

COLLECTIVE BARGAINING AGREEMENT

Between

The Sheraton Midtown Hotel

and

UNITE HERE LOCAL #17 AFL-CIO

July 1, 2017 through June 30, 2020

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, effective this ____ day of _____ 2017, between the UNITE HERE Local 17 AFL-CIO, hereinafter referred to as the “Union”, and the Sheraton Midtown Hotel, hereinafter referred to as the “Hotel”, “Company” or “Management”.

WITNESSETH:

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

ARTICLE 1 **PURPOSE AND COVERAGE**

1.1. Purpose. The purpose of this Agreement shall be to achieve mutual understanding, harmony and cooperation among the Union, the Employer and its union represented employees; to provide sound working conditions for the employees; to secure and sustain the maximum work effort of each employee covered by this Agreement and the highest quality of service; to prevent strikes; 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's; effective, efficient and economical operation 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 regular full-time and regular part time hotel service, housekeeping, food and beverage, laundry employees, room cleaners, house persons, bell persons, kitchen employees, servers, bussers, bartenders, cashier, hosts, concierges, banquet servers, laundry workers, guest services, front desk clerks, maintenance and engineering employees employed at 2901 Chicago Avenue South, Minneapolis, MN 55407, but excluding all secretarial, office, clerical, sales and catering, managers, supervisors, guards, and all other employees as defined by National Labor Relations Act, as set forth in the February 24, 2006 Certification of Representative issued by the State of Minnesota, Bureau of Mediation Services captioned, UNITE HERE Union Local 17 and Midtown Hotel Employer, LLC, BMS Case # 06-RCE-725. The listing of a classification in the Certification or in the Schedule of Wages does not require the Employer to employ any employee in that classification.

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

1.4. Guest Services Priority. Employees are expected to honor the principle of “a fair day's work for a fair day's pay.” The continued success and operation of the Hotel is recognized as dependent upon delivery of excellent services to guests. All employees are required to begin work promptly at their designated starting time and upon completion of meal times and rest

periods. All employees are to be courteous to guests and provide professional hospitality focusing on the brand standard of warmth, comfort, and connection.

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.

The Parties acknowledge that during the negotiations resulting in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters, not removed by law from the are of collective bargaining and that the understandings and agreements arrived at by the Parties, after exercise of that right and opportunity, are set forth in the Agreement. All rights and duties of both parties are specifically expressed in the Agreement and such expression is all-inclusive. This does not apply to written policies (e.g. the Employee Handbook, which may be changed from time to time at the Employer's discretion) of the Company not in conflict with the Collective Bargaining Agreement, such policies continuing to be in full force and effect for all employees.

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 permitted by law. 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 as set forth in this Agreement. The Union agrees to cooperate with the Employer in maintaining and improving safe and sanitary conditions and practices; and in maintaining, safeguarding and conserving the equipment, supplies, materials, vehicles, machinery, buildings and other property used by employees in connection with their work assignments.

ARTICLE 3 **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 their employment, become and remain members of the Union or pay fees in lieu thereof.

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

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

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

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

3.7 Union Buttons. All employees shall be permitted to wear their official Union button and/or official steward button as it exists as of the date of the signing of the Agreement, except where uniform standards preclude the wearing of any buttons, nametags, ribbons, etc. Any non-compliant uniform additions with brand standards are not allowed.

3.8 Union Stewards. The Employer recognizes the right of the Union to conduct an election or select a Shop Steward(s) to handle such Union business at the Company where he/she is employed, as may from time to time be delegated to him/her by the Union. The name of such Steward(s) shall be reported to the Employer. Steward(s) employed by the Employer shall

be required to fulfill their obligations to the Employer and the Employer's guests and to perform their job duties as any other employee covered by the Agreement. Shop Stewards shall not interrupt employees while working. Only the General Manager or his/her designee and the Union's principal officer shall have the authority to alter or modify any terms or provisions of this Agreement. Such changes shall be in writing and signed by both parties.

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

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

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

ARTICLE 4 **MANAGEMENT RIGHTS**

4.1 Except as otherwise specifically provided in this Agreement, Employer retains all the rights and functions of management that it has by law, or past practice. As long as the action of Employer does not violate any specific provision of this Agreement, and without limiting the generality of the foregoing, Employer shall have the absolute and unqualified right to, in its sole discretion:

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

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

(c) Discontinue, transfer, assign or subcontract any part of its business operations performed by any outside person, firm, or corporation whatsoever, selected by Employer. The employer will notify the union, and provide the union with an opportunity to discuss, its decision to subcontract work before such decision is implemented.

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

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

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

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

(h) Determine and enforce reasonable rules, policies, procedures, regulations, job descriptions/duties and job classifications, the right to make changes to such rules, policies, procedures, regulations, and descriptions/duties and job classifications, and the right to enforce such changes.

