

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**JW Marriott Minneapolis Hotel**

**And**

**UNITE HERE LOCAL 17 AFL-CIO**

**November 1, 2019 through August 30, 2026**

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## COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, effective this 1st day of November 2019 between UNITE HERE Local 17, AFL-CIO hereinafter referred to as the "Union", and Marriott Hotel Services, Inc., the Employer of the employees at the JW Marriott Mall of America Hotel, located at 2141 Lindau Ln., Bloomington, MN 55425, hereinafter referred to as the "Employer", "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 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 housekeepers, housekeeping aides, public space attendants, bell/door employees, telephone operators/AYS agents, reservation agents, cooks, stewards, servers, bussers, bartenders, banquet housemen, cashiers, but excluding all employees assigned to work in the Hotel's freestanding restaurant pursuant to the terms of the parties' Memorandum of Understanding, dated December 3, 2013, attached hereto, all secretaries, administrative/office clerical, accounting, personnel, front office, including front desk agents and concierge employees, sales and catering department, clerical employees, seasonal and on-call employees, laundry employees (unless such laundry employees work at the Hotel site and are employed by the Hotel), life guards, pool maintenance employees, spa and health club attendants, recreational and Kids club employees, parking/valet (unless such employees are employed by the Hotel), night cleaners, purchasing agents, retail store employees, engineering and maintenance, managers, professional employees, and all guards and supervisors as defined by Federal Statutory Labor Law, except as otherwise reflected in an addendum for each Hotel and based upon past practice and custom. The listing of a classification in the Schedule of Wages does not require the Employer to employ any employee in that classification. The Hotel may opt to utilize job combinations or not to use certain of these positions.

1.3 Respect and Dignity. Local 17 and the Employer recognize that workers in the hospitality industry are professional employees deserving of the highest regard. The Union, the Employer, the nonunion and union employees will work together to honor the

principles of respect and dignity. The Parties and nonunion and union employees agree that the continued success and operation of this establishment is dependent upon their mutual respect for one another's work.

1.4 Guest Service. It is recognized and understood that the tradition of JW Marriott Hotels has been built around providing guests with the finest quality accommodations and personalized service. With the tradition of quality and service comes a strong people-oriented heritage. The Hotel sets very high standards of service for our guests and as a result expects a high level of service performance from our employees. An important key to this success at the Hotel is a willingness of all parties always to place a guest's needs first. The Hotel, the employees, and the Union mutually agree to work together to ensure that the highest level of professional guest service is delivered.

## **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.

## **ARTICLE 3** **UNION RIGHTS**

3.1 Union Recognition and No Individual Agreements. The Employer recognizes the Union as the duly certified bargaining agent of those employees covered by this Agreement. The Employer agrees not to enter into any agreements or contracts with its employees, individually or collectively, which conflict with the terms and provisions

of this Agreement, except as expressly agreed to in the form of a written addendum for each Hotel.

3.2 Union Shop. It shall be a condition of employment for all employees covered by this Agreement that all employees who are members of the Union on the effective date of this Agreement shall remain members of the Union or pay fees in lieu thereof. Furthermore, any of these employees who are not members of the Union on the effective date of this Agreement shall, on or after the thirty-first (31st) day of the effective date of this Agreement, become and remain members of the Union or pay fees in lieu thereof. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirty-first (31st) day of their employment, become and remain members of the Union or pay fees in lieu thereof.

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

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

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

3.6 Employee Information. The Employer shall provide each month to the Union an updated electronic bargaining unit list of employees including name, address, telephone number (home and mobile), social security number, email address (where applicable), classification, date of hire, and seniority date. The Union will provide a secure process for sending the information electronically. The Union shall make every effort to adapt their system without social security numbers as soon as practicable.

3.7 Tip Check-Off. The Employer agrees to honor political contribution deduction authorization from employees in the following form:

I, \_\_\_\_\_ hereby authorize and direct the PAYROLL DEPARTMENT OF \_\_\_\_\_ to deduct from my salary the sum of \$\_\_\_\_\_ per week and to transmit that sum to the UNITE HERE TIP Campaign Committee. My signature shows I understand that (1) my contributions will be used for political purposes to advance the interests of the members of UNITE HERE, their families, and all workers, including support of federal and state candidates and political committees and addressing political issues of public importance; (2) this authorization is voluntary, and contributing to the UNITE HERE

TIP Campaign Committee is not a condition of membership in UNITE HERE or any of its affiliates, or a condition of employment; (3) I may refuse to contribute without reprisal; (4) any guideline contribution amounts proposed by UNITE HERE are only suggestions; I may contribute more or less than those amounts, and I will not be favored or disadvantaged by UNITE HERE or the employer because of the amount of my contributions or my decision not to contribute; and (5) only union members and executive/administrative staff who are U.S. citizens or lawful permanent residents are eligible to contribute. Contributions or gifts to the UNITE HERE Tip Campaign Committee are not deductible for federal income tax purposes. This authorization shall remain in effect until revoked in writing by me. This authorization shall apply while I am employed by my current employer and while I am employed by any future employers that have contracts or bargain collectively with UNITE HERE Local 17.

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

Date \_\_\_\_\_

The political contribution deduction shall be made once 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 Seventh Avenue, New York, 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.

3.8 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.

3.9 New Employee Orientation. Upon request by the Union, Union representatives shall be afforded the opportunity to meet with new hires for twenty (20) minutes during the new employee orientation session, or within the first thirty (30) days of employment if the Employer does not hold an orientation session within that time frame, Employer representative may be present but shall not actively participate. Any Union representative who is employed by the hotel shall participate unpaid. 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 Employer Neutrality. In the event that the Hotel becomes subject to a state or federal right to work law, the Employer agrees to remain neutral with respect to any of its bargaining unit employees' or prospective bargaining unit employees' (in classifications covered by this CBA) decisions regarding membership in or support for the Union. The Employer, its supervisors, managers and other agents will not take any action or make

any statement that directly or indirectly states or implies any opposition to Union membership or to the selection or maintenance of the Union as the employees' collective bargaining representative, and will not encourage or assist employees either directly or through third parties to terminate Union membership, revoke dues checkoff authorization or invoke any right to reduce financial support to the Union. The Employer will inform any employee who inquires about Union membership or support that the employee should contact the Union.

