2026

COLLECTIVE BARGAINING AGREEMENT

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, entered into this 1st day of December 2021, between UNITE HERE Local 17 AFL-CIO, hereinafter referred to as the Union, and Royal Sonesta Minneapolis Downtown, hereinafter referred to as the Hotel, Employer, Company or Management.

WITNESSETH:

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

ARTICLE 1

Purpose and Coverage

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

1.2 Coverage. For the purpose of this Agreement, the term "employees" shall cover all job classifications set forth in Appendix A, and shall exclude all clerical employees, supervisors as defined by the National Labor Relations Act, sales employees, managerial employees, guards, and professional employees. The listing of a classification in the Appendix A does not require the Employer to employ any employee in that classification.

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

ARTICLE 2

Complete Agreement

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

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

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

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

2.5 Adverse Business Conditions. If adverse business conditions result in serious financial difficulty to the Employer, the Union agrees to meet with the Employer for the purpose of discussion of whether some relief should be granted from the wages or fringe benefits of this Agreement. Such relief, if any, will require the written agreement and approval of the Union.

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.

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 employment, become and remain members of the Union or pay fees in lieu thereof.

3.3 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 sent to the Union with the monthly billings.

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

3.5 Electronic Authorization. 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, or by submitting to the Union an online deduction authorization, conditional upon the same being allowable under local, state, and federal law.

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

I hereby authorize my Employer to deduct from my pay the sum of \$ ___ per pay period and to forward that amount as my voluntary contribution to UNITE HERE INTERNATIONAL 275 7TH Avenue, NY, NY 10001. My decision to participate in the UNITE HERE TIP FUND is a voluntary one and I understand that I am under no compulsion to contribute to it, since such contributions are neither a condition of my continued employment or of membership in the Union. I also understand that this authorization may be revoked by me at any time and that it is automatically revoked upon termination of my employment.

The political contribution deduction shall be made each month during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the UNITE HERE INTERNATIONAL 275 7th Avenue, NY, NY 10001, accompanied by a form stating the name and Social Security number of each employee for whom a deduction has been made, and the amount deducted.

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

3.7 Indemnification. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that shall be taken by the Employer for purposes of complying with the 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 such provisions.

3.8 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 that is compliant with applicable laws.

3.9 New Employee Orientation. Upon request by the Union, Union representatives shall be afforded the opportunity to meet with new hires for ten (10) minutes at the end of new employee orientation session, without Employer representatives present. The Union shall provide advance written notice of any Union representatives designated to conduct such session. New hires participating in the session will be on paid time. The Union shall not make any disparaging comments about the Employer during such sessions.

3.10 Bulletin Board. The Employer agrees to provide a space in which the Union, at its expense, 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 larger than one (1) inch in diameter.

3.12 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 guests and to perform their job duties as any other employee covered by this Agreement. Shop Stewards shall not interrupt employees while working. Shop Stewards shall report violations of this Agreement to the Employer and to the Union and shall be entitled to assist in the handling of grievances. Shop Stewards shall not, however, interfere with the management of the business or direct the work of any employee. Shop Stewards shall not have the authority to alter, amend or modify any terms or provisions of this Agreement.

3.13 Union Visitation. Union representatives and officers shall be privileged to visit the premises of the Employer, generally nonworking areas, at all reasonable hours for the transaction of official Union business. Union Officers and Business Agents shall text, or email at least one (1) hour in advance to notify either the Human Resources Director or General Manager of their presence upon the premises and shall not interrupt employees while working.

3.14 Voter Registration. Upon notification, the Employer will provide space in the employee cafeteria in order for the Union to provide Employees (on Break) the opportunity to register to vote.

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

ARTICLE 4 **Management Rights**

4.1 Management Rights. The Employer and the Union specifically agree that the Employer shall have the right to direct the workforce and to determine the policies and methods of operating except as expressly limited by the specific provisions of this Agreement. Such management rights and responsibilities shall include, but not be limited to, the following:

- The right to select the employees it will hire;
- The right to establish or revise work schedules;
- The right to determine the size and composition of its working force;
- The right to determine the number and type of equipment, material, products, and supplies to be used or operated;
- The right to discipline or discharge employees for just and reasonable cause;
- The right to determine assignments of work related to the needs of;
- The right to discontinue all or any part of its business operations for business purposes (the parties agree to bargain over the effects of the Employer's decision);
- The right to cease any job and the right to reduce or cease any department or operation for business purposes (the parties agree to bargain over the effects of the Employer's decision);
- The right to introduce new, different or improved methods and procedures in its operations;
- The right to promote or transfer based on business needs;
- The right to be the final judge of the qualifications of new applicants with the absolute right to determine whom it will hire; and
- The right to otherwise generally manage its operation in an efficient manner for business purposes.

4.2 Other Union Agreements. Whenever the Union negotiates an agreement with a hotel or motel, a copy of such agreement shall be made available to the Employer's designated representative.

ARTICLE 5 **No Strike - No Lockout**

5.1 No Strikes or Lockouts. The Union agrees that there shall not be any strike, sympathy strike, stoppage of work, slowdowns, boycotts, refusal to handle merchandise, picketing of the Employer's establishment covered by this Agreement or other interruption of work or interference with the Employer's Hotel during the term of this Agreement or any extension; and the Employer agrees that there shall be no lockouts during the term of this Agreement or any extension. Participation by any employee in any such practices 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. The Union further agrees that it will notify, and direct employees engaged in any unauthorized strike or work stoppage in violation of this Agreement to return to work immediately.

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

ARTICLE 6 **Pay, Gratuities and Job Classifications**

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

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

6.3 New Classifications and Combinations. When the Employer establishes a new job classification or a combination of two or more job classifications within the scope of this Agreement, the Union shall be notified and the rate of pay for the new job classification or combination of job classifications shall be subject to negotiation with the Union. If the Parties fail

to reach an Agreement, the matter shall be pursued through the Grievance and Arbitration Procedure in Article 10.

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

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

6.6 Business Costs. Employees shall not have unauthorized deductions made from their checks in violation of applicable laws, including Minnesota and Federal Statutes.

6.7 Gratuities, Service Charge Definitions. The words "Gratuity" and "Service Charge" shall be defined in accordance with applicable laws. In general, a "Gratuity" is a cash payment or tip left by a customer, at their discretion, to a particular employee in recognition of the service rendered by the employee to that guest. A "Gratuity" is the property of the employee. A "Service Charge" is a charge set by the Employer in advance of the time service is rendered as to which the customer has no discretion and must pay without regard to the quality of the service or in recognition of service provided by a particular server. A "Service Charge" is the property of the Employer unless otherwise modified by this agreement.

- 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) An eighteen percent (18%) service charge shall be added for all sales and promotions, complimentary items and/or free food and beverage which shall go to the serving person or persons (restaurants).

6.8 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 Article 10, Section 3.

6.9 Delivery Charges.

- a) Employer shall pay a flat three (\$3.00) dollars to Room Service Server(s) for each in room amenity delivery provided by the house.

b) Employer shall pay up to two (\$2.00) dollars per room for other amenity deliveries, when such can be negotiated and collected from the customer.

c) Tour group luggage. Employer shall pay up to two (\$2.00) dollars per person, in and out, when such can be negotiated and collected from the customer for the handling of tour group luggage.

ARTICLE 7

Meals, Uniforms and Employee Areas

7.1 Meals

a) Employees shall receive meals free of charge which are palatable and wholesome. A selection of meal items shall be available to include at least one (1) hot entrée. The meal should be served under clean and sanitary conditions.

b) Meal periods which are duty free shall be an uninterrupted one-half (1/2) hour for which the employee will clock out and will not be entitled to compensation. If employees are required to work or be on-call during any portion of the meal period, they shall receive their regular hourly rate for the entire meal period. Present meal periods shall not be expanded in order to defeat the purpose of this section.

c) Employees will be offered a meal break for shifts of four (4) hours or more.

d) The Employer encourages employees to offer feedback regarding the quality of the food.

7.2 Uniforms. The Employer shall provide uniforms and the laundering and upkeep of the uniforms at no cost to the employees. The Employer shall replace uniforms as needed in a timely manner. For Bell Persons and Stewards, if required to work outside, the uniform shall include winter jackets.

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.

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. The Employer will provide individual lockers for all regular employees.

7.5 Locker Inspection. A properly designated Union representative may accompany management representatives in the event it necessary to inspect lockers. No advance notice of such inspections is required, and the parties agree that an inspection need not be postponed when a Union representative is not readily available.

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

7.7 Lost and Found. When an item is found between 9 a.m. - 5 p.m., the employee must communicate to Housekeeping immediately and turn it into Housekeeping promptly but no later than the end of the shift. When an item is found after 5 p.m. - 9 a.m., the employee must communicate to front desk immediately and turn it into the front desk promptly but no later than the end of the shift. When an employee turns in any lost article (including cash), Employer will log the article and the employee's name within the appropriate log. Employer will notify the employee if the item has been claimed by the owner. If the article is not claimed by the owner after sixty (60) days, the article may be claimed by the employee who found it and turned in the item. Management reserves the right to open all guest safes.