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

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

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

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

ARTICLE 5

NO STRIKE - NO LOCKOUT

5.1 No Strikes or Lockouts. The Union agrees that there shall not be any strike of any kind including but not limited to unfair labor practice strikes, politically motivated strikes, sympathy strike, stoppage of work, slow downs or deliberate withholding of production, boycotts, refusal to handle merchandise, picketing or hand billing of the Employer's establishment covered by this Agreement or other interruption of work or interference or

suspension of work relative to the Employer's Hotel during the term of this Agreement or any extension; regardless of whether the conduct is in protest of the actions of a party of nonparty to this Agreement, and regardless of whether the matters or actions precipitating the conduct are resolvable under the grievance process; and the Employer agrees that there shall be no lockouts during the term of this Agreement or any extension. Participation by any employee in any such practices is prohibited by this Section shall be considered just and reasonable cause for discharge or other disciplinary action by the Employer; and subject to the Grievance and Arbitration Procedure in Article 10.

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

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

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

ARTICLE 6

PAY GRATUITIES AND JOB CLASSIFICATIONS

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

6.2 Merit Increases. The wage scale as set forth in the Schedule of Wages of this Agreement reflects minimum rates and does not prohibit an employee from receiving a higher wage.

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

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

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

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

6.7 Gratuities.

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

ARTICLE 7
MEALS, UNIFORMS AND EMPLOYEE AREAS

7.1 Meals.

- (a) Meals shall be provided without charge or wage reduction to all employees in the classifications covered by this agreement. Employees shall be given on (1) meal for each shift worked.
- (b) Meal periods shall be an uninterrupted one-half (1/2) hour for which the employee is not to be compensated. There are job classifications that are in intermittent demand that may require that the employee provide a guest service function. There may be a situation where an employee is dealing with a guest issue and these conflicts with their scheduled break. The guest service must take precedence over employee break time. If employees are required to work any portion of the meal period, they shall receive the regular hourly rate for the entire meal period. There will be no automatic deductions of the one-half (1/2) hour. No present employee shall suffer a wage reduction or be imposed with added hours through the effect of this Agreement. Present meal periods shall not be increased in order to defeat the purpose of this section.

7.2 Uniforms. The Employer shall coordinate with the employee to provide and maintain uniforms and the laundering and upkeep of them for all employees who are required to wear uniforms in accordance with the Employer's established policies.

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

7.4 Employee Areas. The Employer shall maintain a break room for employees in conformity with the requirements of the applicable sanitary code regulations and health ordinances.

ARTICLE 8
HOURS OF WORK, OVERTIME & PREMIUM PAY

8.1 No Guarantee. This Article is intended to indicate the normal number of hours of work. It shall not be construed as a guarantee of minimum or maximum hours of work per day or per week, or of the number of days of work per week, or of working schedules, however, this section is subject to Article 9 on Seniority.

8.2 Standard Workweek. The standard workweek shall consist of forty (40) hours of work on five (5) days. 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 12:00 midnight Saturday. The Employer shall attempt to schedule employees for five (5) consecutive days where reasonably possible to do so.

8.3 Standard Workday. The standard workday shall be eight (8) working hours within eight and one-half (8 1/2) on the Employer's premises. Whenever practical, split shifts will be abolished. The Employer may establish a regular schedule of ten (10) hour workdays within ten and one-half (10 ½) hours on the Employer's premises.

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

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

8.6 Daily Premium Pay. All employees shall receive premium pay of time and one-half (1½) their regular straight time hourly rate of pay for all hours worked in excess of eight (8) hours per day. However, any shift that begins prior to 12 midnight, but ends after 12 midnight, shall be treated as one day for the purpose of computing pay rates. The time and one-half (1½) premium after eight (8) hours shall not be applicable to employees regularly scheduled for ten (10) hour days.

8.7 Premium Pay for 7th Day. All employees shall receive premium pay at the rate of one and one-half (1½) their regular straight-time hourly rate of pay for all hours worked on the employee's seventh (7th) consecutive day of work. The eighth (8th) day shall begin a new seven (7) day cycle for the purposes of this calculation and is not affected by the pay period. No employee shall be guaranteed work on the seventh (7th) day.

8.8 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.

8.9 Work Schedules/ Assignments. All work schedules shall be posted three (3) days prior to the first day of the schedule. Such schedules may be changed in cases of emergencies or business necessities as determined by the Employer. Employees shall not be permitted to establish their own work schedule or room assignments, nor shall they be permitted to work overtime without specific approval of their supervisor. Nothing herein shall be interpreted as a guarantee of a minimum number of hour or days of work of hours per day of work.

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

8.11 Report-in-Pay

- (a) An employee called in and reporting for work as scheduled without prior notice received by the employee not to so report shall receive a minimum of four (4) hours work or four (4) hours pay for that day at the employee's

regular hourly rate; provided the employee is available for work for the full period of time required.

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

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

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

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

8.15 Rest Breaks. The Hotel shall provide two (2) fifteen (15) minute paid breaks during each eight (8) hour shift. However, an employee who does not take a break may not leave before the end of his/her shift for that reason.

8.16 Translation Pay. Employees who are assigned by the employer to perform translation services during an employee meeting will receive a \$10.00 fee in addition to their regular wage.

ARTICLE 9 **SENIORITY**

9.1 Definition

- (a) Seniority shall mean continuous length of service in the establishment from first day of work in the classifications covered by this Agreement after completing probation. Such classifications are set forth in Appendix A, incorporated herein. 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 (2) or more employees begin work on the same day, a numerical suffix will be attached to the seniority date of such employees based on the last four digits of the employee's social security number. The employee with the lowest four (4) digit number shall be deemed the most senior.