3.11 Bulletin Board. The Employer agrees to continue 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.

3.12 Union Buttons. All employees shall be permitted to wear one official Union button or official steward button, which identifies affiliation with the Union, provided the button size is no larger than the present button which is no longer than one and one-half (1½) inch in diameter.

3.13 Union Stewards.

- (a) Shop Stewards from among the employees who are members of the Union. The names of such Shop Stewards shall be sent to the Employer in writing. Union Shop Stewards shall be required to fulfill their obligations to the Employer and the Employer's guests and to perform their job duties as any other employee covered by the Agreement. Shop Stewards shall not interrupt employees while working.
- (b) Stewards shall not, however, interfere with the management of the business or direct the work of any employees regardless of whether they believe a grievance exists. When the Employer requests that a Steward participate in a grievance meeting that is scheduled during a Steward's regular work shift, such hours will be considered work time for that Steward. If additional Stewards are in attendance at such a meeting, the Hotel shall be under no obligation to consider their time spent at the meeting as work time. Only the General Manager or their designee and the Union's principal officer shall have the authority to alter or modify any terms or provisions of this Agreement. Such changes shall be in writing and signed by both parties.

3.14 Union Visitation. Union representatives and officers shall be privileged to visit the premises of the Employer, in non-working areas and non-guest areas at all reasonable hours for the transaction of official Union business. Union Officers and Business Agents shall call, text, or email ahead two hours and shall notify the director of human resources of their presence upon the premises and shall not interrupt employees

while working. In the absence of the director of human resources, the hotel manager, or manager on duty must be contacted. On an infrequent basis, should a significant issue arise that requires a union officer visit, the union officer will telephone the director of human resources an hour in advance or with as much advanced notice as possible.

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

3.16 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.

3.17 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.

#### **ARTICLE 4** **MANAGEMENT RIGHTS**

4.1 Rights of Management. The Employer and the Union specifically agree that management shall have all of the inherent rights to operate and manage its business, solely and exclusively, and the right to direct the work force and to determine the policies and methods of operating its Hotel, except as expressly limited by the specific provisions of this Agreement and longstanding custom and past practice, as established by the end of the Agreement. Such management rights and responsibilities shall include, but not be limited to, the following: the right to select the employees it will hire, including the right to make the final determination on the qualifications of applicants and on who it will hire; the right to establish or revise work schedules; to determine the size and composition of its working force; to determine the number and type of equipment, material, products and supplies to be used or operated and services to be delivered; to discipline or discharge employees for just cause; to maintain efficiency of employees; to determine assignments of work; to determine the number of employees who may be off on PTO at any given time; to modify or discontinue all or any part of its business operations; to expand, reduce, alter, combine or transfer, assign, or cease any job, department or operation for business purposes; to introduce new, different or improved methods and procedures in its operations; the right to utilize management or other non-bargaining unit employees, or the employees of third-parties to perform bargaining unit work to meet business demands, including but not limited to demands created by absenteeism or other attendance-related issues and to otherwise generally manage the Hotel, except as expressly restricted by the provisions of this Agreement. Provided, however, the Union shall be notified of any new job classification combination.

4.2 Rules and Regulations. The Employer shall have the right to create, implement, and enforce reasonable rules, regulations, policies, or procedures or to modify



or eliminate the same at any time so long as such rules, regulations, policies or procedures, or modifications, are not in conflict with any specific provision of this Agreement.

## **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 is prohibited by this Section shall be considered just and reasonable cause for discharge or other disciplinary action by the Employer.

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

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

**ARTICLE 6**  
**PAY GRATUITIES AND JOB CLASSIFICATIONS**

6.1 Statement of Wages. The Employer shall, on an ongoing basis, make available an electronic report with pay data for all employees who request. Furthermore, the employer shall provide assistance through Human Resources to any employee who requires assistance printing their electronic report. Name of employee, hours worked including overtime hours, pay rates including overtime rate, PTO pay, PTO accrual, and authorized deductions.

6.2 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.

6.3 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 the employee a higher rate the Employer will notify the Union.

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

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

6.6 Full-Time Payroll Employees. Regular full-time payroll employees are employees who have completed their probationary period and work an average of twenty-four (24) hours a week, calculated on a quarterly basis. A full-time employee shall maintain their full-time status and eligibility for benefits unless and until they fail to meet the twenty-four (24) hour average requirement in two consecutive quarters.

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

6.8 Gratuities.

- (a) All gratuities shall be the sole property of the serving person or persons. The Employer shall not require employees to divide or pool tips nor shall an employee be required to pay the tipped service charge on credit cards.
- (b) 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.

**ARTICLE 7**  
**MEALS, UNIFORMS AND EMPLOYEE AREAS**

7.1 Meals

- (a) The Employer shall provide employees one (1) meal free of charge per scheduled shift.
- (b) Meal periods shall be an uninterrupted one-half (1/2) hour for which the employee is not to be compensated. If employees are required to work any portion of the meal period, they shall receive the regular hourly rate for the entire meal period. Employees are responsible for clocking in and out at the beginning and end of each thirty (30) minute meal period. There will be no automatic deductions of the one-half (1/2) hour. No present employee shall suffer a wage reduction or be imposed with added hours through the effect of this Agreement. Present meal periods shall not be increased in order to defeat the purpose of this section.
- (c) The Employer shall provide meals which are palatable and wholesome. A selection of meal items shall be available to include at least one hot entree. The meal shall be served under clean and sanitary conditions.
- (d) Should problems arise concerning food quality or content, the parties agree to create an ad hoc committee to resolve the problem.

7.2 Uniforms. The Employer shall provide uniforms and the laundering and upkeep for all employees who are required to wear uniforms in accordance with the Employer's established policies. Uniforms shall be designed and maintained with consideration for working conditions and the employee health/safety. This section, in no way, is intended to address employee preferences

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 sanitary dining areas and locker rooms for employees.

7.5 Culinary. The Employer will make knife sharpening equipment available in the kitchen, and training on the use of such equipment.

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

## **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, except for banquet department employees. 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. Saturday through 12:00 midnight Friday. 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, except for banquet employees. Banquet employees will be scheduled according to the needs of the business, including to split shifts. 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.