ARTICLE 8

Hours of Work, Overtime and Premium Pay

8.1 No Guarantee. This Article is intended to indicate the normal number of hours of work. It shall not be construed as a guarantee of minimum or maximum hours of work per day or per week, or of the number of days of work per week, or of working schedules, however, this section is subject to Article 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. Sunday through Saturday 12:00 P.M. midnight. 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. Split shifts will not normally be used, except for tipped employees. The Employer may establish a regular schedule of ten (10) hour workdays within ten and one-half (10 1/2) hours on the Employer's premises.

As an exception to the above, employees working in the classification of server may be scheduled to work split shifts by mutual agreement between the employee and the Employer.

8.4 Overtime Work.

a) Unscheduled Overtime. Overtime shall be offered on the basis of seniority to those employees on duty except where business conditions make it impracticable to do so. If the Employer is unable to meet its overtime staffing requirements through the use of volunteers, it may require employees to perform the overtime work starting with the least senior qualified employee, except where business conditions make it impracticable to do so. The Employer's staffing model strives to eliminate unscheduled overtime; however, business fluctuations sometimes require it. The Employer shall endeavor to provide as much notice as practical with the goal of at least two (2) hours. In the event that two (2) hour notice is not practical, under the circumstance, the affected employee shall be allowed up to fifteen (15) minutes paid time to make necessary arrangements.

b) Scheduled Overtime. Scheduled overtime shall be offered on the basis of seniority in the classification and required of the least senior employee in the classification. This provision shall coordinate with the 6th and 7th day premium pay provisions of this Agreement, where applicable.

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 consistent with applicable wage and hour laws.

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. The time and one half (1 1/2) premium after eight (8) hours shall not be applicable to employees regularly scheduled for ten (10) hour days.

8.7 Premium Pay for 6th and 7th Day

a) 7th Day. All non-exempt employees shall receive premium pay at the rate of time and one-half (1 1/2) their regular straight time hourly rate of pay for all hours worked on the employee's seventh (7th) consecutive day of work.

b) 6th Day. All non-exempt employees shall receive premium pay at the rate of time and one-half (1 1/2) their regular straight-time hourly rate of pay for all hours worked on the sixth consecutive day; provided, however, that if the employee works this sixth day because of the employee's own request for a schedule change, or as a consequence of a request for a schedule change by another employee, then that employee shall not receive premium pay for that sixth (6th) day.

c) Tipped Employees may voluntarily waive 6th and 7th day pay to obtain extra hours.

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

8.9 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 Night Premium. All non-exempt employees shall receive premium pay of one (\$1) dollar over the contract rate for regularly scheduled shifts starting between 9:00 P.M. and 12:00 A.M.

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

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

8.13 Report-in-Pay

- a) An employee who reports for work as scheduled, but who is released within the first four hours of the shift due to an absence of work, shall receive a minimum of four (4) hours work or four (4) hours of pay for that day at the employee's regular hourly rate. If an employee volunteers or requests to go home early, the employee is not entitled to report-in pay.
- b) If Employer determines prior to the beginning of the shift that scheduled employee(s) are not needed for the shift, Employer shall give notice not to report. Such notice shall be given at least two (2) hours in advance of the start of the shift, by calling the employee's phone number on record. If Employer fails to notify such employee two (2) hours in advance of the scheduled start time, and the employee reports to work, the employee shall be entitled to report-in pay.
- c) No employee shall be entitled to report-in pay or other pay if the lack of work is due to any strike, work stoppage, or labor dispute, or to a fire, flood, Act of God, or other condition, which are beyond the control of the Employer.

8.14 Language Specialist. The Employer may designate one or more employees to serve as Language Specialists for the purpose of providing translation assistance with employees or guests. Such employees shall be paid a premium of two (\$2.00) dollars per hour for such work in meetings called by the Employer for duration of one (1) hour or longer.

Employees holding the designation of Language Specialist shall, at other intermittent, shorter periods of time, provide such translation services without any additional premium.

8.15 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 (6th) or seventh (7th) day premium or daily overtime payment.

8.16 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.

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

8.18 Rest Breaks.

a) An employee scheduled to work a shift of four consecutive hours or more duration shall be provided a fifteen (15) minute rest period for each four (4) hours worked.

b) Time allowed for rest periods shall be treated as paid time.

8.19 Rest Between Shifts. No Employee shall be scheduled to work less than eight (8) hours from the end of their last scheduled shift unless by mutual agreement between the Employee and the Employer, or in the case of circumstances reasonably unforeseen by the Employer.

ARTICLE 9

Seniority

9.1 Definition. Seniority shall mean continuous length of service in the establishment from first day of work in the classifications covered by this Agreement after completing probation. Such classifications are set forth in Appendix B, incorporated herein. With the exception of the banquet wait staff and banquet bartenders, such seniority shall be established by being regularly scheduled in a classification. Employees who work on an intermittent basis in another classification shall not build seniority in that classification.

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 one hundred and twenty (120) day probationary basis, during which time they may be discharged without recourse; provided, however, that this probationary period will be automatically extended an additional thirty (30) days after written notice to the Union and the employee of such extension and the reason, therefore. After the probationary period, they shall be placed on the seniority list and their seniority shall then date from the first day of their current period of employment.

9.4 Probation Period - New Classification. An employee promoted to a higher classification shall serve a twenty (20) working day probationary period. During the probationary period, the Employer may return the employee to their previously held classification, room, and schedule, for inability to perform the duties of the new job, or the employee may elect to return to their previously held classification, room, and schedule if the position is not permanently filled; otherwise, the employee shall be given available work in that classification. Employees so returning to previous work shall suffer no loss of seniority.

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

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

- a) Employees shall be laid off and returned to work according to their length of service in their respective job classifications as set out in 9.6 and 9.8 below. In the event of a permanent room closure, displaced employees will be permitted to use their classification seniority for the purpose of scheduling in another room.

- b) Vacation Scheduling. Scheduling vacation time within each department shall be based upon seniority in the job classification.
- c) Offering of overtime work and requiring in reverse order.
- d) Employees may exercise their seniority to not work the holiday, if business permits with the junior employee(s) in the classification being required to work as needed. To be excused employees shall give the Employer two (2) weeks' notice prior to the holiday. Employees regularly scheduled to work the day on which the holiday is celebrated may not be bumped out of their shift.
- e) Scheduling of Work
 1. Where practical, senior employees who are qualified shall be scheduled to receive the maximum number of available hours on the work schedule up to an eight (8) hour day, five (5) day, forty (40) hour week. Senior employees may not claim part of a shift and may claim shifts only when they become available on a regular basis. Split shifts shall be considered separate shifts for scheduling purposes. It is understood that employees shall not be permitted to establish their own work schedules, nor shall they be permitted to work overtime without the specific approval of their Supervisor. Nothing herein shall be interpreted as a guarantee of a minimum number of hours or days of work.
 2. The above factors, in the use of part-time employees and work schedules will be recognized in scheduling.
- f) Promotion, demotion, or transfer to new job openings. In the case of two (2) or more employees being equally qualified, as determined by the Employer, seniority shall be the deciding factor for determining promotions.
- g) Bartenders whose hours are involuntarily reduced below those for which they are regularly scheduled will be permitted to pick up available hours at banquet bars on the basis of their seniority.
- h) Use of Part-Time Employees. Where practical, the Employer shall not use two (2) or more part-time employees where a qualified, full-time employee is available and requests such hours; except in those scheduling situations where the Employer is required to meet the report-in provision (8.12), the available work requires the use of overlapping schedules or a split shift (except wait staff) or where such scheduling is otherwise not practical in the Employer's operations. Provided, the employee has the qualifications and ability to perform the work.

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

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

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

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

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

- a) Retirement
- b) Voluntary quitting.
- c) Discharge for cause.
- d) Failure to return to work after recall as provided.
- e) Failure to return to work promptly at the end of an authorized leave of absence, unless due to Act of God.
- f) Remaining on layoff for longer than twelve (12) months or the employee's length of seniority, whichever is shorter.

- g) Terminates employment from the regular schedule and works on an intermittent call-basis only.
- h) Is absent for two (2) consecutive workdays without reporting to the Company the reasons for the absence.

9.11 Job Posting.

a) The parties agree that promotions from within the bargaining unit are preferable to hiring from outside the bargaining unit, recognizing that special skills may require external hiring in certain situations. The Employer shall take reasonable steps to aggressively encourage internal promotion applications. The Employer shall, upon request confer with the Union regarding possible steps to increase internal promotions. New job openings will be posted for a minimum for seven (7) 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.

b) If a bargaining unit member is denied a job transfer or promotion, upon their request, the Employer will meet with the Employee to discuss the reasons for the selection and discuss preparing the Employee for future opportunities.