9.3 Probationary Period - New Employees. Any new employee shall be employed on a sixty (60) day probationary basis, during which time he/she 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, he/she shall be placed on the seniority list and his/her seniority shall then date from the first day of his/her current period of employment.

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

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

- (a) Employees shall be laid off and returned to work according to their length of service in their respective job classifications as set out in 9.6 and 9.8 below.
- (b) Scheduling of vacation time.
- (c) Offering of overtime work and requiring in reverse order, subject to Section 8.4.
- (d) Employees may exercise their seniority to not work the holiday, if business permits with the junior employee(s) in the classification being required to work as needed. To be excused employees shall give the Employer two (2) weeks notice prior to the holiday. Employees regularly scheduled to work the day on which the holiday is celebrated may not be bumped out of their shift.
- (e) Scheduling of Work
 - (1) Where practical, senior employees who are qualified shall be scheduled to receive the maximum number of available hours on

the work schedule up to an eight (8) hour day, five (5) day, forty (40) hour week. Senior employees may not claim part of a shift and may claim shifts only when they become available on a regular basis. Split shifts shall be considered separate shifts for scheduling purposes. It is understood that employees shall not be permitted to establish their own work schedules nor shall they be permitted to work overtime without the specific approval of their Supervisor. Nothing herein shall be interpreted as a guarantee of a minimum number of hours or days of work.

(2) The above factors, in the use of part-time employees and work schedules will be recognized in scheduling.

(f) Promotion, demotion or transfer to new job openings.

(g) Upon request in writing, any employee scheduled less than five (5) days per week may exercise his/her seniority for five (5) days of work per week when additional shifts become vacated on a regular basis, unless such shifts are eliminated. The employee must bid the five (5) day schedule as posted.

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.

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 he/she was last transferred.

9.9 Notice of Recall. Where an employee is notified at the time of layoff when he/she is to report back to work, he/she will promptly report at such time without further notice. When an employee is not notified at the time of layoff when he/she is to report back to work, he/she 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.
- (g) Terminates employment from the regular schedule and works on an intermittent call-basis only.
- (h) Is absent for two (2) consecutive workdays without reporting to the Company the reasons for the absence.
- (i) Works for another employer during a leave of absence. This subdivision shall not apply in situations where the employee is already working for another employer prior to the leave.
- (j) Falsifies his/her employment application of Company documents.
- (k) Achieves maximum medical improvement following an injury or illness and is still unable to perform the essential functions of the job.

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

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

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 his/her 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: Within fourteen (14) work days of the events giving rise to the grievance, the employee may take up the matter with his/her supervisor on an informal basis in order to settle the matter promptly. An aggrieved employee may have the Union Steward assist him/her with Step 1, if he/she so desires.

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

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

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

10.3 Arbitration Procedure. If the grievance cannot be satisfactorily settled by the above steps of the grievance procedure, either of the Parties may request Arbitration by giving the other Party written notice of its desire to arbitrate within thirty (30) calendar days after the Employer or the Union has made its final written answer as provided in Step 3 (unless the Employer and the Union mutually agree in writing to extend the time limit), in which event the grievance shall be arbitrated according to the following procedure:

The Party desiring to arbitrate shall request the Federal Mediation and Conciliation Service (with a copy of such request to the opposite Party) to furnish the Parties with a panel of seven (7) names of impartial arbitrators. From this panel a representative of the Employer and the Union shall select the Arbitrator. The Arbitrator shall be selected by each Party striking in

turn one strike at a time, three (3) names from the list of seven (7) persons, the complaining Party having the first strike. The person remaining on the list after each Party has exercised its strikes shall become the Arbitrator. Either party may request additional lists if those supplied are not satisfactory; to a maximum of three (3) lists. The Parties may select an Arbitrator by other means, if such other method of selection is confirmed by a written stipulation.

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

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

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

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

10.5 Arbitrator Limitations. Only one (1) grievance, including “group” grievances, may be decided by the Arbitrator at any hearing, however, the parties may agree to waive this requirement in writing. The Arbitrator shall not have the power to add to, ignore, or modify any of the terms, conditions or sections of this Agreement. His/her decision shall not go beyond what is necessary for the interpretation and application of this Agreement in the case of the specific grievance at issue. The Arbitrator shall not substitute his/her judgment for that of the Parties in the exercise of rights granted or retained by this Agreement. The Arbitrator shall render no award which shall be retroactive beyond the date the grievance was originally filed with Employer (except in cases of improper wage rate), or impose any liability not explicitly expressed herein.

10.6 Award of Arbitrator. Where an employee has been discharged in violation of this Agreement, the Arbitrator may order the employee reinstated, either with or without back pay for loss of income resulting from such discharge. The Arbitrator's written decision shall be issued within sixty (60) days of the hearing, unless otherwise mutually agreed in writing.

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

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

10.9 Employer/Union Grievances. Any grievance the Employer or Union may have raised within the time limits set forth in Step 2 shall be reduced to writing and submitted to the other Party's designated representative who will arrange a meeting according the provisions set

out in Step 3, section 10.1 above. If the matter is not satisfactorily settled at this Step, the grievance may be processed through the Arbitration Procedure hereafter.