8.4 Overtime Work. When necessary, overtime shall be worked based on seniority (volunteers based on highest seniority, required based on lowest seniority) of those employees on duty and performing the work on the shift for which overtime is required.

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

8.6 Daily Premium Pay. All non-exempt employees shall receive premium pay of time and one-half (1 1/2) their regular straight time hourly rate of pay for all hours worked in excess of eight (8) hours per day. However, any shift that begins prior to 12 midnight but ends after 12 midnight shall be treated as one day for the purpose of computing pay rates. The time and one-half (1 1/2) premium after eight (8) hours shall not be applicable to employees regularly scheduled for ten (10) hour days where overtime

shall be paid after ten (10) hours per day.

8.7 Premium Pay for Seventh Day. Time and one-half (1½) shall be paid for all hours worked as required by the Hotel on the seventh (7<sup>th</sup>) day of work within a workweek, regardless of whether the employee has worked forty (40) hours during the first six (6) days. An employee who volunteers to work the seventh (7<sup>th</sup>) day of work within a workweek shall only be paid time and one-half (1½) for work over forty (40) hours during the workweek.

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

- (a) Schedule Requests - If an employee works a seventh (7<sup>th</sup>) in a workweek because of the employee's own request or as a consequence of a request for change in schedule by another employee, then that employee shall not receive one and one-half (1 1/2) their hourly rate of pay for that seventh (7<sup>th</sup>) day of work.

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

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

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

8.12 Report-in-Pay.

- (a) An employee called in and reporting for work as scheduled without prior notice received by the employee not to so report shall receive a minimum of 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. Report in pay for minimum wage employees shall be at the tipped employee adjusted rate, as defined in this Agreement.
- (b) No employee shall be entitled to report-in-pay or other pay if the lack of work is due to any strike, work stoppage, or labor dispute, or to a fire, flood, Act of God, or other condition, which are beyond the control of the Employer.

8.13 Language Specialist. An employee designated by Management to translate at meetings or communicate work instructions to other employees will be paid fifteen dollars (\$15.00) per day for such translations.

8.14 Meetings. An employee who attends a mandatory employer meeting that is held on the employee's scheduled day off shall receive four (4) hours pay or work. Pay for voluntary meetings (not parties or general sessions that are informational) shall be equal to the actual time in attendance at the meeting. This provision shall not result in a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day premium or daily overtime payment.

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

8.16 Bargaining Unit Work. Non-covered employees shall not perform bargaining unit work, except for last minute emergencies, training employees, or to cover needed work when employees are absent, on break or otherwise unavailable. Non-bargaining employees does not refer to or include temporary agency workers, i.e., persons utilized from a third-party employment agency.

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) week's 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. An employee scheduled to work a minimum of four (4) consecutive hours or more will be provided a minimum fifteen (15) minute paid rest period. Employees are not required to take their paid rest period. However, an employee who does not take a break may not leave before the end of their shift for that reason.

## **ARTICLE 9** **SENIORITY**

### 9.1 Definition.

- (a) Seniority shall mean continuous length of service at the Hotel from first day of work in the classifications covered by this Agreement after completing probation. With the exception of the banquet servers, 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.

- (b) Banquet Servers. Banquet servers shall accrue seniority from first function worked after completion of the probationary period in the classification within either the regular or extra list where such lists apply. Employees moving from the regular list to the extra list shall be placed on the extra list in accordance with their overall banquet seniority, i.e., dovetailed. Employees moving from the extra to the regular list shall be placed at the bottom of such list.

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

9.3 Probationary Period - New Employees. Any new employee shall be employed on a sixty (60) day 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 moving to a new classification shall serve a thirty (30) working day probationary period. During the probationary period, the Employer may return the employee to their previously held classification, and schedule, for inability to perform the duties of the new job, or the employee may elect to return to their previously held classification, 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 PTO time.
- (c) Offering of overtime work and requiring in reverse order, subject to Section 8.4.
- (d) 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.
- (e) Upon request in writing, any employee scheduled less than five (5) days per week may exercise their seniority for five (5) days of work per week when additional shifts become vacated on a regular basis, unless such shifts are eliminated. The employee must bid the five (5) day schedule as posted.

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.

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.

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 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.
- (i) Remaining on a leave of absence for any reason for twelve (12) months or employee's length of service, whichever is shorter.
- (j) Works for another employer during a leave of absence. This subdivision shall not apply in situations where the employee is already working for another employer prior to the leave.

9.11 Job Posting. New job openings will be posted for a minimum of five (5) days, including the weekend and will be awarded to the most qualified applicants, as determined by the Employer. 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.

If a bargaining unit member is denied a job transfer or promotion, upon their request, the Employer will meet with the Employee and discuss how the employee can prepare for future job opportunities.

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.

9.13 The Employer will provide a letter to employees, upon request, stating that they have been out of work due to a lack of hours, provided the employee has not been scheduled for work for a pay period.

## **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 with Step 1 if they so desire.

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

Step 3: The representative or representatives of the Employer will confer with the Union Steward and/or Union Business Agent within 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) 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 Mediation. After a grievance has been submitted to arbitration, and prior to any arbitration hearing, the parties may mutually agree to mediate the grievance in an effort to resolve the dispute. The mediator shall be requested from the Federal Mediation and Conciliation Service (FMCS) at no cost to the parties. The Employer and the Union shall give good faith consideration to the recommendations of the mediator.

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

The Party desiring to arbitrate shall request the Federal Mediation and Conciliation Service (with a copy of such request to the opposite Party) to furnish the Parties with a panel of seven (7) names of impartial arbitrators. From this panel a representative of the Employer and the Union shall select the Arbitrator. The Arbitrator shall be selected by each Party striking in turn one strike at a time, three (3) names from the list of seven (7) persons, the complaining Party having the first strike. The person remaining on the list after each Party has exercised its strikes shall become the Arbitrator. Either party may request additional lists if those supplied are not satisfactory; to a maximum of two (2) lists. The Parties may select an Arbitrator by other means if such other method of selection is confirmed by a written stipulation.

The selection of the Arbitrator shall be within thirty (30) days of the request for Arbitration and the hearing shall occur within sixty (60) days, 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.