9.12 Cross Training. In an effort to maximize the schedules of all full-time and regular part-time employees, voluntary cross-training will be explored and applied in appropriate circumstances. Employees working outside their classification shall be considered "casual" employees and shall have no seniority rights in such classification unless regularly and routinely (weekly) scheduled for a minimum of 180 consecutive days. No employee shall accrue seniority in more than two (2) classifications.

9.13 Seniority List. The Employer shall furnish an accurate seniority list to the Union within ten (10) days of the date on which this Agreement is signed. Thereafter, the Employer shall notify the Union of each employee who has been separated from employment and upon request a list of employees and their classifications. A separate list for extra banquet servers will also be provided.

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, or it is a Union grievance, the aggrieved employee or the Union shall, within fourteen (14) calendar days from the date on which the incident which gave rise to the grievance occurred, file a written grievance with Employer's Human Resources Office. This written grievance shall set forth the facts giving rise to the grievance, including the date and person(s) involved, and designate the provision(s) of this Agreement which allegedly have been violated. Failure to file such written grievance within fourteen (14) calendar days shall result in such grievance being barred from further consideration.

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

10.2 Effect of Failure to Appeal. Any grievance not appealed to a succeeding step within the time limits specified shall be deemed abandoned and not entitled to further consideration. Such abandonment by the Employer shall be deemed an acceptance of the grievance as stated and the remedy requested shall be accepted and enforced. Similarly, such abandonment by the Union shall be deemed an acceptance of the Employer's last position as stated, and the remedy, if any, shall be accepted and enforced.

10.3 Grievance Procedure for Employer. Should differences arise concerning the Employer, the Union and/or any employee, as to the meaning and application of this Agreement, the following procedure shall be followed as outlined below by the Employer:

Step 1. The Employer may take the matter up with the authorized President of the Local Union on an informal basis in order to settle the matter promptly.

Step 2. If the grievance is not satisfactorily settled in STEP 1, The employer shall, within fourteen (14) calendar days from the date on which the incident which gave rise to the grievance occurred, file a written grievance with the Union. This written grievance shall set forth the facts giving rise to the grievance, including the date and person(s) involved, and designate the provision(s) of this Agreement which allegedly have been violated. Failure to file such written grievance within fourteen (14) calendar days shall result in such grievance being barred from further consideration.

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

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

10.5 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 first to strike to be determined by a coin toss. The person remaining on the list after each Party has exercised its strikes shall become the Arbitrator.

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.

10.6 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.

10.7 Arbitrator Limitations. 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.

10.8 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 retroactively to a date prior to the date on which the subject of the grievance occurred, and in no event more than sixty (60) calendar days prior to the filing of the grievance. The Arbitrator's written decision shall be issued within sixty (60) days of the hearing, unless otherwise mutually agreed in writing.

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

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

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

10.12 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) 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 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 mailed 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 unless the Employer provides a written reason to extend the timeline to properly complete the investigation. An issue specifically brought by the employee to a Human Resources representative shall 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, upon request, to have a Union steward and/or Union Representative present as set forth in NLRB vs. Weingarten. If such meeting is held with the Human Resources Director, the employee shall be advised of their right to Union representation by the Human Resources Director as set forth in NLRB vs. Weingarten.

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

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

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. The Union agrees to recognize the rules and regulations of the Employer on personnel policies, practices, and procedures, consistent with their obligations to represent employees under the terms of this Agreement. All rules shall be communicated to employees prior to enforcement by the Employer. The Employers rules shall not conflict with this agreement.

11.10 Personnel Files. The Employer shall permit an employee to inspect their personnel file as set forth by state law.

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 or an additional 60 days (for a total of 90 days) if time off is for travel outside of the country and can only be taken once every twelve (12) months. Longer personal leave up to six (6) months 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 its 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/FMLA. Pursuant to the Family Medical Leave Act, Eligible Employees who have completed their probationary period shall be granted unpaid personal medical leave for up to six (6) months when they are medically unable to perform the functions of their position. Such employees shall also be granted up to twelve (12) weeks of unpaid family medical leave within a rolling calendar year when they are needed to care for a son, daughter, spouse/domestic partner, or parent with a serious health condition. If medically necessary, medical leave may be taken on an intermittent or reduced schedule basis and in all cases shall be taken concurrent with any other leave.

The Employer may require medical certification to support a claim for medical leave for an employee's own serious health condition or to care for a family member including a domestic partner, with a serious health condition. Normally, a medical certification will not be required for illness or injuries of short-term duration (1-3 days). For medical leaves in excess of thirty (30)

days, employees shall be required to submit periodic medical certifications for each successive thirty (30) day period.

- a) Return to Work – Employees ready to return to work from a personal medical leave in excess of three (3) days shall furnish the Employer medical certification 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 Parenting Leave. Employees shall be granted up to twelve (12) weeks unpaid parenting leave in connection with the birth, adoption, or placement of a child in foster care. When possible, employees shall give the Employer at least thirty (30) days' notice before the date such leave is to begin.

12.4 Return from Leave of Absence. An employee returning from an authorized leave as provided for in this Agreement shall return to their previously held job classification with their seniority intact, subject to the following conditions:

- a) Neither the classification nor schedule has been abolished.
- b) In the case of personal medical leaves, such leave is guaranteed for leaves lasting six (6) months or less.
- c) In the case of jury leaves, parenting leave, and family medical leave, such return is guaranteed only for leaves lasting twelve (12) weeks or less.
- d) In all other cases, an employee shall be returned to their former position only when an opening becomes available.

12.5 Military Leave. Employees who are members of the National Guard, Air National Guard, or active reserves of the Army, Navy, Marine Corps, Air Force, or Coast Guard will be granted two weeks annual training leave. Employees will be paid the difference between their base pay and military service pay during their annual two weeks of training. Military leave pay does not apply to weekend duty. It will be the employee's responsibility to discuss with their supervisor and make the necessary scheduling arrangements. The employer will comply with all re-employment provisions as required by law.

12.6 Jury Duty. Employees needing time off to serve as a juror or witness (unless testifying on their own behalf) may take time off work to do so. Employees will be paid the difference between the straight time wages they would have earned and the amount they are paid by the court.

12.7 Bereavement Leave. All regular full, and regular part time employees, exclusive of probationary, on-call or extra employees, are eligible for bereavement pay and leave up to three (3) days for the purpose of attending the funeral or mourning service related to the death of an employee's immediate family. The immediate family shall include the employee's spouse,

domestic partner, child, foster or stepchild, mother, father, legal guardian, brother, sister, mother-in-law or father-in-law, brother-in-law, sister-in-law, Grandparents, and Grandchild. An employee must also notify the Employer of the need for bereavement leave and, afterwards, of the facts of the bereavement leave.

12.8 Union Business.

- (a) The Employer agrees to grant the necessary time off without pay to any employee delegated to attend a labor convention up to a maximum of seven (7) days for two (2) employees at any one time and two (2) employees annually.
- (b) In the event that an employee is elected to a position of full-time service with the Union of no more than ninety (90) days, and subsequently returns to employment with the hotel, the employee shall maintain their seniority during the period of leave. EMPLOYER agrees to grant a ninety (90) day leave of absence to an Employee to work for the Union provided the request is in writing with the start date and the return date provided to EMPLOYER at least two (2) weeks in advance.

12.9 Leave Benefits. Employees shall retain pre-leave seniority and shall accrue seniority during all authorized leaves other than personal leaves. Employees shall retain pre-leave seniority but shall not accrue seniority during personal leaves in excess of thirty (30) days. Failure to return to work after an authorized leave of absence shall result in complete loss of seniority rights.

12.10 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
Holidays

13.1 Paid Holidays. All regular, full-time employees covered by this Agreement are eligible for paid holidays. Employees receive the following paid holidays each year:

- | | |
|------------------|--------------|
| New Year's Day | Memorial Day |
| Independence Day | Labor Day |

Thanksgiving Day

Christmas Day

13.2 Floating Holidays. Employees who have worked for the Employer for at least twelve (12) months receive two (2) personal or "floating" holidays each year. Employees may use personal holidays any time during the year, by their anniversary date, as long as employees schedule the time and receive supervisor approval at least two (2) weeks in advance. Personal holidays not taken in one year do not carry over to the next year. 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 and room service shall be compensated at the adjustment rate of \$6.50 per hour for Thanksgiving, Christmas, Labor Day, and Memorial Day.

13.3 Holiday Pay. To receive holiday pay, employees must:

- a) have been a regular, full-time employee for at least thirty (30) days; and
- b) work the scheduled day just before and just after the holiday, unless the employee has an approved or excused absence, as defined by the Hotel's attendance policy.

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. If an employee works on a holiday, the employee will be paid one and one-half (1½) the employee's regular straight time hourly rate of pay for the hours actually worked, plus holiday pay. Holiday pay is based on the employee's average number of hours worked each day for the last ninety (90) days.

ARTICLE 14 **Paid Time Off (PTO)**

14.1 Amount of PTO. Paid time off (PTO) is provided for employees to take time off for vacation and other personal reasons, including those permitted by the Minneapolis' Sick and Safe Time Ordinance (MSSTO).