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

ARTICLE 11

DISCIPLINE AND DISCHARGE

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

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

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

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

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

11.4 Suspension and Discharges. All suspensions and discharges will be in written form and copies will be mailed, emailed, or faxed to the Union immediately upon issuance of such notices. Discharges will be preceded by a suspension during which an investigation of the incident leading to the discharge will be conducted.

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

11.6 Work Now Grieve Later. The Parties recognize the principle of “work now and grieve later” and acknowledge that an employee’s failure to respect that principle may result in discipline.

11.7 Confidentiality. The Employer may decline to give the employee the name of the complaining party, but must divulge such information to the Union at the time of discipline,

which information the Union shall keep confidential, and to the employee at an arbitration hearing if so directed by the Arbitrator.

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

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

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

ARTICLE 12 **LEAVES OF ABSENCE**

12.1 Personal Leave. Any employee desiring a leave of absence from the job because of extraordinary personal or family circumstances after exhaustion of PTO must first secure written permission from the Employer. Personal Leave shall not exceed thirty (30) calendar days and can only be taken once every twelve (12) months. Longer personal leave may be granted by the Employer in its discretion. The Employer shall not be expected to grant a leave of absence that will interfere with the Employer's operations. Leaves of absence shall be without pay. During a leave of absence, the employee shall not engage in gainful employment unless the leave is the result of the employee being hired for a position of full-time service with the Union. The employee must report to work promptly after the leave has expired. Failure to comply with this Article shall result in the complete loss of seniority rights of the employee involved. Seniority shall, but PTO or other benefits shall not, accrue or be provided during Personal Leave. An employee must complete his/her probationary period in order to be eligible for consideration for a Personal Leave of Absence.

12.2 Leaves for Injury and Sickness. Any employee, after exhaustion of PTO, who completes her/his probationary period and becomes ill and presents a physician's statement of such illness to the Employer, shall be granted an unpaid sick leave for a period not to exceed thirty (30) days. Such sick leave may be extended for successive thirty (30) day periods upon presentation of a physician's statement that the employee's health or physical condition is such as to prevent her/him from performing the essential functions of the job for a maximum period of twelve (12) months within any twenty-four (24) month period or length of seniority (whichever

is shorter) from the first day of absence. Seniority shall, but PTO or other benefits shall not, accrue or be provided during the Medical Leave. This leave shall be taken concurrently with available FMLA leave. In the event the Employee requires an extension of leave, such request must be made prior to exhaustion of the approved leave period.

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

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

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

12.4 Maternity Leave. An employee shall be granted a maternity leave of absence, without pay, under the same terms and conditions as are provided for leaves of absence for sickness under 12.2 of this Article to be taken concurrent with available FMLA leave.

12.5 Parenting Leave Eligible employees shall receive "Parenting Leave" in accordance with the Minnesota Parenting Leave Act. Such leave shall be taken concurrent with available leave under FMLA and Maternity Leave. An employee shall be granted an unpaid child care leave of absence of up to six (6) months in connection with the birth or adoption of his/her child. When possible, the employee shall notify the Employer of such intent three (3) months prior to the leave. Seniority shall accrue during such leave, but PTO or other benefits shall not accrue or be provided during Parenting Leave.

12.6 Return from Leave of Absence. Any employee returning from an authorized leave as stated in this Agreement shall return to his/her previously held job classification and schedule (hours, days and room) provided that neither has been abolished and the employee is qualified. In the event the schedule has been abolished and cannot be reestablished, the employee may bump into any schedule commensurate with his/her accrued seniority. Return to previous schedule will only be guaranteed if the leave is less than ninety-one (91) days.

12.7 Military Leave. A regular employee who enters the Armed Forces of the United States shall have the right to his/her former position as may be required by law.

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

the jury duty period and shall be paid the difference between his/her jury pay and the wages he/she otherwise would have earned during straight-time hours of available employment at his/her regular rate.

Provided, however, such jury duty pay shall be subject to the following conditions:

- (a) Available for Work and Notice. The employee must be available for work on the regular workday immediately preceding and following jury duty; and must notify the Employer prior to jury service and at the end of each week of jury duty.
- (b) Jury Service of Half Day. Jury service of a half day or less requires the employee to be immediately available for work for the rest of the day.
- (c) PTO Pay and Jury Duty. Employees shall receive PTO according to the PTO Article of this Agreement regardless of jury duty service.
- (d) Evidence of Jury Duty Pay. Employees shall submit evidence of jury duty pay before pay adjustments will be authorized; provided, that allowance for travel time or other expenses shall not be considered jury duty pay in computing wages due employees.

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

12.10 Union Business.

- (a) The Employer agrees to grant the necessary time off without pay to any employee delegated to attend a labor convention up to a maximum of seven (7) days for two (2) employees at any one time and two (2) employees annually.
- (b) In the event that an employee is elected to a position of full-time service with the Union, the employee shall continue to accrue his/her seniority during the period of leave. Upon completion of service in the Union, the employee shall be returned to his/her former job as provided in the Return from Leave section, provided the employee notifies the Employer of such return within ninety (90) calendar days after completion of Union service.