10.5 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.

10.6 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. Their decision shall not go beyond what is necessary for the interpretation and application of this Agreement in the case of the specific grievance at issue. The Arbitrator shall not substitute their judgment for that of the Parties in the exercise of rights granted or retained by this Agreement. The Arbitrator shall render no award which shall be retroactive beyond the date the grievance was originally filed with Employer (except in cases of improper wage rate), or impose any liability not explicitly expressed herein.

10.7 Award of Arbitrator. Where an Arbitrator determines that an employee has been discharged in violation of this Agreement, they 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.

10.8 Mitigation of Damages. An Arbitration award for back wages, if any, shall be reduced by unemployment compensation, workers' compensation, short and/or long-term disability, PTO payments, or replacement income.

10.9 Exclusive Contract Remedy. Consistent with all parties rights and remedies under the law, it is agreed that 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, set forth in Article 10, as the mandatory and exclusive process for seeking and obtaining a remedy of any grievance, claim, administrative claim, or other judicial or legal claim for relief, or dispute.

10.10 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 to 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.

## **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

Non-disciplinary suspensions pending investigation for discharge are routinely issued as part of the disciplinary process. No prior warning is necessary in the case of discharge for serious offenses, including but not limited to those offenses set forth in the Employee Handbook.

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. An employee's refusal to sign a disciplinary document shall not impact the validity of the documentation. 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, faxed, or emailed 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. No employee shall be placed on suspension pending investigation status for longer than five (5) days unless circumstances warrant additional time to complete the investigation. An issue specifically brought by an employee or group of employees to the Human Resources Department shall be responded to within seven (7) calendar days, excluding weekends. Such time limits may be extended by mutual agreement.

11.5 Disciplinary Meetings. In the event an investigatory meeting is held with human resources, which could result in discipline, the affected employee shall have the right, upon request, to have a Union steward and/or Union representative present and shall be informed of such right prior to the meeting being held.

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

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

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

11.9 Communication of Rules. All rules shall be communicated to employees prior to implementation. 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 written request of an employee, permit that employee to inspect such employee's personnel files on their own time.

## **ARTICLE 12** **LEAVES OF ABSENCE**

12.1 Personal Leave. Any employee desiring a leave of absence from the job because of extraordinary personal or family circumstances after exhaustion of vacation time must first secure written permission from the Employer. Personal Leave shall not exceed sixty (60) 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 other benefits shall not accrue or be provided during Personal Leave. An employee must complete their probationary period in order to be eligible for consideration for a Personal Leave of Absence.

12.2 Leaves for Injury and Sickness. Any employee, after exhaustion of vacation/PTO time, who completes their probationary period and becomes ill and presents a physician's statement of such illness to the Employer shall be granted an unpaid sick leave for a period not to exceed thirty (30) days. Such sick leave may be extended for successive thirty (30) day periods upon presentation of a physician's statement that the employee's health or physical condition is such as to prevent them from performing the essential functions of the job for a maximum period of twelve (12) months within any twenty-four (24) month period or length of seniority (whichever is shorter) from the first day of absence. Seniority shall, but 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. After an employee exhaust their FMLA leave and any leave provided under Minnesota law, Employer retains the right to fill the employee's position if Employer can establish that keeping the position vacant would be an undue hardship.

- (a) A physician's statement shall not be necessary for illness or injuries of short duration: i.e., of up to three (3) days.
- (b) Return to Work – Prior to exhaustion of the approved leave, the employee shall notify the Employer when they are ready to return to work and furnish the Employer a medical certificate from their physician that they are physically able to perform the essential duties of their job. The Employer, at its cost, may require a separate medical examination to determine the fitness of an employee to perform the essential duties of their job prior to returning the employee to work.

12.3 FMLA Leave. Eligible employees may be entitled to up to twelve (12) unpaid work weeks of leave during any twelve (12) month period under the Family and Medical Leave Act of 1993 (FMLA). Employees must first use any earned 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 condition's coverage would have been provided if they had continued employment during this period. If an employee fails to return from their Family and Medical Leave, except for a continuation, reoccurrence or onset of a serious health condition, or something else beyond the employee's control, the Employer may recover all of the health care coverage premiums paid during the Leave.

12.4 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 Pregnancy and Parenting Leave. Eligible employees shall receive pregnancy and parenting leave in accordance with Minnesota law. Such leave shall be taken concurrent with available leave under the FMLA. Seniority shall accrue during such leave, but other benefits shall not accrue or be provided during the leave. Full-time employees shall be eligible for two weeks of paid paternity leave per Marriott's paid parental leave policy under the same terms, conditions, and eligibility requirements that such policy is available to other Hotel employees.

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

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

12.8 Jury Duty. Any regular employee, exclusive of probationary, or on-call employees required to serve on court jury (not grand jury), shall be given a leave of absence for the jury duty period. Employee will be paid the difference between their jury pay and the straight-time wages they otherwise would have earned, not to exceed four (4) weeks. Any additional jury duty leave would be approved, but unpaid.

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) 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, stepchild, mother, father, brother, sister, mother-in-law, father-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. The tip-adjusted rate will be applied.

#### 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 their seniority during the period of leave provided the leave does not exceed six (6) months. Upon completion of service in the Union, the employee shall be returned to their former job as provided in the Return from Leave section, provided the employee notifies the Employer of such return within ten (10) calendar days after completion of Union service. The 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 return date provided, at least two (2) weeks in advance.

12.11 Leave Benefits. In the case of parenting and medical leaves taken pursuant to the Family and Medical Leave Act, coverage for employee benefit plans may continue for the duration of an approved leave of absence, provided employee pays the required contributions during the leave of absence. Employees shall retain pre-leave seniority and shall accrue seniority during all authorized leaves. Failure to return to work promptly at the end of an authorized leave of absence, unless due to an act of God, shall result in complete loss of seniority rights. The Employer may attempt to recover the cost of medical premiums paid during a covered leave of absence should the employee fail to return.

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 or any other federal, state, or local law. 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**

### **IMMIGRATION**

The Union and the Employer have a mutual interest in avoiding the termination of trained employees. Accordingly, to the extent not addressed by this Agreement, at the request of the Union, the Employer will meet and discuss issues related to compliance with the Immigration Reform and Control Act and any other current or future legislation, government rules or policies related to immigrants which impact bargaining unit employees.