- a) In their first year of employment all employees (full-time, part-time) shall accrue (earn) PTO at the rate of one (1) hour for every 30 hours worked (0.0333 PTO hours per hour worked), up to a maximum of 48 hours in an anniversary year.
- b) After one year of employment, however, all full-time and regular part-time employees shall accrue (earn) PTO as follows:

| <u>Continuous Service</u> | <u>Accrual Rate Per Hour Paid</u> | <u>Full-Time Equivalent</u> |
|---------------------------|-----------------------------------|-----------------------------|
| 1-5 years | 0.0577 hours of PTO | 15 days (120 hours) |
| 5-15 years | 0.0769 hours of PTO | 20 days (160 hours) |
| 15+ year | 0.0962 hours of PTO | 25 days (200 hours) |

c) Employees may accrue up to two (2) times their annual PTO earnings. An employee that reaches the cap shall not accrue additional PTO until the employee takes time off.

d) Temporary layoffs or leaves of absence during the year shall not interrupt the continuity of seniority for the purpose of determining the amount of PTO for which an employee is eligible.

e) Employees shall be entitled to receive their PTO pay before they leave for vacation.

14.2 Safe and Sick Time. In addition to using PTO for vacations as provided in Section 14.1, after completion of 90 days of employment, all employees may use accrued PTO for the following reasons permitted by the MSSTO:

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

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

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

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

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

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

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

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

Minimum Time Usage. Employees using PTO pursuant to the MSSTO may use it in a minimum of four (4) hour increments.

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

The Employer reserves the right to schedule vacations so that they will not interfere with business operations, but each employee should be entitled to take their vacation not later than six (6) months after they have qualified for it. Vacations 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.

All vacation requests will be approved or denied within ten (10) days of the employee's request. Requests cannot be made more than ninety (90) days in advance, except for unusual circumstances. Once a request is approved, more senior employees cannot bump a less senior employee.

14.4 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.

14.5 Terminated Employees. Employees who are discharged or who terminate their employment shall be entitled to pro-rated PTO pay earned. Provided, however, employees voluntarily terminating employment must first notify the Employer two (2) weeks prior to such termination in order to be eligible to receive such pro-rated PTO pay.

14.6 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 PTO is earned shall be paid PTO 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 PTO allowance provided for in the foregoing. This provision shall not apply to employees terminated for cause.

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

ARTICLE 15

Technological Changes and Automation

15.1 Technological change means the use of automation, machines, computers, robots, software, tablets, or other handheld devices that replace or substitute for or materially increase or decrease the type or manner of work performed by employees in the Employer's workplace.

15.2 The Employer shall provide the Union at least thirty (30) days' advance notice prior to the implementation of any new technological change occurring after the effective date of this Agreement. If the Union requests to bargain, it must do so within fifteen (15) days of the Employer's notice and shall include any information requests with such notice. The Employer shall promptly negotiate the impact of the new technological change on the bargaining unit employees and the work they perform. The Employer's obligation to negotiate the change is limited to effects bargaining. If an agreement cannot be reached in the negotiations, the Employer may implement its final offer and the Union may choose to move the issue to arbitration as described in Article 10 of this Agreement.

ARTICLE 16

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.

ARTICLE 17 **Safety/Panic Buttons**

17.1 Within eighteen (18) months of the execution of this agreement (subject to reasonable extension based on vendor availability), the Employer shall provide an emergency alerting device "panic button" to each employee assigned to work in a guest room without other employees present, at no cost to the employee. Each employee shall be required to carry the device with them at all times when working and to utilize such device when they believe there is a credible safety risk to the employee. The devices shall be able to summon on scene assistance to their location from another employee, security personnel or emergency response personnel. 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.

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

17.3 Upon receipt of an allegation of sexual assault or other criminal conduct by a guest against an employee, the Employer shall investigate and contact local law enforcement with jurisdiction if warranted. In the event that law enforcement is contacted, the employer will inform 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.

17.4 When an allegation of sexual assault or criminal conduct by a guest against an employee is supported by a police report and statement made by such employee under penalty of perjury, the Employer shall inform the guest that they are prohibited from returning to the Hotel

and shall maintain such prohibition for returning to the Hotel for a period of at least three (3) years.

17.5 There shall be no retaliation against any employee for seeking to enforce their rights under this Article 17 by any lawful means or for otherwise asserting rights under this Article.

ARTICLE 18 **Equipment**

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

18.2 Deficient Equipment. Employees shall report in a manner determined 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 consistent with business necessity. No employee shall be required to use equipment that they reasonably consider to be in an unsafe condition.

ARTICLE 19 **Immigration**

19.1 Change of Immigration Status.

No Employee shall suffer a loss of seniority, compensation, or benefits (although no rights to any such things shall accrue during any period of absence) due to a change in immigration or work authorization status, provided the employee can present acceptable evidence of their work authorization status will be reinstated to employment consistent with the leave provisions of the contract. The Employer agrees to work with the Union when such situations arise.

19.2 Workplace Immigration Enforcement.

a) Where permitted 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) related to the immigration status of an employee covered by this Agreement, or if a search and/or arrest warrant, administrative warrant, subpoena, or other request for document is presented by immigration and Customs Enforcement (ICE). 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 or ICE matter.

b) To the extent legally permissible, the Employer shall offer a private setting for questioning for employees by DHS or ICE.

19.3 Reverification of Status.

a) The Employer will provide an employee with a least sixty (60) days' notice that the documents provided by the employee demonstrating work authorization are scheduled to expire if the employee will need to 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) 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 employer shall maintain said forms.

19.4 Social Security Discrepancies.

In the event that the employer receives notice from the 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 follow 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 complete a new I-9 form solely as result of the receipt of a no-match letter, unless otherwise required by law.

19.5 Seniority and Leave of Absence for Immigration Related Issues.

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

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

c) In the event that a non-probationary Employee has a problem with their right to work in the United States, unless otherwise prohibited by law, 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.

d) In the event that a non-probationary employee does not provide adequate proof that they are authorized to work in the United States, 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 classification seniority, vacation, and other benefits do 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. The Employers obligation to reinstate shall not apply in cases where there is provable false I9 documentation was given.

ARTICLE 20

Banquet Department

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

- a) In addition to the wage rates set forth in the Schedule of Wages, banquet employees shall receive the banquet employees' service charge as set forth below:

House Total Service Charge – Minimum 22% of total applicable food and beverage charges consistent with current practice.

Servers, Captains, and Bartenders – 14.67% of total applicable food and beverage will be distributed for all 3 (three) classification in the same tip pool.

Banquet Set-Up – .25% of total applicable food and beverage charges consistent with current practice.

House – 7.08% of total applicable food and beverage charges consistent with current practice.

The Employer reserves the right to increase the House Total Service Charge, which shall be split .25 banquet servers, .25 set up and .50 to the House.

- b) Service charges shall be paid on the number of meals paid for by the customer.
- c) When clean-up is delayed until the conclusion of speeches or a program, only the number of employees sufficient to do the clean-up shall be retained.
- d) The Employer shall maintain complete records of all banquets and functions and the amount of service charge or gratuities deposited with the Employer for the employees along with the employees' hours, actual amount or method of distribution submitted to the employee. A union representative shall be permitted to inspect the banquet employee compensation records during usual office business hours.
- e) No banquet server shall be scheduled for a triple shift (3rd function) until all regular full-time servers have been scheduled for a double shift.
- f) Banquet Servers and Banquet Captains are exempt from the overtime provisions of this Agreement. This includes other employees working intermittently as servers or banquet Captains.
- g) When a banquet function has been set up and then must be moved to a different location and the guest/group pays the additional set-up fee, a fifteen (\$15) dollar fee will be added to the banquet set-up pool, and if tables have been set and/or food brought in, a twenty-five (\$25) dollar fee will be added to the server pool.
- h) Servers who work a promotional, complimentary, sales promo or house function for which the Hotel does not charge the guest will be paid minimum wage. An additional twenty (\$20.00) dollars per hour, per server will be added to the service charge pool.
- i) Servers who work a discounted event will be paid the greater of the "flat rate" above (section h), or the service charge consistent with the above schedule, calculated on the amount paid on the guest check.
- j) Off-site events: for banquet set-up, servers, bartenders, captains will be paid the greater of the "flat rate" above (section h), or the service charge consistent with the above schedule, calculated on the amount paid on the guest check for all hours worked at off-site events. This flat hourly rate shall be paid for all off-site banquet set-up, tear down, loading and travel time starting when employee punches in under a separate hourly pay code for off-site event until employee punches out after the

conclusion of the event. Start time for off-site event will be indicated on work schedule.

ARTICLE 21 **Housekeeping Department**

21.1 Room Attendants. Room Cleaning. Room Attendants shall not normally be required to clean more than fifteen (15) rooms per eight (8) hour shift. This provision shall not be decreased without the Employer's written agreement.

