

COLLECTIVE BARGAINING AGREEMENT

Between

HILTON MINNEAPOLIS

And

UNITE HERE LOCAL 17 AFL-CIO

May 1, 2019, through April 30, 2025

COLLECTIVE BARGAINING AGREEMENT

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, entered into this 1st day of May 2019, between UNITE HERE Local 17 AFL-CIO, hereinafter referred to as the Union, and the Hilton Hotel Employer LLC d/b/a Hilton Minneapolis, hereinafter referred to as the Hotel, Employer, Company or Management.

WITNESSETH:

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

ARTICLE 1

Purpose and Coverage

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

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

1.3 Respect and Dignity. 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.

ARTICLE 2

Complete Agreement

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

2.2 No Vested Interest Acquired by Employees. Employees shall acquire no vested interest in the rights or benefits granted herein which are not subject to being changed, revised, or divested, in accordance with this Agreement or any subsequent revisions or terminations. All rights or benefits which employees acquire under the terms of this Agreement shall extend only

for the duration of this Agreement and shall then terminate, unless expressly renewed or extended for an additional term by written agreement or by application of the automatic renewal clause of this Agreement.

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

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

ARTICLE 3 **Union Rights**

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

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

3.3 Checkoff. The Employer shall check off monthly Union dues and initiation fees and/or other required fees in a manner according to procedures agreed upon between the representatives of both parties, upon receipt of the written authorization form to deduct union dues or fees signed by the employee. Deductions for checkoff shall be submitted to the Union

by the tenth (10th) of each month, but in no event, later than the fifteenth (15th) of the month. New applications sent to the Union with the monthly billings.

3.4 Maintenance of Check-Off. The Employer shall adhere to the provisions in each dues check-off authorization agreed to by the employee regarding automatic annual renewal of the authorization and the provisions agreed to by the employee regarding revocation of the authorization only during annual periods, conditional upon the same being compliant with local, state, and federal law.

3.5 Electronic Authorization. The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorizations by submitting to the Union a written application form, or by submitting to the Union an online deduction authorization, conditional upon the same being allowable under local, state, and federal law.

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

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

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

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

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

3.8 Employee Information. The Employer shall provide each month to the Union an updated and secured electronic bargaining unit list of employees including name, social security number, address, telephone number (home and mobile), email address, work hours,

classification, date of hire, and seniority date, as long as the foregoing information is made available to the Employer by the Employee.

3.9 New Employee Orientation. It is in the interest of the Employer and the Union that all newly hired employees are informed of the rights, obligations, and benefits of their employment with the Employer. Accordingly, the Employer shall, upon request by the Union, allow the Union to send one (1) representative to meet with new hires for fifteen (15) minutes on paid time at the end of employee orientation, or within the first thirty (30) days of employment if the Employer does not hold an orientation within that time frame, without Employer representatives and on unpaid time. The Union shall provide advance written notice of any Union representatives designated to conduct such session. The Union shall not make any disparaging comments about the Employer during such sessions.

3.10 Employer Neutrality. In the event the Hotel becomes subject to a state or federal right to work law, the Employer will maintain a neutral approach to whether Employees in, or hired for, positions currently included in the bargaining unit under this Agreement join the Union. In this instance, the Employer, including all its managers, supervisors, agents, and representatives, will not take any action nor make any statement that will directly or indirectly state or imply any opposition to Employees in, or hired for, positions currently included in the bargaining unit under this Agreement joining the Union.

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

3.12 Union Buttons. All employees shall be permitted to wear their official Union button and/or official steward button, which identifies affiliation with the Union, provided the button size is no larger than the present button which is no larger than 1½ inches in diameter.

3.13 Union Stewards.

- a. The Employer recognizes the right of the Union to conduct an election or select from among the employees who are members of the Union, a Chief Steward/Steward(s) to handle such Union business at the Company where they are employed as may from time to time be delegated to them by the Union. The name of such Chief Steward/Steward(s) shall be reported to the Employer. The Union shall designate the areas for which the Chief Steward/Steward(s) is responsible. Union Chief Steward/Steward(s) employed by the Employer shall be required to fulfill their obligations to the Employer and the Employer's guests and to perform their job duties as any other employee covered by the Agreement. Shop Stewards shall not interrupt employees while working.
- b. Union Stewards shall report to the Employer and to the Union violations of this Agreement and shall be entitled to assist in the handling of grievances during

mutually agreeable times. Time spent by Stewards in grievance meetings under section 10.1 during their regular work shift will be considered hours worked. Stewards shall not, however, interfere with the management of the business or direct the work of any employees regardless of whether they believe a grievance exists. Only the General Manager or their designee and the Union's principal officer shall have the authority to alter or modify any terms or provisions of this Agreement. Such changes shall be in writing and signed by both parties.