13.1 Non-discrimination. No employee covered by this Agreement shall suffer any loss of seniority, compensation, or benefits solely due to any changes in the employee's name or social security number, provided that the new social security number is valid, and the employee is authorized to work in the United States. The Employer shall not take action against an employee solely because the employee is subject to an immigration proceeding where the employee is otherwise permitted to work.

#### 13.2 Workplace Immigration Enforcement.

The Employer shall:

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

Recognizing the intent of the Article, the Employer will admit agents of the DHS only as it deems necessary and appropriate.

The Employer shall permit inspection of I-9 forms by DHS or DOL only after a minimum of three (3) days written notice, or other such period of time as provided by law or where such inspection is otherwise in accordance with the provisions of this Section. The Employer also shall permit inspection of I-9 forms where a DHS search and/or arrest warrant, administrative warrant, subpoena, or other legal process signed by a federal judge or magistrate specially names employees or requires the production of I-9 forms. The Employer shall not provide documents other than the I-9 forms to DHS for inspection or reveal to the DHS the names, addresses or immigration status of any employees in the absence of a valid DHS administrative subpoena, or a search warrant or subpoena signed by a federal judge or magistrate or where otherwise required by law, or it is otherwise deemed by the employer to be appropriate under the circumstances.

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

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

b. No employee employed continuously on or before November 6, 1986, shall be required to document immigration status.

c. The employer shall not retain in its file's copies of the identity and work authorization documents presented by the employee.

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

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

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

### 13.4 Social Security Discrepancies

In the event that the employer receives notice from the Social Security Administration ("SSA") that one or more of the employee names and Social Security numbers ("SSN") that the employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with the SSA's records, the employer agrees to the following.

a. Provide a copy of the notice to the employee and the Union upon receipt b. the employer agrees that it will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the receipt of a no match letter or other discrepancy and

b. the Employer agrees that it will not require employees listed on the notice to bring in a copy of their Social Security card for the employer's review, complete

a new I-9 form, or provide new or additional proof of work authorization or immigration status solely as a result of the receipt of a no-match letter, unless otherwise required to avoid risk of prosecution, and

c. the employer agrees not to contact the SSA or any other government agency, solely as a result of receiving a no-match from the SSA.

### 13.5 Seniority and Leave of Absences for Immigration Related Issues

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

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

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

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

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

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

to a probationary period in this event.

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

The provisions in Article 18 on pro-rated vacations for terminated employees shall not apply to employees covered by this section.

### 13.6 Limited-English Proficient Workers

a. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their choice when speaking amongst themselves during work hours provided that such conversations are conducted in a manner that is respectful of guests and other employees and is consistent with quality guest services.

b. Upon request of the employee, the Employer shall provide interpreters from its staff, where such staff is available, for employees not fluent in English during any investigation interview that may lead to discipline or discharge. Where the Employer is unable to so provide an interpreter, the Union may provide an interpreter.

### 13.7 Change of Status/Immigration.

On the day an employee becomes a U.S. citizen, the Employer will compensate the employee with a one (1) time paid personal holiday in recognition of their citizenship.

## **ARTICLE 14** **PREGNANCY PROTECTION**

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

## **ARTICLE 15** **PANIC BUTTONS/SAFETY**

15.1 Devices Within one (1) year of the date of this Agreement, the Employer shall provide a safety alarm to each employee assigned to work in a guest room

without other employees present, at no cost to the employee. Each employee shall be required to carry the device with them at all times when working and to utilize such device when they believe there is an ongoing crime, harassment, or other emergency in the employee's presence. The devices shall be able to summon immediate on scene assistance to their location from another employee or security guard. The purpose of this section is to protect employee safety. The device may not be used to track or discipline for 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.

15.2 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. 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.

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

15.4 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 Hotel shall inform the guest that they are prohibited from returning to the Hotel and shall maintain such prohibition for at least three (3) years from the date of the incident alleged in the statement.

15.5. There shall be no retaliation against an employee for seeking in good faith to enforce their rights under this section by any lawful means.

## **ARTICLE 16** **EQUIPMENT**

16.1 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.

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

## **ARTICLE 17** **TECHNOLOGICAL CHANGES AND AUTOMATION**

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

- (A) The Employer will provide the Union thirty (30) days' notice of upgrades, modifications, improvements, or extensions of technology currently in use by bargaining unit employees. The thirty (30) day notice requirement shall not apply to routine software or system upgrades.
- (B) The Employer shall give the Union as much advance notice as practical of any technological change before it is implemented. In the event the Employer intends to design such technological change, the notice shall be given before any design work on the technology is publicly announced and completed. The Employer shall explain to the Union the intended function of the technology, the nature of the technology and who will develop it, the timing of its planned implementation, and the expected work needed to implement the technology and keep it running. If the Union questions or objects to the change, the Employer shall promptly negotiate in good faith the foregoing matters with the Union. The Employer shall share prototypes with the Union, if necessary, subject to an appropriate confidentiality agreement.
- (C) If an agreement cannot be reached in the negotiations, the Employer may implement 1) the technology and 2) the final offer on effects. The Union may choose to move the issue, as well as the impact and effects of the change, to arbitration as described in Article 10 of this Agreement.

## **ARTICLE 18** **PAID TIME OFF**

18.1 Paid Time-Off. 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, holiday, and paid sick day plans into one (1) flexible, paid time off policy. It is considered wage replacement for times that employees choose to be away from work for personal reasons. All regular employees are eligible to accrue and use PTO as described in this policy.

18.2 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	<u>Accrual Rate (Hours)</u>	<u>Total Accrual Per Year (Hours)</u>
First day – 12 months (1 <sup>st</sup> year)	.0615	128 hours (16 eight-hour days/year)
13 months through 48 months (Post 1 <sup>st</sup> year through end of 4 <sup>th</sup> year)	.0731	152 hours (19 eight-hour days/per year)
49 months through 180 months (Post 4 <sup>th</sup> year through end of 15 <sup>th</sup> year)	.0924	192 hours (24 eight-hour days/per year)
181 months through 300 months (Post 15 <sup>th</sup> year through end of 25 <sup>th</sup> year)	.1000	208 hours (26 eight-hour days per year)
301 months plus (Post 25 <sup>th</sup> year)	.1039	216 hours (27 eight-hour days per year)

18.3 PTO Approval. PTO is accrued on an hourly basis in accordance with the table above. All PTO requests are subject to approval by your supervisor.