21.2 Doubles. Room Attendants assigned more than six (6) confirmed double/doubles shall have the total number of assigned rooms reduced by one (1).

21.3 Assistance. A Housekeeping employee may request assistance in cases where work is strenuous or difficult to perform. The Employer agrees, upon request, to discuss with the Union any concerns about the workload of housekeeping employees. No Room Attendant shall be required to perform work which requires standing on a chair, bathtub, or vanity.

21.4 Room Bonus. Room Attendants who clean more than fifteen (15) rooms in an eight (8) hour shift shall be paid \$7.00 per room in addition to their base pay.

21.5 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 Executive Housekeeper.

21.6 Guest Beds/Extra Beds. Housekeepers will be paid \$2.50 for each rollaway/cot made up in the room that was part of their daily room assignment for stay overs.

21.7 Room Assignments. Room Attendant's assigned rooms on three (3) or more floors during a shift shall have the total number of assigned rooms reduced by one (1).

21.8 Supplies. The Employer shall provide sufficient linen, equipment, and cleaning material 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.

21.9 Gratuities. The Employer and the Union agree that 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.

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

21.11 No Service Rooms. "No Service" rooms shall not be counted as a cleaned room. A housekeeper may be assigned other work in lieu of such rooms but shall not be required to leave early unless by mutual agreement.

ARTICLE 22

Room Service & Restaurant

22.1 Coupon/Vouchers. An eighteen percent (18%) service charge shall be added for all sales and promotions, complimentary items and/or free food and beverage which shall go to the serving person or persons (restaurants).

22.2 Tips on Paycheck. All charged tips and service charges paid by guests to room service and restaurant employees shall be included in the bi-weekly payroll.

22.3 Room Service. Room Service Servers shall receive an eighteen (18%) percent service charge of the retail menu price on all ala carte orders and hospitality suite deliveries delivered by the Room Service Department.

ARTICLE 23

State and Federal Law

23.1 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.

23.2 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.

23.3 Governmental Legislation Coordinated. Any laws, legislation, or applicable executive orders, rules or regulations of the City of Minneapolis, the State of Minnesota or the United States of America which impact favorably upon the employees covered by this

Agreement shall be coordinated with the provisions of this Agreement for the purpose of eliminating pyramiding treatment of wages and benefits.

23.4 Grievance Arbitration Procedure Prior to and Exclusive of Administrative Agency or Judicial Action. The Union and Employer agree that employees shall use and exhaust the Grievance and Arbitration Procedure prior to and exclusive of filing a charge, lawsuit or complaint with any administrative agency or court of law. The Parties agree to waive any statute of limitations or filing requirements for the period of processing the grievance completely through the Grievance and Arbitration Procedure.

ARTICLE 24 **Language Assistance**

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

24.1 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, does not interfere with the conduct of business or the Employees' performance of work, and is consistent with quality guest service.

24.2 The Employer will maintain and distribute to employees whose native language is not English lists of resources available (including other Employer employees) for assistance in translating work-related communications to and from employees' native language.

ARTICLE 25 **Safety Committee**

25.1 Safety Committee. The parties shall create a safety committee consisting of at least two (2) management representatives and two (2) bargaining unit employees. The committee shall meet at regular intervals.

ARTICLE 26 **Health and Welfare**

26.1 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) Upon ratification of this agreement, 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 preceding months 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.

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

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

Effective May 1, 2026, the Employer agrees to contribute to the Fund four dollars and eighty cents (\$4.80) for each hour paid to all employees based on the April 2026 hours.

- b) Benefits. The Fund Trustees are expressly authorized to adjust benefit levels and/or eligibility for same to maintain the solvency of the Fund.
- c) Employer Obligation. The Employer's obligation to contribute to the Health and Welfare Fund is limited to the amount of contribution specified in Article 26.
- d) The Trustees are directed to develop a dependent child well-care program Under the jurisdiction of the Fund..
- e) Employees pay no premium cost for individual benefits during the term of the agreement, but the Trustees reserve the right to make benefit adjustments to keep the Fund solvent and viable.
- f) The Union will ensure that prior to November 1st, 2014, and each year thereafter, that the Employer will receive a letter from the fund stating that all terms of the Health and Welfare fund for the next year are in compliance with the Affordable Care Act (ACA). If the Employer fails to receive such letter, or that the fund is not in compliance, the Employer may request that the contract be re-opened to negotiate provision(s) to the fund to comply with the ACA.

26.2 Initial Eligibility & Qualifying Period. Employees who are paid 255 hours or more within a three (3) month or less time period are eligible for Health and Welfare benefits through the Fund. The effective date of coverage is on the first (1st) day of the second (2nd) month following the end of the prescribed time period for which 255 hours of contributions have been paid by Employer, into the Fund. Eligibility is maintained by a minimum of eighty-five (85) paid hours per month, on a rolling three (3) month average.

26.3 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.

26.4 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.

26.5 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.

26.6 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.

26.7 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.

26.8 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 27
401K

27.1 The Employer shall maintain for the benefit of employees a 401(k) Plan. The Employer shall be bound by all of the terms and provisions of the plan documents. The plan documents, including amendments and all rules and procedures, are hereby incorporated by reference in this Agreement and their terms and provisions shall be binding upon the Employer as if they were fully set forth in this Agreement.

ARTICLE 28
Successors and Assigns

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

ARTICLE 29
Savings Clause

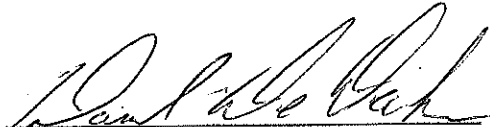
If any sections of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction; or if compliance with or enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, the remaining provisions of this Agreement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

ARTICLE 30
Term of Agreement

This Agreement shall be in effect for a period of five years commencing on the ____ day of December 2021 and shall continue to and including the thirtieth (30th) day of November 2026 and be automatically renewed thereafter, unless at least sixty (60) days prior to the termination date either party serves written notice upon the other by certified mail of a desire to terminate, change or modify this Agreement.

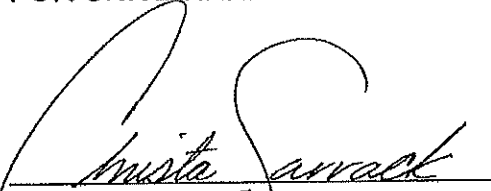
IN WITNESS WHEREOF, the Employer and the Union hereby execute, sign and attest to this Agreement this 18th day of February, 2022.

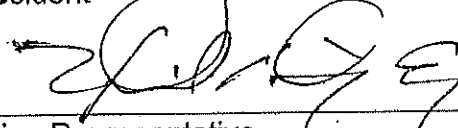
FOR SVC Minneapolis TRS LLC
d/b/a/ SONESTA MINNEAPOLIS


General Manager Sonesta Minneapolis


Human Resources Director

FOR UNITE HERE LOCAL NO. 17


President


Union Representative

Royal Sonesta Minneapolis Downtown

Appendix A Minimum Wage Rates by Job Classification

| | | | | | | | | | |
|------------|---------|---------|--------|---------|--------|---------|--------|---------|--------|
| Front Desk | 12-1-21 | 12-1-22 | 6-1-23 | 12-1-23 | 6-1-24 | 12-1-24 | 6-1-25 | 12-1-25 | 6-1-26 |
|------------|---------|---------|--------|---------|--------|---------|--------|---------|--------|

Bell Captain

Applicable Minimum Wage + \$2.00 + PTO adjustment rate

Bell Staff

Applicable Minimum Wage + PTO adjustment rate

| Guest Services | 12-1-21 | 12-1-22 | 6-1-23 | 12-1-23 | 6-1-24 | 12-1-24 | 6-1-25 | 12-1-25 | 6-1-26 |
|-----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Start | \$18.00 | \$18.32 | \$18.65 | \$18.97 | \$19.30 | \$19.62 | \$19.95 | \$20.27 | \$20.60 |
| 12 Months | \$18.61 | \$18.93 | \$19.26 | \$19.58 | \$19.91 | \$20.23 | \$20.56 | \$20.88 | \$21.21 |
| 24 Months | \$19.31 | \$19.63 | \$19.96 | \$20.28 | \$20.61 | \$20.93 | \$21.26 | \$21.58 | \$21.91 |
| 36 Months | \$20.03 | \$20.35 | \$20.68 | \$21.00 | \$21.33 | \$21.65 | \$21.98 | \$22.30 | \$22.63 |
| Telecommunication Operator | | | | | | | | | |
| Start | \$18.00 | \$18.32 | \$18.65 | \$18.97 | \$19.30 | \$19.62 | \$19.95 | \$20.27 | \$20.60 |
| 12 Months | \$18.61 | \$18.93 | \$19.26 | \$19.58 | \$19.91 | \$20.23 | \$20.56 | \$20.88 | \$21.21 |
| 24 Months | \$19.31 | \$19.63 | \$19.96 | \$20.28 | \$20.61 | \$20.93 | \$21.26 | \$21.58 | \$21.91 |
| 36 Months | \$20.03 | \$20.35 | \$20.68 | \$21.00 | \$21.33 | \$21.65 | \$21.98 | \$22.30 | \$22.63 |
| Plaza Club | | | | | | | | | |
| Start | \$16.30 | \$16.62 | \$16.95 | \$17.27 | \$17.60 | \$17.92 | \$17.25 | \$18.57 | \$18.90 |
| 12 Months | \$16.80 | \$17.12 | \$17.45 | \$17.77 | \$18.10 | \$18.42 | \$18.75 | \$19.07 | \$19.40 |
| 24 Months | \$17.30 | \$17.62 | \$17.95 | \$18.27 | \$18.60 | \$18.92 | \$18.25 | \$19.57 | \$19.90 |
| 36 Months | \$17.80 | \$18.12 | \$18.45 | \$18.77 | \$19.10 | \$19.42 | \$19.75 | \$20.07 | \$20.40 |