3.14 Union Visitation. Union representatives and officers shall be privileged to visit the premises of the Employer, generally nonworking areas, but, in any event, not guestrooms, at all reasonable hours for the transaction of official Union business. Union Officers and Business Agents shall call, text, or email a representative of Human Resources designated by the Employer and shall notify the designated management representative of their presence upon the premises and shall not interrupt employees while working.

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

ARTICLE 4 **Management Rights**

4.1 The Employer and the Union specifically agree that Management shall have the right to direct the work force and to determine the policies and methods of operating its Hotel, except as expressly limited by the specific provisions of this Agreement and longstanding custom and past practice. Such management rights and responsibilities shall include, but not be limited to, the following: the right to select the employees it will hire; the right to establish or revise work schedules; to determine the size and composition of its working force; to determine the number and type of equipment, material, products and supplies to be used or operated; to discipline or discharge employees for just cause; to maintain efficiency of employees; to determine assignments of work; to discontinue all or any part of its business operations; to expand, reduce, alter, combine or transfer, assign, or cease any job, department or operation for business purposes; to introduce new, different or improved methods and procedures in its operations, and to otherwise generally manage the Hotel, except as expressly restricted by the provisions of this Agreement. Provided, however, the Union shall be notified of any new job classification combination.

4.2 Other Union Agreements. Whenever the Union negotiates an agreement with a hotel or motel, a copy of such agreement shall be delivered to the Director of Human Resources.

ARTICLE 5
No Strike - No Lockout

5.1 No Strikes or Lockouts. The Union agrees that there shall not be any strike, sympathy strike, stoppage of work, slowdowns, boycotts, refusal to handle merchandise, picketing of the Employer's establishment covered by this Agreement or other interruption of work or interference with the Employer's Hotel during the term of this Agreement or any extension; and the Employer agrees that there shall be no lockouts during the term of this Agreement or any extension. Participation by any employee in any such practices prohibited by this Section shall be considered just and reasonable cause for discharge or other disciplinary action by the Employer; and subject to the Grievance and Arbitration Procedure in Article 10.

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

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

ARTICLE 6
Pay, Gratuities and Job Classifications

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

are defined as meals, uniforms, holidays, vacations, parking and insured or funded fringe benefits.

6.2 Merit Increases. The wage rates set forth in the collective bargaining agreement are minimum rates. 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.

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

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

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

6.6 Business Costs. Employees shall not have unauthorized deductions made from their checks in accordance with applicable laws, including Minnesota Department of Labor and Industry Fair Labor Standards Statutes.

6.7 Gratuities

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

6.8 Ala Carte Compensation. If the Employer wishes to change the method of compensation for ala carte service persons, the Employer agrees to negotiate with the Union and reach prior agreement before any such change is put into effect. In the event the Parties bargain to impasse, such unresolved issue shall be arbitrated in accordance with the arbitration procedure in Article 10, Section 3.

6.9 Statement of Wages. The Employer shall provide a designated area where Employees can either view or print a statement showing name of Employer, name of Employee, hours worked at straight-time pay, hours worked at premium or overtime pay, rate(s) of pay, PTO pay, PTO accrual, holiday pay, and authorized deductions.

ARTICLE 7

Meals, Uniforms and Employee Areas

7.1 Meals

- a) The Employer shall continue to provide employees meals free of charge consistent with past practice and only while on duty or as otherwise provided.
- 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 two hot entrees. The meal shall be served under clean and sanitary conditions.
- d) Should problems arise concerning food quality 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. The Employer shall replace uniforms as needed in a timely manner.

- b) Uniforms shall be designed and maintained in such a manner as to account for the conditions in which Employee's work, the tasks they perform, and safety and health issues.

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

7.4 Employee Areas. The Employer shall maintain dining areas and locker rooms for employees in conformity with the requirements of the applicable sanitary code regulations and health ordinances.

7.5 Culinary. Professional knife sharpening or professional knife sharpening equipment shall be made available once a month for employees required to use knives.

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

ARTICLE 8

Hours of Work, Overtime and Premium Pay

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

8.2 Standard Workweek. The standard workweek shall consist of forty (40) hours of work, on five (5) days which days shall be consecutive. Employer's standard workweek for overtime pay computation purposes shall be one hundred and sixty-eight (168) consecutive hours beginning at 12:01 A.M. through 12:00 midnight. The Employer agrees to notify the Union of any change in the standard workweek.

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

8.4 Overtime Work.

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

b) The Employer Shall not make a practice of requiring employees to work unscheduled overtime and will do so only as business necessitates. Employees shall be given as much advanced notice of unscheduled overtime as circumstances allow and will be allowed

up to fifteen (15) minutes paid time to make necessary arrangements to accommodate the unscheduled overtime.

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.