18.4 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. PTO request shall be approved or denied within seven (7) days of the employee’s submission of a PTO request form.

18.5 PTO can be used in minimum increments of one-half (1/2) day. Employees who have an unexpected need to be absent from work should notify their direct supervisor at least two (2) hours before the scheduled start of their workday. The direct supervisor must also be contacted on each additional day of unexpected absence.

18.6 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. Tipped Employee PTO Pay Adjustment. Tipped employees paid at the minimum wage rate will be paid the tip adjustment rate of

one- and one-half times the minimum wage rate up to a maximum of fourteen dollars and fifty cents (\$14.50).

18.7 Carry over and Cash out. 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 or cash-out up to eighty (80) hours. Employees are expected to request cash out in writing between November 15<sup>th</sup> and December 15<sup>th</sup>.

18.8 Accumulation Rights. Employees are encouraged to use their PTO to take time off each year. If they do not, PTO will accrue until the Employee has reached a maximum of two hundred (200) PTO hours. At this point, no further PTO will be accrued until the Employee uses PTO hours equal to the amount accruable during one (1) month. Exceptions to this policy may be made in unusual circumstances. Each case will be viewed on an individual basis by Employer.

18.9 Terminated Employees. Upon termination of employment, employees will be paid for unused PTO that has been earned and accrued through the last day of work. However, in the event the employee fails to give at least one (1) week notice of resignation, forfeiture of fifty percent (50%) 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.

18.10 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.

18.11 Scheduling PTO. Employees shall participate in an annual seniority bid for scheduled PTO leave. Each December, Employees shall select PTO time for the upcoming calendar year, subject to established blackout periods. Employees may select up to a maximum of three consecutive weeks during the initial round of bidding.

PTO requests outside of the annual bid process must be submitted no later than the Monday preceding the work week in which it has been requested. Such PTO requests will be granted based on the order in which PTO requests are received and subject to business requirements. Where more than one (1) employee in a job classification request PTO at the same time, PTO will be granted according to seniority. Employer and employee may mutually agree upon the PTO time.

18.12 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.

18.13. Employees must use their available unused accrued PTO for all scheduled and unscheduled absences. Employees will not be required to use any of the PTO



scheduled pursuant to annual bid process. Such scheduled PTO will not be considered available for purposes of Section 13.

## **ARTICLE 19** **STATE AND FEDERAL LAW**

19.1 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.

19.2 Coordination of Legislation. Any laws, legislation, or applicable executive orders, rules or regulations of the City of Bloomington, the State of Minnesota or the United States of America which impact favorably upon employees covered by this Agreement shall be coordinated with the provisions of this Agreement for the purposes of eliminating pyramiding treatment of wages and benefits. If such laws, legislation, etc., excludes individuals covered by a collective bargaining agreement, such exclusion will be applicable to employees covered by this Agreement and the parties shall promptly execute any required waivers.

19.3 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 20** **ESL PROGRAM**

The parties agree to examine the feasibility of establishing an ESL Program in compliance with the negotiated policy in place for each Hotel.

## **ARTICLE 21** **SAFETY**

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 to review, discuss, and make recommendations concerning cleaning products, safety, efficiency, and suggestions for improving the cooperative working relationship between Employees and the Employer.

## **ARTICLE 22** **MEDICAL EXAMINATIONS**

The Employer may require and pay for physical and medical examinations, including drug testing in compliance with the negotiated Drug and Alcohol Testing 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 23** **HEALTH AND WELFARE**

23.1 All full-time bargaining unit employees shall be offered the medical, dental, vision, life, and disability insurance, paid parental leave, as well as dependent and health care spending accounts that are offered to similarly situated Marriott employees within the same geographical area of the country, upon the eligibility requirements, with the same co-payments, as these same similarly-situated Marriott employees, subject to the plan documents, rules and administrative procedures as may be amended from time to time by the Plan Administrator. Any changes in these plans which are applicable to similarly situated Marriott employees shall not be subject to negotiation with the Union or the grievance and arbitration process.

The employer subsidy 2022 is in Schedule D of this Collective Bargaining Agreement.

### 23.2 Reopener for Benefits

Upon thirty (30) days' written notice no sooner than December 01, 2023, the Union shall have the right to reopen the Health and Welfare provisions of this Agreement (Article 24) in order to discuss alternatives to the Marriott benefits plans provided under this Agreement. If reopened, the parties shall engage in good faith discussions of this issue for a period of up to ninety (90) days. The reopener shall be limited to this issue. All other provisions of the Agreement, including the no-strike/no-lockout provision (Article 24), shall remain in full force and effect during the reopener. If no agreement is reached after ninety (90) days, the existing provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE 24** **RETIREMENT SAVINGS PLAN**

All full-time bargaining unit employees shall be offered the opportunity to participate in the same retirement savings plan that is offered to similarly situated Marriott employees, within the same geographic area of the country, upon the eligibility requirements as generally apply to these same other similarly situated Marriott employees, subject to the plan documents, rules and administrative procedures as maybe amended from time to time by the Plan Administrator. Any changes in these plans which are applicable to similarly situated Marriott employees shall not be subject to negotiation with the Union or the grievance and arbitration process.

All full-time bargaining unit employees will receive a match of dollar-for-dollar match up to 5% of weekly pay for contributing employees.

**ARTICLE 25**  
**SUCCESSORS AND ASSIGNS**

In the event that the Employer becomes aware of the sale of the Hotel and/or the replacement of the Employer with a new manager or operator, it will communicate the same to the Union with the name of the purchaser and/or new operator when able and permitted to do so.

**ARTICLE 26**  
**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 27**  
**TERM OF AGREEMENT**

This Agreement shall be in effect commencing on the 1st day of November 2019 and shall continue to and including the 30th<sup>st</sup> day of August 2026. Terms will be effective upon Ratification unless otherwise noted in this agreement. This agreement will 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 15 day of Sept 2022

FOR THE EMPLOYER:  
Marriott Hotel Services, Inc.