| | | | | | | | | | |
|----------|---------|---------|--------|---------|--------|---------|--------|---------|--------|
| Banquets | 12-1-21 | 12-1-22 | 6-1-23 | 12-1-23 | 6-1-24 | 12-1-24 | 6-1-25 | 12-1-25 | 6-1-26 |
|----------|---------|---------|--------|---------|--------|---------|--------|---------|--------|

Captain

Applicable Minimum Wage + \$2.00 + PTO adjustment rate

Servers

Applicable Minimum Wage + PTO adjustment rate

Bartender

Applicable Minimum Wage + PTO adjustment rate

| Houseperson Set-Up Lead | 12-1-21 | 12-1-22 | 6-1-23 | 12-1-23 | 6-1-24 | 12-1-24 | 6-1-25 | 12-1-25 | 6-1-26 |
|-------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Start | \$17.00 | \$17.32 | \$17.65 | \$17.97 | \$18.30 | \$18.62 | \$18.95 | \$19.27 | \$19.60 |

| | | | | | | | | | |
|-------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 12 Months | \$17.50 | \$17.82 | \$18.15 | \$18.47 | \$18.80 | \$19.12 | \$19.45 | \$19.77 | \$20.10 |
| 24 Months | \$18.50 | \$18.82 | \$19.15 | \$19.47 | \$19.80 | \$20.12 | \$20.45 | \$20.77 | \$21.10 |
| 36 Months | \$19.00 | \$19.32 | \$19.65 | \$19.97 | \$20.30 | \$20.62 | \$20.95 | \$21.27 | \$21.60 |
| Houseperson Set-up | | | | | | | | | |
| Start | \$15.97 | \$16.29 | \$16.62 | \$16.94 | \$17.27 | \$17.59 | \$17.92 | \$18.24 | \$18.57 |
| 12 Months | \$17.21 | \$17.53 | \$17.86 | \$18.18 | \$18.51 | \$18.83 | \$19.16 | \$19.48 | \$19.81 |
| 24 Months | \$18.05 | \$18.37 | \$18.70 | \$19.02 | \$19.35 | \$19.67 | \$20.00 | \$20.32 | \$20.65 |
| 36 Months | \$18.68 | \$19.00 | \$19.33 | \$19.65 | \$19.98 | \$20.30 | \$20.63 | \$20.95 | \$21.28 |

Restaurant & Room Service 07-1-20 12-1-22 6-1-23 12-1-24 6-1-25 12-1-26 6-1-27

**Servers/
Cocktail Server**

Applicable Minimum Wage + PTO adjustment rate

Bartender

Applicable Minimum Wage + PTO adjustment rate

| | | | | | | | | | |
|----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Bus person | | | | | | | | | |
| Start | \$15.00 | \$15.32 | \$15.65 | \$15.97 | \$16.30 | \$16.62 | \$16.95 | \$17.27 | \$17.60 |
| 12 Months | \$15.50 | \$15.82 | \$16.15 | \$16.47 | \$16.80 | \$17.12 | \$17.45 | \$17.77 | \$18.10 |
| 24 Months | \$16.00 | \$16.32 | \$16.65 | \$16.97 | \$17.30 | \$17.62 | \$17.95 | \$18.27 | \$18.60 |
| 36 Months | \$16.50 | \$16.82 | \$17.15 | \$17.47 | \$17.80 | \$18.12 | \$18.45 | \$18.77 | \$19.10 |
| Cashier/ Order taker | | | | | | | | | |
| Start | \$15.55 | \$15.87 | \$16.20 | \$16.52 | \$16.85 | \$17.17 | \$17.50 | \$17.82 | \$18.15 |
| 12 Months | \$16.05 | \$16.37 | \$16.70 | \$17.02 | \$17.35 | \$17.67 | \$18.00 | \$18.32 | \$18.65 |
| 24 Months | \$16.55 | \$16.87 | \$17.20 | \$17.52 | \$17.85 | \$18.17 | \$18.50 | \$18.82 | \$19.15 |
| 36 Months | \$17.05 | \$17.37 | \$17.70 | \$18.02 | \$18.35 | \$18.67 | \$19.00 | \$19.32 | \$19.65 |
| Host/Hostess/ Captain | | | | | | | | | |
| Start | \$17.00 | \$17.32 | \$17.65 | \$17.97 | \$18.30 | \$18.62 | \$18.95 | \$19.27 | \$19.60 |
| 12 Months | \$17.50 | \$17.82 | \$18.15 | \$18.47 | \$18.80 | \$19.12 | \$19.45 | \$19.77 | \$20.10 |
| 24 Months | \$18.00 | \$18.32 | \$18.65 | \$18.97 | \$19.30 | \$19.62 | \$19.95 | \$20.27 | \$20.60 |
| 36 Months | \$18.50 | \$18.82 | \$19.15 | \$19.47 | \$19.80 | \$20.12 | \$20.45 | \$20.77 | \$21.10 |
| Barista | | | | | | | | | |
| Start | \$16.25 | \$16.57 | \$16.90 | \$17.22 | \$17.55 | \$17.87 | \$18.20 | \$18.52 | \$18.85 |

| | | | | | | | | | |
|----------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 12 Months | \$16.75 | \$17.07 | \$17.40 | \$17.72 | \$18.05 | \$18.37 | \$18.70 | \$19.02 | \$19.35 |
| 24 Months | \$17.25 | \$17.57 | \$17.90 | \$18.22 | \$18.55 | \$18.87 | \$19.20 | \$19.52 | \$19.85 |
| 36 Months | \$17.75 | \$18.07 | \$18.40 | \$18.72 | \$19.05 | \$19.37 | \$19.70 | \$20.02 | \$20.35 |
| Barback | | | | | | | | | |
| Start | \$16.00 | \$16.32 | \$16.65 | \$16.97 | \$17.30 | \$17.62 | \$17.95 | \$18.27 | \$18.60 |
| 12 Months | \$16.50 | \$16.82 | \$17.15 | \$17.47 | \$17.80 | \$18.12 | \$18.45 | \$18.77 | \$19.10 |
| 24 Months | \$18.00 | \$17.32 | \$17.65 | \$17.97 | \$18.30 | \$18.62 | \$18.95 | \$19.27 | \$19.60 |
| 36 Months | \$17.50 | \$17.82 | \$18.15 | \$18.47 | \$18.80 | \$19.12 | \$19.45 | \$19.77 | \$20.10 |
| Runner | | | | | | | | | |
| Start | \$16.00 | \$16.32 | \$16.65 | \$16.97 | \$17.30 | \$17.62 | \$17.95 | \$18.27 | \$18.60 |
| 12 Months | \$16.50 | \$16.82 | \$17.15 | \$17.47 | \$17.80 | \$18.12 | \$18.45 | \$18.77 | \$19.10 |
| 24 Months | \$18.00 | \$17.32 | \$17.65 | \$17.97 | \$18.30 | \$18.62 | \$18.95 | \$19.27 | \$19.60 |
| 36 Months | \$17.50 | \$17.82 | \$18.15 | \$18.47 | \$18.80 | \$19.12 | \$19.45 | \$19.77 | \$20.10 |