12.11 Change of Immigration Status.

- a. Employees who have a change in immigration status who can present documented proof of their legitimate employment status will be reinstated to employment consistent with the leave provisions of the contract.
- b. The Employer agrees to work with government agencies and the Union when such situations arise.
- c. Employment Verification Programs – Upon the Union’s agreement with any major Minneapolis Hotel, the Employer agrees to review and discuss the participation in electronic verification programs.

12.12 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
PAID TIME OFF

13.1 Paid Time-Off (PTO) is a comprehensive time-off policy for eligible employees to use for vacation, holidays, illness or injury, and personal business. It combines traditional vacation plans, holiday pay, and paid sick days, into one flexible, paid time off policy. It is considered wage replacement for times that employees choose to be away from work for personal reasons and is part of the benefit package. Regular full-time employees as defined in the contract are eligible to accrue and use PTO as described in this policy. Any unused PTO may be carried over as stated in section 13.7 below.

13.2 Employees begin to accrue PTO from the first date of employment and can begin using accrued PTO after the initial ninety (90) days of employment.

PTO EARNING SCHEDULE

Employment	Monthly Accrual Rate (Hours)	Total Accrual Per Year (Hours)
0 through 12 months (1 st year)	.06538	136 (17 eight-hour days)
13 through 48 Months (Post 1 st year to 4 th year)	.0846	176 (22 eight-hour days)
49 months through 108 months (Post 4 th year to 9 th year)	.1038	216 (27 eight-hour days)
109 th plus months (Post 10 th year)	.1230	256 (32 eight-hour days)

13.3 PTO is accrued on an hourly basis in accordance with the table above. All PTO requests are subject to approval by your supervisor and are based on seniority. All requests will be reviewed based on a number of factors, including business needs and staffing requirements, and will only be granted at our discretion.

13.4 A PTO request form must be filled out by the employee, signed by the manager and turned into payroll in order for the PTO to be paid.

13.5 PTO can be used in minimum increments of one-half day. Employees who have an unexpected need to be absent from work should notify their direct supervisor before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of unexpected absence.

13.6 PTO is paid at the employee's base pay rate at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

13.7 At the end of the calendar year, employees may carry over a maximum of one hundred-eighty (180) hours of unused PTO to be used in the following calendar year. Any unused PTO in excess of the maximum may not be carried over and will be forfeited; employees will not be paid for PTO that exceeds the cap. Employees are expected to manage their PTO throughout the year in order to avoid the need for last minute PTO requests at the end of the year to bring their PTO below the cap.

13.8 Upon termination of employment, employees will typically be paid for unused PTO that has been accrued through the last day of work. However, in the event employment is terminated, or the employee fails to give at least one (1) week notice of resignation, forfeiture of accrued but unused PTO may result. No accrued PTO will be paid out if the employee terminates or resigns during the initial ninety (90) days of employment.

13.9 Accumulation Rights. Associates are encouraged to use their PTO to take time off each year. If they do not, PTO will accrue until the associate has reached a maximum of two-hundred (200) PTO hours. At this point, no further PTO will be accrued until the associate uses PTO hours equal to the amount accruable during one month. Exceptions to this policy may be made in unusual circumstances. Each case will be viewed on an individual basis by management.

13.10 Tipped Employee PTO Pay Adjustment. Effective July 1, 2012, in addition to their regular hourly rates, all qualifying tipped employees shall be compensated at a rate of Five dollars and 50/100 (\$5.50) per hour for all PTO taken.

13.11 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. Employees shall be entitled to receive their PTO pay before their scheduled leave.

13.12 Scheduling PTO. To the extent business requirements permit, employee requests for a specific period in which to take PTO will be honored. Furthermore, the most senior employees shall have preference as to the time they take PTO so far as the efficient operation of

the business will permit. Where more than one (1) employee in a job classification desire PTO at the same time, PTO will be assigned according to seniority. Employer and the employee may mutually agree upon the PTO time. All request offs shall be responded to in writing within seven (7) days.

13.13 The Employer reserves the right to schedule PTO so that they will not interfere with business operations, but each employee should be entitled to take PTO according to the policy set forth in this article. This section shall not be construed to reduce PTO benefits established by past practice.

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

13.15 Terminated Employees. Employees who are discharged or who terminate their employment shall be entitled to pro-rated PTO pay earned and computed as set forth in this article. Provided, however, employees voluntarily terminating employment must first notify the Employer set forth in section 13.8 above.

ARTICLE 14

HOUSEKEEPING DEPARTMENT

14.1 Room Cleaning. No housekeeping employee shall be required to clean an unreasonable number of rooms. Normally, Room Attendants shall be assigned to clean up to fifteen (15) rooms in an eight (8) hour shift, provided that if more than seven (7) of the assigned rooms are check-out rooms, the total assigned rooms shall be reduced by one (1) for that day. On heavy checkout days, the total room assignment may be lowered to thirteen (13) rooms if all 13 are checkouts. Suites shall count as one and one half (1½) rooms.

14.2 Employees cleaning more than 15 rooms within an eight (8) hour shift shall be paid six dollars and twenty-five cents (\$6.25) per each additional room.