By: \_\_\_\_\_

Date: 09-14-, 2022

UNITE HERE Local 17, AFL-CIO

Christa Snack  
\_\_\_\_\_  
Date: 9/15/, 2022

**SCHEDULE A**  
**WAGE RATES AND BENEFITS**

	<b>Ratification</b>	<b>9-1-22</b>	<b>9-1-23</b>	<b>9-1-24</b>	<b>9-1-25</b>
<b>AYS Agent</b>					
Hire	\$15.90	\$16.38	\$17.27	\$17.79	\$18.32
12 Month	\$17.01	\$17.52	\$18.45	\$19.40	\$20.38
<b>Housekeeping-Aide-Uniform</b>					
Hire	\$15.90	\$16.38	\$17.27	\$17.79	\$18.32
12 Month	\$17.01	\$17.52	\$18.45	\$19.40	\$20.38
<b>Housekeeping Coordinator</b>					
Hire	\$16.90	\$17.38	\$18.27	\$18.79	\$19.32
12 Month	\$18.01	\$18.52	\$19.45	\$20.40	\$21.38
<b>Lead Cook</b>					
Hire	\$20.48	\$21.07	\$22.07	\$23.10	\$23.76
12 Month	\$21.95	\$22.58	\$23.63	\$24.71	\$25.42
<b>Cook</b>					
Hire	\$19.48	\$20.07	\$21.07	\$22.10	\$22.76
12 Month	\$20.95	\$21.58	\$22.63	\$23.71	\$24.42
<b>Prep Cook</b>					
Hire	\$16.50	\$17.00	\$17.91	\$18.84	\$19.41
12 Month	\$17.97	\$18.51	\$19.47	\$20.45	\$21.06
<b>Lead Steward</b>					
Hire	\$16.90	\$17.38	\$18.27	\$18.79	\$19.32
12 Month	\$18.01	\$18.52	\$19.45	\$20.40	\$21.38
<b>Steward</b>					
Hire	\$15.90	\$16.38	\$17.27	\$17.79	\$18.32
12 Month	\$17.01	\$17.52	\$18.45	\$19.40	\$20.38
<b>Banquet Setup</b>					
Hire	\$14.14	\$14.56	\$15.40	\$16.26	\$16.75
12 Month	\$15.61	\$16.08	\$16.96	\$17.87	\$18.41
Grandfathered Associates (See side letter to identify)	\$15.84	\$16.32	\$17.20	\$18.11	\$19.05
<b>Banquet Server</b>					

	<b>Ratification</b>	<b>9-1-22</b>	<b>9-1-23</b>	<b>9-1-24</b>	<b>9-1-25</b>
	Min Wage	Min Wage	Min Wage	Min Wage	Min Wage
<b>IRD Server</b>					
	Min Wage	Min Wage	Min Wage	Min Wage	Min Wage
<b>Bartender</b>					
	\$11.55	\$11.55	\$11.55	\$11.55	\$11.55
<b>Bellstand</b>					
	Min Wage	Min Wage	Min Wage	Min Wage	Min Wage

**\*Action Station Fee.** Cooks scheduled for a banquet action station shall receive fifty percent (50%) of any action station fee. The remaining % of the fee shall go to the house.

\*A onetime ratification bonus of \$500 paid to all members in leu of retro pay for active member at time of ratification. \$250 for Part time members that are active at time of ratification

### **SCHEDULE B** **BANQUET DEPARTMENT**

1. **Banquet Definition.** A banquet shall be deemed to be any reserved function with a preset menu and a fixed cost including cocktail parties, supervised by the Catering Department.
2. **Service Charge on Guaranteed Meals.** Service charges shall be paid on the guaranteed number of meals paid for by the customer.
3. **Full Function.** Where clean-up is delayed until the conclusion of speeches or a program, only the number of employees sufficient to do the clean-up need be retained.
4. **Regular Banquet Employees.** The Employer shall maintain a regular banquet server list which shall contain all regular banquet servers who work on a full-time basis. The seniority list of all regular banquet servers shall be posted every three (3) months and upon request of the Union. The Employer shall provide an updated list of all regular banquet servers to the Union upon request.
5. **Employer Records.** The Employer shall maintain records on all banquets and functions and the amount of service charge deposited with the Employer for the employees along with the actual amount or method of distribution submitted to the employees. An employee or Union representative shall be permitted to review the

banquet employee compensation record during usual office business hours. A summary breakdown of this information will be available for each banquet employee upon request.

6. Banquet Employee Compensation. Banquet Staff shall receive the following percent of Banquet service charge:

	Total Banquet Service Charge	Banquet Server	Banquet Housemen	
	24.00	13.50%	1.50%	

\*Any future increases in the Banquet service charge shall be negotiated with the Union.

7. Service Charge Pool. The Banquet service charge shall be pooled and divided on a weekly basis. Each banquet server and housemen shall receive an equal portion of the service charge from the respective server and housemen pools and based on total number of hours worked during the week.

8. Re-setting Function Fee. When a banquet function has been set up and then must be moved to a different room and the guest/group pays an additional set-up fee, a twenty-dollar (\$20) fee will be added to the banquet server pool, and if tables have been set and/or food brought in, a ten-dollar (\$10) fee will be added to the banquet set-up pool.

9. Service Charge on Complimentary Functions. Servers and housemen who work a promotional, complimentary, sales promo, or house function for which the Hotel does not charge the guest, will be paid a service charge percentage consistent with the schedule above. The service charge will be calculated on the retail value or menu price of a similar item. This will also apply if the food or beverage is brought in from outside the Hotel.

10. Small Function Fee. A fee of fifty dollars (\$50) will be added to the banquet server weekly pool when the only function in a day is a group of twelve (12) or less and they are there for more than five (5) hours.