8.7 Premium Pay for 6th and 7th Day

- a) 7th Day. All non-exempt employees shall receive premium pay at the rate of time and one-half (1 1/2) their regular straight time hourly rate of pay for all hours worked on the employee's seventh (7th) consecutive day of work.
- b) 6th Day. All non-exempt employees may elect to work on the sixth (6th) day or six (6) out of seven (7) workdays, at the applicable straight time rate of pay, in accordance with the following procedure:
 - 1. Available work shall be offered by seniority to those employees in the classification who are not scheduled to work five (5) shifts in the case of servers and bartenders or less than forty (40) hours for other classifications.
 - 2. An employee shall not be eligible for such work if the employee would be entitled to receive overtime pay.
 - 3. Lacking sufficient volunteers, for such work in the classification, employees may be required to work on the sixth (6th) day, or six (6) out of seven (7) days, at the applicable one and one-half (1 1/2) rate in accordance with 8.8.
- c) Schedule Requests. If an employee works a sixth (6th) consecutive day or six (6) out of seven (7) days because of the Employee's own request or as a consequence of a request for change in schedule by another employee, then that employee shall not receive one and one-half (1 1/2) their hourly rate of pay for that sixth (6th) consecutive day or six (6) out of seven (7) days.

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

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

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

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

8.12 Report-in-Pay

- a) An employee called in and reporting for work as scheduled without prior notice received by the employee not to so report shall receive a minimum of three (3) hours work or three (3) hours pay for that day at the employee's regular hourly rate; provided, the employee is available for work for the full period of time required. Provided, however, bartenders, stewards, housekeeping employees and cooks shall receive report-in-pay of four (4) hours work or four (4) hours pay. Food servers excluding Banquets, shall receive report-in pay of three (3) hours pay or work for breakfast or lunch and four (4) hours pay or work for dinner shift. Report in pay shall be at the tipped employee adjusted rate.
- 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 will be paid \$10.00 for such translations.

8.14 Meetings. An employee who attends a mandatory Employer meeting that is held on the employee's scheduled day off or is not held within two (2) hours of the employee's scheduled shift, shall receive three (3) hours pay or work. Pay for voluntary meetings (not parties or general sessions that are informational) shall be equal to the actual time in attendance at the meeting. This provision shall not result in a sixth (6th) or seventh (7th) day premium or daily overtime payment.

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

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

of two (2) weeks' notice unless the cause of the discontinuance of the business is beyond the control or knowledge of the Employer. If the Employer fails to give affected employees the two (2) weeks' notice, and no suitable alternative employment is provided, these employees shall receive at least one (1) week pay and up to two (2) weeks' pay in lieu of the required notice, to be prorated by the period of notice actually given. The Parties acknowledge that unexpected fluctuations of business are beyond the control or knowledge of the Employer in the application of this section.

8.17 Rest Breaks. The Hotel shall continue to provide paid breaks in accordance with current practices. 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. An employee who does not take a break may not leave before the end of their shift for that reason. Employees are not required to take their paid rest period.

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

8.19 Bargaining Unit Work. Non-covered employees shall not perform bargaining unit work, except for emergencies, training Employees, testing, troubleshooting, to address immediate guest needs, to cover needed work when employees are absent or unavailable and no replacement is available in that department, as is consistent with past practice, or by agreement with the Union. "Non-bargaining unit employees" does not refer to or include temporary agency workers, i.e., persons utilized from a third-party employment agency.

ARTICLE 9 **Seniority**

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

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

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

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

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

- a) Employees shall be laid off and returned to work according to their length of service in their respective job classifications as set out in 9.6 and 9.8 below. In the event of a permanent room closure, displaced employees will be permitted to use their classification seniority for the purpose of scheduling in another room.
- b) Scheduling of vacation time.
- c) Offering of overtime work and requiring in reverse order, subject to Section
- d) Employees may exercise their seniority to not work the holiday, if business permits with the junior employee(s) in the classification being required to work as needed. To be excused employees shall give the Employer two (2) weeks' notice prior to the holiday. Employees regularly scheduled to work the day on which the holiday is celebrated may not be bumped out of their shift.
- e) Scheduling of Work
 - 1. Where practical, senior employees who are qualified shall be scheduled to receive the maximum number of available hours on the work schedule up to an eight (8) hour day, five (5) day, forty (40) hour week. Senior employees may not claim part of a shift and may claim shifts only when they become available on a regular basis. Split shifts shall be considered separate shifts for scheduling purposes. It is understood that employees shall not be permitted to establish their own work schedules, nor shall they be permitted to work overtime without the specific approval of their Supervisor. Nothing herein shall be interpreted as a guarantee of a minimum number of hours or days of work.

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

- f) Promotion, demotion, or transfer to new job openings.
- g) Upon request in writing, any employee scheduled less than five (5) days per week may exercise 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.
- h) Bartenders whose hours are involuntarily reduced below those for which they are regularly scheduled will be permitted to pick up available hours at banquet bars on the basis of their seniority.
- i) Preferential Rooms and Stations. Where rooms and/or stations are assigned on a permanent basis, rather than being rotated, all employees shall be given preferential rooms and/or stations on the basis of seniority, provided they are qualified.
- j) Use of Part-Time Employees. Where practical, the Employer shall not use two (2) or more part-time employees where a qualified, full-time employee is available and requests such hours; except in those scheduling situations where the Employer is required to meet the report-in provision (8.12), the available work requires the use of overlapping schedules or a split shift (except wait staff) or where such scheduling is otherwise not practical in the Employer's operations. Provided, the employee has the qualifications and ability to perform the work.