14.3 Room Attendants assigned with ‘special cleaning’ duties or VIP rooms shall have their room quota reduced by one (1) room.

14.5 First Floor Room Attendant. The Room Attendant assigned to the first floor will be assigned to clean rooms on two (2) floors. In the event that the Room Attendant is assigned to clean more than 2 floors, the total rooms assigned that day shall be reduced by one (1) room. Extra rooms shall be paid as indicated in 14.2.

14.6 Supplies -The Employer shall provide sufficient linen, equipment and cleaning materials to all Housekeeping Employees. Room attendants shall not be pressured to finish their assigned rooms and shall not be disciplined for not completing their room assignments if the Hotel has not provided sufficient supplies, including linen, to complete their duties.

14.7 Green Programs – Room Attendants shall not lose any scheduled hours due to the Employers participation in Green Choice or other similar programs. Extra work shall be offered

to complete the full scheduled shift. The parties agree to a six (6) month review of such programs.

14.8 In the event the Hotel renovates rooms, adds amenities to rooms, or makes any changes which would affect the daily workload of the room attendants, the Hotel agrees to provide the Union with a comprehensive review of the proposed changes at least thirty (30) days in advance. The Parties shall meet and bargain the impact of those changes.

14.9 Assistance. When heavy work is to be done and an employee requests assistance, the employee shall continue with other duties until assistance is available. Room Attendants must seek assistance with moving/lifting any furniture weighing more than 25 pounds. No room attendant shall be required to perform work which requires standing on a ladder. Room Attendants shall be required to use a step stool when changing curtains and as need to reach things.

14.10 Vomit/Defecation/Blood Pay. Any employee working at the Hotel who is required to clean vomit, defecation, or significant blood spill in the workplace will be paid an additional fifteen dollars (\$15.00) for such duty. Such pay will be subject to the approval of the Executive Housekeeper or Supervisor. Employees shall not be required to handle any items that have been placed in a bio-hazard bag. Employees shall contact their supervisor for handling of those items. The Hotel shall establish a policy for disposal of all improperly discarded syringes or other sharp objects.

ARTICLE 15

STATE AND FEDERAL LAW

15.1 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.

15.2 Equal Opportunity. The Union and Employer agree that there shall be no discrimination by either Party which violates any of the City, State or Federal laws, ordinances or regulations on Equal Opportunity Law.

ARTICLE 16

MEDICAL EXAMINATIONS

16.1 The Employer may require and pay for physical and medical examinations, including drug testing in compliance with the negotiated Drug-Free Workplace Policy, of employees for job-related reasons and may lay off or release employees unable to satisfactorily pass such examinations. The Union may require the Employer to furnish a physician's certificate with respect to employees terminated for medical reasons. Furthermore, the Union may pay for and proceed with an independent medical examination of such employees.

ARTICLE 17
HEALTH, LIFE, DISABILITY AND DENTAL INSURANCE

17.1 Employer Contributions: Effective -July 1, 2017, the Employer under this Agreement agrees to remit not later than the twentieth (20th) day of the month following the preceding work month to the Local 17 Hospitality Benefit Fund (“the Fund”), in order to provide benefits under the Fund, a total contribution of \$490.00, and effective October 2017 a total contribution of \$510.00, or any subsequent the monthly contribution established by the Trustees of the Fund, on behalf of all employees who have completed and maintained the eligibility requirements established in Section 3 of this Article.

At the time of hire or re-hire, Employees must choose whether to accept or reject the above listed insurance benefits. The Employer shall provide to each new (and returning) employee an Enrollment Card on which THE EMPLOYEE SHALL STATE THE CHOICE OF ACCEPTING OR REJECTING THE BENEFITS. If there is no completed Enrollment Card for a particular Employee, then the parties hereto agree that the Employee has chosen to accept the benefits, and the Employer agrees to submit corresponding contributions to the Fund. In order that the Fund may make a determination on Employee eligibility, the Employer agrees to provide the Fund with all hours paid on all Employees from first hour worked by all Employees.

The parties hereto agree that the Fund’s Board of Trustees reserves the right to establish and adjust contribution rates required by Participating Employers in order to maintain the reserves necessary to assure the Fund’s viability. If there is a contribution rate adjustment, then the Employer agrees to pay 90% of any monthly contribution increase and the Employees shall be responsible for 10% of any monthly contribution increase.

Section 2 Employee Contributions: Effective July 1, 2017, Employees covered under the Plan must pay \$ 49.00 per month and effective October 2017 \$51.00 per month (or any subsequent amount as required by the Trustees of the Plan), through authorized payroll deduction. Employees not having sufficient funds on their paychecks to cover this cost must pay the Employer the required amount for submission by the Employer to the Fund along with the Employer contributions. Employees not providing the Employer with their portion of the contribution as required will be dropped from the Plan and not eligible to participate until the next open enrollment period. The responsibility for providing the required co-payment to the Employer for submission to the Fund lies with the Employee. Employees will not be billed or given notification of insufficient funds on their paychecks. Neither the Fund nor the Employer assumes any responsibility for benefits or for claims made by any Employee who fails to make the necessary co-payment to maintain their benefits. Employees dropped from the Plan by failure to pay are not eligible for COBRA. The Employer shall not be obligated to make contributions on any Employee who fails to submit the required co-payment.