| Housekeeping | 12-1-21 | 12-1-22 | 6-1-23 | 12-1-23 | 6-1-24 | 12-1-24 | 6-1-25 | 12-1-25 | 6-1-26 |
|--------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Room Cleaner | | | | | | | | | |
| Start | \$15.75 | \$16.07 | \$16.40 | \$16.72 | \$17.05 | \$17.37 | \$17.70 | \$18.02 | \$18.35 |
| 12 Months | \$16.25 | \$16.57 | \$16.90 | \$17.22 | \$17.55 | \$17.87 | \$18.20 | \$18.52 | \$18.85 |
| 24 Months | \$16.75 | \$17.07 | \$17.40 | \$17.72 | \$18.05 | \$18.37 | \$18.70 | \$19.02 | \$19.35 |
| 36 Months | \$17.25 | \$17.57 | \$17.90 | \$18.22 | \$18.55 | \$18.87 | \$19.20 | \$19.52 | \$19.85 |
| 48 Months | | | | \$19.22 | \$19.55 | \$19.87 | \$20.20 | \$20.52 | \$20.85 |
| Public Space | | | | | | | | | |
| Start | \$15.75 | \$16.07 | \$16.40 | \$16.72 | \$17.05 | \$17.37 | \$17.70 | \$18.02 | \$18.35 |
| 12 Months | \$16.25 | \$16.57 | \$16.90 | \$17.22 | \$17.55 | \$17.87 | \$18.20 | \$18.52 | \$18.85 |
| 24 Months | \$16.75 | \$17.07 | \$17.40 | \$17.72 | \$18.05 | \$18.37 | \$18.70 | \$19.02 | \$19.35 |
| 36 Months | \$17.25 | \$17.57 | \$17.90 | \$18.22 | \$18.55 | \$18.87 | \$19.20 | \$19.52 | \$19.85 |
| 48 Months | | | | \$19.22 | \$19.55 | \$19.87 | \$20.20 | \$20.52 | \$20.85 |
| Production | | | | | | | | | |
| Start | \$15.75 | \$16.07 | \$16.40 | \$16.72 | \$17.05 | \$17.37 | \$17.70 | \$18.02 | \$18.35 |
| 12 Months | \$16.25 | \$16.57 | \$16.90 | \$17.22 | \$17.55 | \$17.87 | \$18.20 | \$18.52 | \$18.85 |
| 24 Months | \$16.75 | \$17.07 | \$17.40 | \$17.72 | \$18.05 | \$18.37 | \$18.70 | \$19.02 | \$19.35 |
| 36 Months | \$17.25 | \$17.57 | \$17.90 | \$18.22 | \$18.55 | \$18.87 | \$19.20 | \$19.52 | \$19.85 |
| 48 Months | | | | \$19.22 | \$19.55 | \$19.87 | \$20.20 | \$20.52 | \$20.85 |
| Linen Runner - Laundry Worker | | | | | | | | | |

| | | | | | | | | | |
|------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Start | \$15.75 | \$16.07 | \$16.40 | \$16.72 | \$17.05 | \$17.37 | \$17.70 | \$18.02 | \$18.35 |
| 12 Months | \$16.25 | \$16.57 | \$16.90 | \$17.22 | \$17.55 | \$17.87 | \$18.20 | \$18.52 | \$18.85 |
| 24 Months | \$16.75 | \$17.07 | \$17.40 | \$17.72 | \$18.05 | \$18.37 | \$18.70 | \$19.02 | \$19.35 |
| 36 Months | \$17.25 | \$17.57 | \$17.90 | \$18.22 | \$18.55 | \$18.87 | \$19.20 | \$19.52 | \$19.85 |
| 48 Months | | | | \$19.22 | \$19.55 | \$19.87 | \$20.20 | \$20.52 | \$20.85 |
| Uniform Attendant | | | | | | | | | |
| Start | \$15.75 | \$16.07 | \$16.40 | \$16.72 | \$17.05 | \$17.37 | \$17.70 | \$18.02 | \$18.35 |
| 12 Months | \$16.25 | \$16.57 | \$16.90 | \$17.22 | \$17.55 | \$17.87 | \$18.20 | \$18.52 | \$18.85 |
| 24 Months | \$16.75 | \$17.07 | \$17.40 | \$17.72 | \$18.05 | \$18.37 | \$18.70 | \$19.02 | \$19.35 |
| 36 Months | \$17.25 | \$17.57 | \$17.90 | \$18.22 | \$18.55 | \$18.87 | \$19.20 | \$19.52 | \$19.85 |
| 48 Months | | | | \$19.22 | \$19.55 | \$19.87 | \$20.20 | \$20.52 | \$20.85 |
| Turndown Attendant | | | | | | | | | |
| Start | \$15.75 | \$16.07 | \$16.40 | \$16.72 | \$17.05 | \$17.37 | \$17.70 | \$18.02 | \$18.35 |
| 12 Months | \$16.25 | \$16.57 | \$16.90 | \$17.22 | \$17.55 | \$17.87 | \$18.20 | \$18.52 | \$18.85 |
| 24 Months | \$16.75 | \$17.07 | \$17.40 | \$17.72 | \$18.05 | \$18.37 | \$18.70 | \$19.02 | \$19.35 |
| 36 Months | \$17.25 | \$17.57 | \$17.90 | \$18.22 | \$18.55 | \$18.87 | \$19.20 | \$19.52 | \$19.85 |
| 48 Months | | | | \$19.22 | \$19.55 | \$19.87 | \$20.20 | \$20.52 | \$20.85 |
| Floor Care Specialist | | | | | | | | | |
| Start | \$20.87 | \$21.19 | \$21.52 | \$21.84 | \$22.17 | \$22.49 | \$22.82 | \$23.14 | \$23.47 |
| 12 Months | \$21.79 | \$22.11 | \$22.44 | \$22.76 | \$23.09 | \$23.41 | \$23.74 | \$24.06 | \$24.39 |
| 24 Months | \$22.58 | \$22.90 | \$23.23 | \$23.55 | \$23.88 | \$24.20 | \$24.53 | \$24.85 | \$25.18 |
| 36 Months | \$23.00 | \$23.32 | \$23.65 | \$23.97 | \$24.30 | \$24.62 | \$24.95 | \$25.27 | \$25.60 |
| | | | | | | | | | |
| Culinary | 12-1-21 | 12-1-22 | 01-1-23 | 12-1-23 | 01-1-24 | 12-1-24 | 01-1-25 | 12-1-25 | 01-1-26 |
| Cook III | | | | | | | | | |
| Start | \$20.52 | \$20.84 | \$21.17 | \$21.49 | \$21.82 | \$22.14 | \$22.47 | \$22.79 | \$23.12 |
| 12 Months | \$22.05 | \$22.37 | \$22.70 | \$23.02 | \$23.35 | \$23.67 | \$24.00 | \$24.32 | \$24.65 |
| 24 Months | \$23.07 | \$23.39 | \$23.72 | \$24.04 | \$24.37 | \$24.69 | \$25.02 | \$25.34 | \$25.67 |
| 36 Months | \$23.53 | \$23.85 | \$24.18 | \$24.50 | \$24.83 | \$25.15 | \$25.48 | \$25.80 | \$26.13 |
| | | | | | | | | | |
| Cook II | | | | | | | | | |
| Start | \$20.12 | \$20.44 | \$20.77 | \$21.09 | \$21.42 | \$21.74 | \$22.07 | \$22.39 | \$22.72 |
| 12 Months | \$21.60 | \$21.92 | \$22.25 | \$22.57 | \$22.90 | \$23.22 | \$23.55 | \$23.87 | \$24.20 |
| 24 Months | \$22.61 | \$22.93 | \$23.26 | \$23.58 | \$23.91 | \$24.23 | \$24.56 | \$24.88 | \$25.21 |
| 36 Months | \$23.12 | \$23.44 | \$23.77 | \$24.09 | \$24.42 | \$24.74 | \$25.07 | \$25.39 | \$25.72 |
| | | | | | | | | | |
| Cook I | | | | | | | | | |
| Start | \$19.73 | \$20.05 | \$20.38 | \$20.70 | \$21.03 | \$21.35 | \$21.68 | \$22.00 | \$22.33 |