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

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

9.8 Classification Seniority. Employees changing classifications shall begin their seniority for scheduling on day of entry into the new classification. During layoffs or reduction in the work force within a classification, an employee may exercise any accrued seniority in their prior classification to revert to the classification from which they were last transferred. In the event of a permanent room closure, displaced employees will be permitted to use classification seniority for the purpose of scheduling in another room.

9.9 Notice of Recall. Where an employee is notified at the time of layoff when they are to report back to work, they will promptly report at such time without further notice. When an

employee is not notified at the time of layoff when they are to report back to work, they shall be given three (3) days' notice of when to report back to work if the period of layoff has been less than fourteen (14) days. If the layoff period extends for fourteen (14) days or more, the employee shall be given seven (7) days' notice of the time to report back to work. Notice to report back to work shall be given by a letter to the address furnished to the Employer by the employee. While waiting for an employee to report back to work, the Employer may utilize any other available person to perform the work.

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

- a) Retirement
- b) Voluntary quitting.
- c) Discharge for cause.
- d) Failure to return to work after recall as provided.
- e) Failure to return to work promptly at the end of an authorized leave of absence, unless due to Act of God.
- f) Remaining on layoff for longer than twelve (12) months or the employee's length of seniority, whichever is shorter.
- g) Terminates employment from the regular schedule and works on an intermittent call-basis only.
- h) Is absent for two (2) consecutive workdays without reporting to the Company the reasons for the absence.
- i) Works for another employer during a leave of absence. This subdivision shall not apply in situations where the employee is already working for another employer prior to the leave.

9.11 Job Posting.

a) New job openings will be posted for a minimum of five (5) days, including the weekend and will be awarded to qualified applicants. The Employer shall take reasonable steps to encourage internal promotion applications, including offering, upon request, reasonable on-site training, if available, to underqualified Employees. While such training may be considered in determining qualifications for subsequent job openings, it shall not provide preferential consideration for an applicant. 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, the Employer may offer the job to any employee it deems qualified or hire a new employee for the job.

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

9.12 Seniority List. The Employer shall furnish an accurate seniority list to the Union within ten (10) days of the date on which this Agreement is signed. Thereafter, the Employer shall notify the Union of each employee who has been separated from employment and upon request a list of employees and their classifications.

ARTICLE 10

Grievance and Arbitration Procedure

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

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

Step 2. If the employee feels the complaint has not been settled satisfactorily pursuant to Step 1, the employee shall discuss the matter with the Director of Human Resources or Designee. An aggrieved employee may have the Union Steward assist them with Step 2 if they so desire. The Director of Human Resources or Designee will issue a decision within seven (7) days.

Step 3. If the grievance is not satisfactorily settled in Step 1 or Step 2, 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 Director of Human Resources, or Designee; except that in no event shall the aggrieved employee have less than seven (7) calendar days from the date of the decision of the Human Resources Director, or Designee, as set forth in Step 2 above, to file such written grievance; provided however, the fourteen (14) calendar day and/or seven (7) 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 from the date on which the incident which gave rise to the grievance occurred or seven (7) calendar days from the decision of the Human Resources Director, or Designee shall result in such grievance being presumed to be without merit and it shall be barred from further consideration.

Step 4. The representative or representatives of the Employer will confer with the Union Steward and/or Union Business Agent within fourteen (14) calendar days after receipt of such written grievance in an effort to settle the grievance unless the time limit is extended by mutual written agreement of the Parties. If not settled at this conference, the Employer shall issue a decision in writing on any such written grievance within seven (7) days from the time such grievance meeting is adjourned.

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

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

10.4 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 first to strike to be determined by a coin toss. The person remaining on the list after each Party has exercised its strikes shall become the Arbitrator. Either party may request additional lists if those supplied are not satisfactory; to a maximum of three (3) lists. The Parties may select an Arbitrator by other means if such other method of selection is confirmed by a written stipulation.

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

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

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

10.5 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 employee(s) involved. The Employer, the Union and the aggrieved employee shall comply in all respects with the result of such decision reached. The Parties agree that such decision shall be enforceable in a court of law.

10.6 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 the Employer (except in cases of improper wage rate), or impose any liability not explicitly expressed herein.

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

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

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

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

ARTICLE 11

Discipline and Discharge

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

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

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

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

11.3 Warning Notices - Cancellation. Warning notices shall not be used as a basis for discipline after a period of twelve (12) months. All Discipline will follow two (2) tracks, time and attendance and policy and procedure.