Section 3 Eligibility. Employees are eligible for Fund benefits after they have worked three (3) consecutive months with 75 hours per month or as required by the Plan. The Employee must designate on the Enrollment Card at the time of hire their option of accepting or rejecting benefits. Eligibility is maintained by working 75 hours per month or more as required by the Plan, thereafter, on a rolling three (3) month average. The Employer agrees to pay the

contribution amount in the fourth (4th) month following the Employee's third (3rd) work month of 75 hours per month or more, or as required by the Plan, as stated in Section 1. When payment is received in the fourth (4th) month, then the Employee's coverage will begin in the fifth (5th) month.

PTO Towards Eligibility: PTO or other time off for which payment is actually made to the Employee shall be considered as hours worked for the purpose of maintaining medical and dental eligibility.

Section 4 Employer Deductions. The Employer agrees to deduct the appropriate amount from the paycheck of any Employee who authorizes such deduction in writing to provide payment to the Fund for the Employee's contribution under either Section 2 or Section 5.

Section 5 Self-Pay. All eligible Employees, as determined by Section 3 above, who fall below the required hours for Health and Welfare coverage or who terminate their employment shall be permitted to submit to the Fund self-payments for up to the amount of time required under the Comprehensive Omnibus Budget Reconciliation Act of 1986 ("COBRA"). When applicable, the Employer agrees to deduct the Employee's COBRA from the paycheck of the Employees.

Section 6 Dependent Care Reimbursement. Employees covered under the benefits of the Trust Fund are eligible for the "dependent reimbursement" established by the Trustees by making application to the Trust Fund.

Section 7 Trustees. The Fund is administered by six (6) Trustees, three (3) Trustees to be selected by the Employers and three (3) to be selected by the Union. The Employer adopts the Fund's Agreement and Declaration of Trust as of October 24, 1952, as revised and amended.

Section 8 Collection of Delinquent Contributions.

- (a) The provisions of the Fund's Agreement and Declaration of Trust, as amended, are expressly incorporated herein and the Employer signatory to this agreement agrees to be bound by the provisions of said Trust agreement. The Employer further agrees to all of the rules and regulations heretofore and hereafter adopted by the trustees of said Trust Fund pursuant to said Trust Agreement and all of the actions of the trustees in administering such trust in accordance with the Trust Agreement and rules adopted.
- (b) The Employer hereby accepts as Employer trustees the present Employer trustees appointed under said Trust Agreement and all such past or succeeding Employer trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Union hereby accepts as Union Trustees the present Union trustees appointed under said Trust Agreement and all such past or succeeding trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.
- (c) The payments required by this Article shall be made not later than the 20th day of the month following the month in which the Employee worked.

- (d) In the event that an Employer fails or refuses to submit the contributions required by this Article, the Fund may bring an action in either federal or state court seeking legal and/or equitable relief. In any such action, the Trust Fund shall be entitled to recover from the Employer the following:
 - 1) The principal amount of the Employer's delinquency;
 - 2) The attorney fees and costs incurred by the Fund in collecting the contributions;
 - 3) Such other legal or equitable relief as the court deems appropriate.
- (e) In bringing an action to collect contributions required by this Article, the Fund shall not be obligated to exhaust any contractual remedies such as the grievance procedures set forth in this Collective Bargaining Agreement.
- (f) In determining whether the Employer signatory to this Agreement are properly reporting and remitting payment in accordance with the provisions of this Article, the Fund is hereby authorized to examine the payroll and such other pertinent records of the Employer as the Fund deems necessary. In conducting such an examination, the Fund is authorized to review the payroll and other pertinent records of all bargaining unit Employees.
- (g) If any Employee's entitlement to the benefits provided by the Fund is suspended by virtue of a signatory Employer's failure to pay the contributions required by this Article, the Employer shall be directly liable to the Employee for the benefits to which the Employee would otherwise have been entitled.

ARTICLE 18
PENSION PLAN

The Employer shall become a participating employer of the UNITE HERE National Retirement Fund, (hereinafter called the "Fund") effective May 1, 2007. The Employer further agrees to become a party to the Agreement and Declaration of Trust dated January 14, 1949, as amended, which established the Fund as a jointly administered Union-Management trust fund to provide benefits (in accordance with a written pension plan incorporated herein by reference) for employees of Participating Employers, which term may include the Fund, the Union or subordinate organizations. The Employer further agrees and consents to the Employer-designated Trustees of said Fund to serve as such in accordance with the aforesaid Agreement and Declaration of Trust.

The Employer shall contribute to the Fund, on or before the tenth (10th) of each month, an amount per employee, covered by the collective bargaining agreement, as indicated below:

7- 1, 2017	47¢
12-1-2017	51¢
12-1-2018	54¢
12-1-2019	56¢
12-1-2020	59¢

For each hour compensated for during all payroll weeks ending in the prior calendar month. The Employer shall be required to contribute for new employees beginning the first of the month following (30) calendar days of employment.

All contributions shall be payable to the UNITE HERE National Retirement Fund and shall be remitted to the office of the Fund.