11. Banquet Employee Scheduling. Full-time banquet servers in order of seniority will be scheduled for shifts up to thirty-four (34) hours per week. After all full-time servers have been scheduled up to thirty-four hours (34) hours then additional shifts may be scheduled by seniority. Full time banquet servers will be scheduled prior to part-time or on-call employees. Full-time banquet servers who are cancelled from a shift shall be able to be rescheduled according to seniority ranking for any new shift during the same week that was not on the original weekly schedule, e.g., pop-up shifts. Any pop-up shift will be offered based off seniority.

The hotel will not schedule any banquet server to an a.m. shift that begins less than eight (8) hours after the end of that server's shift the previous night. The am shift will be assigned to the next available banquet server in seniority order.

Full-time banquet servers may give away up to five (5) shifts per quarter. The Hotel will first offer such shifts to full-time banquet servers based on seniority followed by on-call banquet servers. If the Hotel is unable to find a replacement for the banquet server who requested to give away the shift, the banquet server will be expected to work the shift. All requests to give away a shift must be received in writing by the banquet management team no later than forty-eight (48) hours before the shift is scheduled to begin.

At the conclusion of the 6-month trial period, either party may request a meeting to discuss the scheduling process, including any suggested modifications to the same.

12. Schedules. Banquet staff schedules shall be posted by noon on Wednesday for the following week. Schedules shall also be e-mailed upon request.

### **SCHEDULE C** **HOUSEKEEPING DEPARTMENT**

1. Room Cleaning. Room Attendants shall not normally be required to clean more than fifteen (15) rooms per eight (8) hour shift. Two room suites shall count as two rooms; three room suites shall count as three rooms. A Hospitality Suite will be counted as four rooms. Room Attendants shall not normally be required to clean more than fourteen (14) total rooms and more than twelve (12) checkout rooms per eight (8) hour shift on Sundays. Employees cleaning more than fourteen (14) rooms or twelve (12) checkouts within their eight (8) hour shift on a Sunday shall be paid the bought room rate set forth in number 3 below.

2. Room Attendants assigned rooms on three (3) or more floors shall drop one (1) room.

3. Employees cleaning more than fifteen (15) rooms within eight (8) hours shall be paid six dollars (\$6.00) per each additional room.

4. The Employer shall provide sufficient linen, equipment, and cleaning materials to all Housekeeping Employees.

5. A list of all cleaning products used by Employees will be provided to the Union upon request.

6. No Service. "No Service" rooms which have been assigned may be replaced with another room assignment. If there is not another room to assign, other duties may be assigned in lieu of the same. The other assignments may be within or outside of the employee's classification. Room Attendants shall not be required to leave early.

7. Gratuities. The Employer and the Union agree that gratuities left by guests in the hotel rooms are for the exclusive benefit of room attendants, unless designated by the guest for others in writing. No one shall be permitted to remove a gratuity intended for a room attendant other than the room attendant who cleaned the room.

8. Renovations. If the Hotel renovates rooms, adds significant amenities, 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 over the impact of those changes.

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 twenty-five (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 shower curtains, and as needed to reach things.

10. Green Programs. The Employer shall supply housekeeping services to occupied guest rooms no less often than every third day (e.g., Sunday check-in, a room attendant will be assigned to clean the room on Wednesday).

11. Vomit/Defecation Pay. Any employee required to clean vomit, defecation, excessive amounts of blood or other bodily fluids, will be paid an additional Fifteen Dollars (\$15.00) for such duty. Such pay will be subject to the approval of a housekeeping manager. Prior to the room attendant cleaning the area, housekeeping management must be notified and give approval for the additional pay to be paid out.

**SCHEDULE D  
HEALTH CARE SUBSIDY**

Medical Plan Options	Coverage Level	MSPJW:	
		2022	% Associate Pays
2022: Cigna (Gold - Minnesota)	You Only	\$28.58	18%
2021: Cigna (Gold - Minnesota)	You + Spouse	\$96.07	29%
	You+Child(ren)	\$82.43	29%
	You + Family	\$132.44	29%
		Average	26%
2022: Cigna (Silver - Minnesota)	You Only	\$9.79	7%
2021: Cigna (Silver - Minnesota)	You + Spouse	\$52.49	18%



You+Child(ren)	\$45.05	18%
You + Family	\$72.35	18%
Average		15%

**2022: Cigna HDHP (Silver - Minnesota)**  
**2021: Cigna HDHP (Silver - Minnesota)**

You Only	\$13.00	11%
You + Spouse	\$26.00	10%
You+Child(ren)	\$26.00	12%
You + Family	\$39.00	11%
Average		11%

**2022: Cigna HDHP (Bronze - Minnesota)**  
**2021: Cigna HDHP (Bronze - Minnesota)**

You Only	\$8.00	7%
You + Spouse	\$16.00	7%
You+Child(ren)	\$16.00	8%
You + Family	\$24.00	7%
Average		7%

**2022: Cigna Safety Net (Minnesota)**  
**2021: Cigna Safety Net (Minnesota)**

You Only	\$5.00	5%
You + Spouse	\$10.00	5%
You+Child(ren)	\$10.00	5%
You + Family	\$15.00	5%
Average		5%

**2022**

Dental Plan	Coverage Level	
<b>2022: MetLife Dental</b>	You Only	\$3.70
<b>2021: MetLife Dental</b>	You + Spouse	\$6.90
	You+Child(ren)	\$9.15
	You + Family	\$12.25

Vision Plan	Coverage Level	
<b>2022: EyeMed Vision</b>	You Only	\$1.43
<b>2021: EyeMed Vision</b>	You + Spouse	\$2.87

You+Child(ren)	\$2.73
You + Family	\$3.74

## **JW Minneapolis Excluded Categories**

### EXCLUDED CLASSIFICATIONS

For the period of the renewal Collective Bargaining Agreement, expiring August 30, 2026, the Union shall refrain from any organizing of the Employer's employees who are excluded from the Bargaining Unit at the Hotel, including all employees of the Cedar and Stone restaurant, collectively "Non-Unit Employees". Specifically, this means that the Union will not:

- a) Collect or encourage the collection of or accept authorization cards, petitions, or other forms of showing interest from Non-Unit Employees.
- b) Take other action, including but not limited to, meeting, picketing, handbilling demonstrations, corporate campaign in support of organizing involving Non-Unit Employees.
- c) Seek or accept recognition on behalf of Non-Unit Employees based on a card check or any other form of election.