11.4 Suspension and Discharges. All suspensions and discharges will be in written form and copies will be mailed to the Union upon issuance of such notices. Discharges will be preceded by a suspension during which an investigation of the incident leading to the discharge will be conducted. No employee shall be placed on suspension pending investigation status for an unreasonable period of time. An issue specifically brought by the employee to a Human Resources representative shall be responded to within seven (7) calendar days excluding weekends. Such timeline may be extended by mutual agreement.

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

11.6 Interpreter. 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.

11.8 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.

11.9 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.

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

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

ARTICLE 12
Leaves of Absence

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

12.2 Leaves for Injury and Sickness. Any employee, after exhaustion of paid time off, 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 paid time off or other benefits shall not accrue or be provided during the Medical Leave. This leave shall be taken concurrently with available FMLA leave. In the event the Employee requires an extension of leave, such request must be made prior to exhaustion of the approved leave period.

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

12.3 FMLA Leave Eligible employees may be entitled to up to twelve (12) unpaid work weeks of leave during any twelve (12) month period under the Family and Medical Leave Act of 1993 (FMLA). Employees must first use any earned paid time off, except for one (1) week, forty (40) hours (five (5) days, 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 and Child Care leave.

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

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. 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, on-call or extra employees, required to serve on court jury (not grand jury), shall be given a leave of absence for the jury duty period and shall be paid the difference between their jury pay and the wages they otherwise would have earned during straight-time hours of available employment at their regular rate.

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

- (a) Available for Work and Notice. The employee must be available for work on the regular workday immediately preceding and following jury duty; and must notify the Employer prior to jury service and at the end of each week of jury duty.
- (b) Jury Service of Half Day. Jury service of a half day or less requires the employee to be immediately available for work for the rest of the day.
- (c) Evidence of Jury Duty Pay. Employees shall submit evidence of jury duty pay before pay adjustments will be authorized; provided, that allowance for travel time

or other expenses shall not be considered jury duty pay in computing wages due employees.

12.9 Bereavement Leave. All regular full, and regular part time employees, exclusive of probationary, on-call or extra employees, are eligible for bereavement pay and leave up to three (3) days for the purpose of attending the funeral or mourning service related to the death of an employee's immediate family. The immediate family shall include the employee's spouse, domestic partner, child, foster or stepchild, mother, father, brother, sister, mother-in-law or 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, as set forth in Article 14.9 B, 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. Upon completion of service in the Union, the employee shall be returned to their former job as provided in the Return from Leave section, provided the employee notifies the Employer of such return within ninety (90) calendar days after completion of Union service.

12.11 Leave Benefits. In the case of parenting and medical leaves taken pursuant to the Family and Medical Leave Act, the Employer shall make sufficient group health insurance contributions, as determined by the Greater Metropolitan Hotel Employers-Employees Health and Welfare Fund ("Fund") to pay for the employee's insurance coverage for up to twelve (12) weeks of leave. The Fund shall make available group health insurance to employees at the employee's own expense for any portion of a parenting or medical leave in excess of twelve (12) weeks. In the case of other leaves which would otherwise result in loss of group health insurance coverage, the Fund shall make available group health insurance, to employees for the duration of the leave, at the employee's own expense, and otherwise consistent with the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). Employees shall retain pre-leave seniority and shall accrue seniority during all authorized leaves. Failure to return to work promptly at the end of an authorized leave of absence, unless due to an act of God, shall result in complete loss of seniority rights. The Employer may attempt to recover the cost of medical premiums paid during a covered leave of absence should the employee fail to return to work as provided for under the Family and Medical Leave Act.

12.12 Coordination with Applicable Laws. The parties to this Agreement agree that the provisions of this entire Article 12 shall be administered so as not to conflict with applicable federal or state laws governing leaves of absence. Where applicable, leaves of absence granted under this Article may run concurrently with any applicable leave rights the employee may have under the Family and Medical Leave Act. Where the provisions of this Agreement are more

favorable to the employee than those provided under law, the terms of this Agreement shall prevail.

ARTICLE 13
Personal Day

Regular employees who have completed their probation by shall receive one paid (1) personal day to be used in that calendar year which shall not carry over. Regular employees who have completed one (1) year of service shall receive two (2) personal days on Tipped employee PTO adjustment shall apply to the personal day(s).

ARTICLE 14
Paid Time Off

14.1 Paid Time Off. Effective 1-1-98 all accrued vacation will be converted into paid time off. PTO is designed as an enhanced benefit to replace existing holidays and vacations.

14.2 Eligibility. Effective 1-1-98 all regular employees after six (6) months of service.

14.3 PTO Accrual

Years of Service	1	2	5	10	20
Maximum PTO	88	128	144	168	208
PTO hourly accrual	.0423	.0615	.0692	.0808	.1000

Effective January 1, 2003, an additional PTO Diversity Day pay will be added to the accrual as stated below:

Years of Service	1	2	5	10	20
Maximum PTO	96	136	152	176	216
PTO hourly accrual	.0461	.0654	.0731	.0846	.1038

Based on 2080 hours worked or paid for all regular banquet employees, servers and bartenders will be credited with fifty-six (56) hours PTO for holidays.