The Employer shall submit monthly, a list showing the names and Social Security numbers of all employees who are compensated by the Employer during the period covered, the number of hours worked or compensated, and the resulting contributions due (the "Contribution Report"). The Trustees may at any time have an audit made by a duly authorized representative of the payroll and wage and other relevant financial records of an Employer in connection with the said contributions and/or reports.

In addition to any other remedies to which the Union or the Fund may be entitled, if the Employer (a) is in default in its contributions for one or more months; (b) is delinquent in submitting a Contribution Report to the Fund for one or more months; (c) refuses to permit the Fund to conduct an audit; or (d) is shown by an audit to owe contributions and/or Contribution Reports to the Fund, it shall pay to the Fund any unreported or delinquent contributions plus interest, retroactive to the due date, at a rate fixed by the Trustees. In addition, if the Fund commences an action to enforce its rights to collect contributions, obtain Contribution Reports, and/or conduct an audit, the Employer shall pay, in addition to the amounts set forth above, the greater of 20% liquidated damages on any unreported or delinquent contributions or double interest, and all expenses associated with collecting any unreported or delinquent contributions or delinquent Contribution Reports or enforcing the Fund's right to conduct an audit, including, but not limited to, costs and legal fees.

ARTICLE 19 **401K PLAN**

All eligible employees may participate in the UNITE HERE National Plus Plan (401K). The Employer shall make such deductions from participating employees' paychecks and remit them to the Fund. There will be no matching funds made by the Employer.

ARTICLE 20 **SUCCESSORS AND ASSIGNS**

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

ARTICLE 21
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 22
TERM OF AGREEMENT

This Agreement shall be in effect for a period of three (3) years commencing on July 1, 2017, and shall continue to and including June 30, 2020 and be automatically renewed thereafter, unless at least sixty (60) days prior to the termination date either Party serves written notice upon the other by certified mail of a desire to terminate, change or modify this Agreement.

IN WITNESS WHEREOF, the Employer and the Union hereby execute, sign and attest to this Agreement this _____ day of _____, 2017

FOR THE HOTEL

FOR UNITE HERE LOCAL 17 AFL-CIO

Kinseth Hospitality

Nancy Goldman, President

E. Martin Goff, Senior Vice President

APPENDIX A
SCHEDULE OF WAGES

Housekeeping Dept.	2017	7/1/18	7/1/19	
Start	12.77	13.03	13.42	
12 Months	13.72	13.99	14.27	
24 Months	14.17	14.45	14.89	
36 Months	14.60	15.04	15.49	
Room Checker				
Start	13.98	14.26	14.54	
12 Months	14.93	15.23	15.53	
24 Months	15.38	15.69	16.00	
36 Months	15.84	16.32	16.80	
Cook 1				
Start	16.73	17.06	17.58	
12 Months	17.75	18.11	18.47	
24 Months	18.50	18.87	19.44	
36 Months	19.06	19.63	20.22	
Cook 2				
Start	14.93	15.23	15.69	
12 Months	16.41	16.74	17.07	
24 Months	17.15	17.49	18.02	
36 Months	17.66	18.19	18.74	
Dish/Utility				
Start	12.52	12.77	13.15	
12 Months	13.51	13.78	14.06	
24 Months	13.88	14.16	14.58	
36 Months	14.30	14.73	15.17	
Front Desk				
Start	14.13	14.41	14.84	
12 Months	15.17	15.47	15.78	
24 Months	15.76	16.08	16.56	
36 Months	16.23	16.72	17.22	

Van Driver, Bellstand, 7-1-17		7-1-18	7-1-19	
Start	12.51	12.76	13.14	
12 Months	12.75	13.01	13.27	
24 Months	13.00	13.26	13.66	
36 Months	13.40	13.80	14.22	
F&B Server				
	7-1-17	1-1-18	7-1-18	7-1-19
Minimum wage	9.50	10.00	11.25	12.25
Guarantee Rate	15.00	15.00	15.00	15.00
Lead Server				
	11.50	12.00	13.25	14.25
Room Service Server				
	Service Charge 18% + hourly rate			Minimum wage
Club Lounge Attendant				
	7/1/17	7/1/18	7/1/19	
Start	12.77	13.03	13.42	
6 Months	13.73	14.00	14.28	
12 Months	14.17	14.45	14.89	
24 Months	14.60	15.04	15.49	
Banquet Server/Set-up				
	12.77	13.03	13.29	
+13.5% service charge				
Bartender				
	7/1/17	1/1/18	7/1/18	7/1/19
Start	9.50	10.00	11.25	12.25
12Months	11.64	11.87	12.75	
24 Months	12.51	12.76	13.25	
36 Months	12.89	13.28	13.86	
Maintenance Engineer				
	7/1/17	7/1/18	7/1/19	
Start	16.31	16.64	17.14	
12 Months	17.10	17.44	17.79	
24 Months	17.42	17.77	18.30	
36 Months	17.94	18.48	19.03	

- Over scale employees will receive the same percentage/cents per hour rate increase.
- All tipped employees PTO adjustment rate will be the base rate + \$5.50 per hour.
- The total Banquet food & beverage service charge is nineteen (19%) percent. Banquet Employees shall receive thirteen and one half (13.5%) percent. Distribution of any future service charge increases shall be negotiated with the union.