| | | | | | | | | | |
|--|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 12 Months | \$21.22 | \$21.54 | \$21.87 | \$22.19 | \$22.52 | \$22.84 | \$23.17 | \$23.49 | \$23.82 |
| 24 Months | \$22.27 | \$22.59 | \$22.92 | \$23.24 | \$23.57 | \$23.89 | \$24.22 | \$24.54 | \$24.87 |
| 36 Months | \$22.76 | \$23.08 | \$23.41 | \$23.73 | \$24.06 | \$24.38 | \$24.71 | \$25.03 | \$25.36 |
| Line Cook | | | | | | | | | |
| Start | \$18.19 | \$18.51 | \$18.84 | \$19.16 | \$19.49 | \$19.81 | \$20.14 | \$20.46 | \$20.79 |
| 12 Months | \$19.49 | \$19.81 | \$20.14 | \$20.46 | \$20.79 | \$21.11 | \$21.44 | \$21.76 | \$22.09 |
| 24 Months | \$20.41 | \$20.73 | \$21.06 | \$21.38 | \$21.71 | \$22.03 | \$22.36 | \$22.68 | \$23.01 |
| 36 Months | \$20.84 | \$21.16 | \$21.49 | \$21.81 | \$22.14 | \$22.46 | \$22.79 | \$23.11 | \$23.44 |
| Pantry Cook | | | | | | | | | |
| Start | \$17.00 | \$17.32 | \$17.65 | \$17.97 | \$18.30 | \$18.62 | \$18.95 | \$19.27 | \$19.60 |
| 12 Months | \$17.50 | \$17.82 | \$18.15 | \$18.47 | \$18.80 | \$19.12 | \$19.45 | \$19.77 | \$20.10 |
| 24 Months | \$18.00 | \$18.32 | \$18.65 | \$18.97 | \$19.30 | \$19.62 | \$19.95 | \$20.27 | \$20.60 |
| 36 Months | \$18.50 | \$18.82 | \$19.15 | \$19.47 | \$19.80 | \$20.12 | \$20.45 | \$20.77 | \$21.10 |
| Kitchen Utility | | | | | | | | | |
| Start | \$16.00 | \$16.32 | \$16.65 | \$16.97 | \$17.30 | \$17.62 | \$17.95 | \$18.27 | \$18.60 |
| 12 Months | \$16.50 | \$16.82 | \$17.15 | \$17.47 | \$17.80 | \$18.12 | \$18.45 | \$18.77 | \$19.10 |
| 24 Months | \$18.00 | \$17.32 | \$17.65 | \$17.97 | \$18.30 | \$18.62 | \$18.95 | \$19.27 | \$19.60 |
| 36 Months | \$17.50 | \$17.82 | \$18.15 | \$18.47 | \$18.80 | \$19.12 | \$19.45 | \$19.77 | \$20.10 |
| Kitchen Utility 12-1-21 12-1-22 6-1-23 12-1-23 6-1-24 12-1-24 6-1-25 12-1-25 6-1-26 | | | | | | | | | |
| Stewarding/ Night Cleaner/ Cafeteria Attendant | | | | | | | | | |
| Start | \$15.75 | \$16.07 | \$16.40 | \$16.72 | \$17.05 | \$17.37 | \$17.70 | \$18.02 | \$18.35 |
| 12 Months | \$16.25 | \$16.57 | \$16.90 | \$17.22 | \$17.55 | \$17.87 | \$18.20 | \$18.52 | \$18.85 |
| 24 Months | \$16.75 | \$17.07 | \$17.40 | \$17.72 | \$18.05 | \$18.37 | \$18.70 | \$19.02 | \$19.35 |
| 36 Months | \$17.25 | \$17.57 | \$17.90 | \$18.22 | \$18.55 | \$18.87 | \$19.20 | \$19.52 | \$19.85 |
| 48 Months | | | | \$19.22 | \$19.55 | \$19.87 | \$20.20 | \$20.52 | \$20.85 |
| Storeroom 12-1-21 12-1-22 6-1-23 12-1-23 6-1-24 12-1-24 6-1-25 12-1-25 6-1-26 | | | | | | | | | |
| Purchasing | | | | | | | | | |
| Start | \$15.55 | \$15.87 | \$16.20 | \$16.52 | \$16.85 | \$17.17 | \$17.50 | \$17.82 | \$18.15 |
| 12 Months | \$16.05 | \$16.37 | \$16.70 | \$17.02 | \$17.35 | \$17.67 | \$18.00 | \$18.32 | \$18.65 |
| 24 Months | \$16.55 | \$16.87 | \$17.20 | \$17.52 | \$17.85 | \$18.17 | \$18.50 | \$18.82 | \$19.15 |
| 36 Months | \$17.05 | \$17.37 | \$17.70 | \$18.02 | \$18.35 | \$18.67 | \$19.00 | \$19.32 | \$19.65 |

| Maintenance | 12-1-21 | 12-1-22 | 6-1-23 | 12-1-23 | 6-1-24 | 12-1-24 | 6-1-25 | 12-1-25 | 6-1-26 |
|----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Lead Maintenance Engineer | | | | | | | | | |
| Start | \$33.74 | \$34.06 | \$34.39 | \$34.71 | \$35.04 | \$35.36 | \$35.69 | \$36.01 | \$36.34 |
| 12 Months | \$34.24 | \$34.56 | \$34.89 | \$35.21 | \$35.54 | \$35.86 | \$36.19 | \$36.51 | \$36.84 |
| 24 Months | \$34.74 | \$35.06 | \$35.39 | \$35.71 | \$36.04 | \$36.36 | \$36.69 | \$37.01 | \$37.34 |
| 36 Months | \$35.24 | \$35.56 | \$35.89 | \$36.21 | \$36.54 | \$36.86 | \$37.19 | \$37.51 | \$37.84 |
| | | | | | | | | | |
| Maintenance Engineer | | | | | | | | | |
| Start | \$32.50 | \$32.82 | \$33.15 | \$33.47 | \$33.80 | \$34.12 | \$34.45 | \$34.77 | \$35.10 |
| 12 Months | \$33.00 | \$33.32 | \$33.65 | \$33.97 | \$34.30 | \$34.62 | \$34.95 | \$35.27 | \$35.60 |
| 24 Months | \$33.50 | \$33.82 | \$34.15 | \$34.47 | \$34.80 | \$35.12 | \$35.45 | \$35.77 | \$36.10 |
| 36 Months | \$34.00 | \$34.32 | \$34.65 | \$34.97 | \$35.30 | \$35.62 | \$35.95 | \$36.27 | \$36.60 |
| | | | | | | | | | |
| Assistant Engineer | | | | | | | | | |
| Start | \$27.00 | \$27.32 | \$27.65 | \$27.97 | \$28.30 | \$28.62 | \$28.95 | \$29.27 | \$29.60 |
| 12 Months | \$27.50 | \$27.82 | \$28.15 | \$28.47 | \$28.80 | \$29.12 | \$29.45 | \$29.77 | \$30.10 |
| 24 Months | \$28.00 | \$28.32 | \$28.65 | \$28.97 | \$29.30 | \$29.62 | \$29.95 | \$30.27 | \$30.60 |
| 36 Months | \$28.50 | \$28.82 | \$29.15 | \$29.47 | \$29.80 | \$30.12 | \$30.45 | \$30.77 | \$31.10 |
| | | | | | | | | | |
| Utility Person | | | | | | | | | |
| Start | \$20.50 | \$20.82 | \$21.15 | \$21.47 | \$21.80 | \$22.12 | \$22.45 | \$22.77 | \$23.10 |
| 12 Months | \$21.00 | \$21.32 | \$21.65 | \$21.97 | \$22.30 | \$22.62 | \$22.95 | \$23.27 | \$23.60 |
| 24 Months | \$21.50 | \$21.82 | \$22.15 | \$22.47 | \$22.80 | \$23.12 | \$23.45 | \$23.77 | \$24.10 |
| 36 Months | \$22.00 | \$22.32 | \$22.65 | \$22.97 | \$23.30 | \$23.62 | \$23.95 | \$24.27 | \$24.60 |
| | | | | | | | | | |
| Painter/Finisher | | | | | | | | | |
| Start | \$32.50 | \$32.82 | \$33.15 | \$33.47 | \$33.80 | \$34.12 | \$34.45 | \$34.77 | \$35.10 |
| 12 Months | \$33.00 | \$33.32 | \$33.65 | \$33.97 | \$34.30 | \$34.62 | \$34.95 | \$35.27 | \$35.60 |
| 24 Months | \$33.50 | \$33.82 | \$34.15 | \$34.47 | \$34.80 | \$35.12 | \$35.45 | \$35.77 | \$36.10 |
| 36 Months | \$34.00 | \$34.32 | \$34.65 | \$34.97 | \$35.30 | \$35.62 | \$35.95 | \$36.27 | \$36.60 |

*Lead Employees (i.e., housekeeping leads) shall receive one dollar (\$1.00) above applicable wage rates.

**Overscale employees shall receive the same cents per hour increases as the above wage scale.

***Overnight Employees (i.e., overnight cleaners) shall receive one dollar (\$1.00) above applicable wage rates.

Appendix B
Seniority Classifications

| | |
|--------------------------------|---------------------------|
| FRONT OFFICE | KITCHEN (cont.) |
| Guest Service Representative | Cook I |
| Night Desk Clerk | Line Cook |
| Bell Captain | Utility Cook |
| Bell Person | Pantry |
| Door Person | Cafeteria Attendant |
| Telephone Operator | |
| | |
| HOUSEKEEPING DEPARTMENT | STEWARD |
| Room Cleaner | Kitchen Utility |
| Public Space Cleaner | |
| Uniform Attendant | RESTAURANT |
| Laundry Lead | Server |
| Laundry Worker | Bus Person/Food Runner |
| Linen Runner | Restaurant Cashier |
| Turndown Housekeeper | Host/Hostess |
| | Bartender |
| | Cocktail Server |
| MAINTENANCE DEPARTMENT | |
| Maintenance Engineer | |
| Assistant Maintenance Engineer | ROOM SERVICE |
| Engineering Utility Person | Server |
| Floor Care Specialist | Order Taker/Cashier |
| Painter/Finisher | |
| | BANQUET DEPARTMENT |
| STOREROOM | Banquet Set-Up Lead |
| Receiving Clerk | Banquet Set-Up |
| Storeroom Clerk | Regular Server |
| | Regular Banquet Bartender |
| KITCHEN | Banquet Captain |
| Cook III | |
| Cook II | |