Effective May 1, 2005, all new regular full time banquet employees will not be credited with fifty-six (56) hours of PTO for holidays, or twenty-eight (28) hours of PTO for all regular part time employees. All grandfathered employees will continue to receive the current benefit, but the benefit will terminate when the grandfathered employees leave their classifications.

14.4 Bank. PTO can be banked to a maximum of forty-five (45) days, (360 hours).

14.5 Rollover of PTO. PTO accrued under Section 14.3 and not used by the end of the year may be rolled forward to the next calendar year up to the maximum PTO bank specified under Section 14.4. Accumulated PTO not used at the time of an employee's termination of employment from Employer will be paid to the Employee at one hundred (100%) percent of its value.

14.6 Integration. PTO may be integrated with workers compensation and disability benefits such that an employee receives that fraction of PTO which when added to these other benefits provides a total benefit equal to their regular wages.

14.7 PTO Cash Out: The Cash out provisions for the unrepresented team members, as modified from time to time, will apply to the bargaining unit team members. Each November, during Annual Enrollment, eligible team members may make a one-time election to sell any PTO hours they will earn in the following year in one-hour increments not to exceed 80 hours, or whatever the unrepresented team member maximum provision allows. The hotel will process the payments for the number of hours they elected to sell and include the amount in the first paycheck issued in December; the year after the election was made. Because team members may only elect to sell PTO during Annual Enrollment, team members hired after the close of Annual Enrollment are not eligible to sell PTO hours until the next Annual Enrollment period. Also, team members may not elect to sell PTO as part of a qualified status, significant data or status change.

The hotel will require employees to utilize all PTO during any approved leave of absence, in excess of five (5) days, forty (40) hours.

14.8 Scheduling and Use. The Parties believe that employees should take PTO each year and at least one half of the employee's PTO eligibility should be taken in blocks of one week or more. Beyond this PTO may be requested in advance at the employee's discretion for any reason, including vacation, paid holiday time off, religious observations, dental or doctor visits, personal or family business, education, or any other reasons deemed appropriate by the employee.

PTO will be granted in increments of one (1) hour increments. Approvals will be based on seniority by who submits the request first and business need.

PTO balances will be available on employee payroll checks.

PTO/ Vacation Scheduling. A signup sheet for vacation time (blocks of one or more weeks of PTO) shall be posted in each department twice yearly as follows:

First Posting: February 1st through the 15th for vacation time in March through August.

Second Posting: August 1st through the 15th for vacation time in September through February.

PTO requests made during the sign-up periods shall be approved or denied in the two-week period following the posting.

All other PTO requests must be submitted in writing ten (10) days in advance of the Thursday schedule posting, (i.e., Monday) for the week within which the requested day off falls. Requests will be approved or denied within three (3) days.

Seniority shall be the tiebreaker in the cases of simultaneous requests.

Once requests for PTO have been approved, no change shall be made without the consent of the employee.

14.9 Rate of Pay

A) PTO will be paid at the employee's rate at the time taken, except time not taken in the year accrued and rolled forward into a future year shall be paid at the accrued rate. PTO is deemed to be taken in the order accrued.

B) Tipped employee PTO adjustment. In addition to their regular hourly rates, tipped employees working in the classifications of cocktail server, ala carte server, regular full time and part time banquet servers, room service server, shall be compensated at the rate of Six Dollars and 50/100 (\$6.50) Dollars for PTO hours paid, not to exceed \$14.50 per hour.

1. Senior Captains, active upon ratification, shall be compensated at the rate of six dollars and fifty (\$6.50) for PTO hours paid, not to exceed \$17.35 per hour.

2. Captains shall be compensated at the rate of six dollars and fifty cents (\$6.50) for PTO hours paid, not to exceed \$16.35 per hour.

14.10 Health and Welfare/Pension Contributions. Contributions shall be made on all PTO paid to employees as time off. The Employer is not required to make contributions on PTO which is cashed out.

14.11 Terminated Employees. Terminated employees must give seven (7) days' notice at termination in order receive PTO payment. Employees terminated between six (6) months and one (1) year for cause shall not be eligible to receive PTO pay.

ARTICLE 15 **Subcontracting**

15.1 Subcontracting. The parties agree that it is desirable to maintain the integrity of the existing bargaining unit. The Employer shall not subcontract out bargaining unit work, except as is consistent with past practice or by agreement between the Employer and the Union. However, if qualified help is not available, this Section shall in no way restrict the right

of the Employer to temporarily utilize employees from any available source consistent with Section 2 of this Article for the purpose of maintaining normal services. The Employer shall not churn temporary employees for the purpose of avoiding hiring regular employees.

15.2 Temp Workers/Event Workers. The Employer directly hires temporary workers and contracts with or utilizes temporary/staffing agencies, and it will, upon the Union's request, meet with the Union and discuss any temporary/staffing agency that is a signatory with UNITE HERE Local 17.

ARTICLE 16

Technological Changes and Automation

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

16.2 The Employer shall provide the Union at least twenty-one (21) days' notice before implementation of any plans to upgrade, modify, improve, or extend technology currently in use by bargaining unit employees that are made after the effective date of this Agreement. The Employer shall provide the Union at least forty-five (45) days advance notice prior to the implementation of any new technological change, occurring after the effective date of this Agreement, that replaces or substitutes for or materially increases or decreases the type or manner of work performed by Employees in the Employer's workplace.

16.3 With respect to the implementation of new technology and subject to appropriate confidentiality agreements, the Employer shall explain to the Union the intended function of the new 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, and where available shall share prototypes. If the Committee requests to bargain the impact of the new technology, it must do so within seven (7) days of the Employer's notice and shall include any information requests with such notice. The Employer shall promptly provide information reasonably requested by the Union and negotiate the impact of the new technology on the bargaining unit Employees and the work they perform.

16.4 Should the parties fail to resolve the issue, either party may request the services of a federal mediator.

16.5 The Employer shall have the right to implement the new Technological Change upon the expiration of the forty-five (45) day notice period. The Employer shall not implement any new Technological Change unless the Employer has carried out the obligations referenced in Sections 16.2 and 16.3.

16.6 This notice and negotiation process shall be the sole and exclusive procedure for resolving disputes over the implementation of new technology. Any disputes arising out of this

process shall be subject to the grievance and arbitration process under the Agreement. The arbitrator, however, shall have no authority to order any particular outcome to the bargaining process.

16.7 Any Employee displaced due to technological change shall be entitled to recall to the classification from which the Employee was displaced for twenty four (24) months following the date of displacement and to preference for other job openings at the Hotel after all other preferences possessed by incumbent Employees at the Hotel have been exercised but before new employees are hired, provided the Employee is qualified for the position or can be qualified in a reasonable period of time with adequate training provided by the Employer.

16.8 While Employees are waiting for an offer of a permanent position, the Employer shall offer all available extra work within their classification to them in order of classification seniority.

16.9 If an Employee displaced under this subsection is recalled to another position covered by the Agreement, the Employee shall retain their house seniority and continuous service for vacation purposes.

16.10 No Employee who has completed their probationary period and is recalled pursuant to this subsection shall be required to complete a new probationary period but if the Employee cannot perform satisfactorily the work on the shift or station to which recalled they may transfer or be transferred back to layoff status within thirty (30) days after their date of recall.

ARTICLE 17

Pregnancy Protection

Accommodations. If an Employee so requests, and consistent with both the Employee's 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. The foregoing list is intended to be illustrative and does not require the Employer to provide any specific accommodation or the specific accommodation preferred or requested by the Employee. Any time off provided as a reasonable accommodation will run concurrently with any protected and/or paid sick leave the Employee is otherwise entitled to take for the condition under applicable law and this Agreement.

ARTICLE 18
Safety/Panic Buttons

18.1 Commitment to Safety. The Employer affirms its commitment to the safety of its employees and that it will take reasonable measures to provide a safe workplace for all employees. The parties agree to importance of employees participating in maintaining a safe workplace and agree that employees shall follow all reasonable safety rules and policies, including notifying management of observed safety incidents or unsafe conditions or situations.

18.2 No later than sixty (60) days following ratification of this Agreement, the Employer shall implement safety device protocols for all employees who are required to enter a guest room as part of the employee's work. At a minimum, each such employee will, at the beginning of their shift, be supplied a personal safety alarm device that emits a minimum 120 decibel alarm and that can be carried/concealed by the employee. If, during the life of this Agreement, the brand standard applicable to the Employer changes regarding panic buttons, the Employer will implement the change if it is able to do so and if the total capital expense is expected to be less than \$5,000. If the total capital expense is projected to be \$5,000 or more, the Employer will notify the union of the change in brand standard and, upon request, will meet to discuss options.

18.3 In the event that the Hotel receives an accusation that a guest has made an unwanted sexual advance, request for sexual conduct, or other verbal or physical conduct of a sexual nature towards an employee the Hotel shall investigate the accusation. At the conclusion of the investigation, the Employer shall take remedial measures as it deems appropriate. At the conclusion of the investigation, as confidentiality permits, the Employer shall inform the complaining Employee of the steps that were taken in response to the Employee's accusation. Upon a reasonable request, the Hotel shall reassign the Employee to a different floor or work area away from the guest for the entire duration of the guest's stay. The Employer reserves the right to assign a non-bargaining unit employee to service the employee's work area or the guest room in question.

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

ARTICLE 19
Equipment

19.1 Supplies. The Employer shall provide sufficient supplies, equipment, and cleaning materials needed for the timely, safe, efficient, and effective performance of their duties to all Employees. Employees shall not be disciplined for not completing their work assignments if the Hotel has not provided sufficient supplies, including linen, to complete their duties, provided the employee has given immediate notice to management of any insufficiency and further that the Employer is unable to remedy the deficiency in a manner suitable to the individual department circumstances.

19.2 Deficient Equipment. Employees shall report in a manner determined by the Employer all defects of equipment. In the event such reported defect affects safety, the Employer shall investigate the condition to determine its safety and, if necessary, effect repairs to operate such equipment consistent with business necessity. No employee shall be required to use equipment that they reasonably consider to be in an unsafe condition.

ARTICLE 20 **Immigration**

20.1 Change of Immigration Status.

Except as otherwise required by law, no non-probationary Employee shall have a loss of seniority, compensation, or benefits due to a change in (1) lawful immigration status, provided the employee presents legally valid documents of their current and continued authorization to work in the United States, or (2) 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.

20.2 Workplace Immigration Enforcement.

a) Unless objected to by the Employee(s) or otherwise prohibited by applicable law or government authority or agency, the Employer shall notify the Union as soon as practical if the Employer receives a no-match letter from the Social Security Administration (SSA) or if it is contacted by the Department of Homeland Security (DHS) (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 regard to the DHS matter. Recognizing the intent of the Article, the Employer will admit agents of the DHS only as it deems necessary and appropriate.

b) The Employer shall permit inspection of I-9 forms by DHS or U.S. Department of Labor (DOL) only after a minimum of three (3) days written notice or other such period of time as provided by law, required by judicial warrant, 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 specifically 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, search warrant, valid subpoena or where otherwise required by law or it is otherwise deemed by the Employer to be appropriate under the circumstances.

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

20.3 Reverification of Status.

Whenever circumstances allow, the Employer will provide an employee with at 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 resources system. If the human resources system is unavailable, the Employer may provide notice to the employee at the time clock, by mailing the notice to the employee's address on file, and/or by direct communication from the employee's manager or human resources office.

a) 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.

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

c) 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 unless required by law.

20.4 Social Security Discrepancies.

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

a) Provide a copy of the notice to the Employee and the Union upon receipt.

b) The Employer agrees that it will not take any adverse action against any Employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the receipt of a no match letter or other discrepancy unless otherwise required to do so by law.

c) The Employer agrees that it will not require Employees listed on the notice to bring in a copy of their Social Security card for the Employer's review, complete a new I-9 form, or provide a new or additional proof of work authorization or immigration status solely as result of the receipt of a no-match letter, unless otherwise required by law.

d) The Employer agrees not to contact the SSA or any other government agency, solely as a result of receiving a no-match letter from the SSA unless failure to do so would violate applicable law or in response to a request for no-match information by DHS, or any other legally authorized government agency.

20.5 Seniority and Leave of Absence 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 Agreement in order to attend to DHS proceedings for the Employee and the Employee's immediate family (parent, spouse, and/or dependent child). The Employer may require verification of such proceedings and attendance by the Employee.

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 one (1) year 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 thirty (30) days 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 other benefits based upon particular plan policies during such absence.

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

In the event that a non-probationary employee does not provide adequate proof that they are authorized to work in the United States, and their employment is terminated for this reason, the Employer agrees to immediately reinstate the employee to their former position, without loss of prior seniority (but classification seniority, vacation, and other benefits do not continue to accrue during the period of absence) upon the Employee providing proper work authorization within twelve (12) months from the date of termination. The Union agrees not to grieve the layoff or termination of the affected Employee.

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 non-probationary Employee terminated because they have not provided adequate proof, they are authorized to work in the United States a personalized letter stating the employee's rights and obligations under this section.

The provisions on pro-rated vacations for terminated Employees shall not apply to Employees covered by this section.

ARTICLE 21

Banquet Department

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

21.2 Full Function. When clean-up is delayed until the conclusion of speeches or a program, only the number of employees sufficient to do the clean-up shall be retained. The option to stay for clean-up shall be offered based on seniority.

21.3 Call-in Order. All regular banquet employees, including servers, captains, and bartenders, shall be offered maximum available hours and shifts based on their seniority, with preference being given to most senior. Regular full-time employees shall be scheduled before regular part time employees; regular full time and part time employees shall be scheduled before on call employees.

- a) Except in cases of emergency, a Regular Server called to work with less than twelve (12) hours' notice shall not be required to work. Management agrees to notify servers of schedule changes at the earliest possible time.
- b) No regular full time banquet server shall be scheduled for a triple shift until all regular full-time servers have been scheduled for a double shift and all part time servers have been scheduled for three shifts in the workweek.
- c) Functions Canceled. Any function canceled by the Hotel shall not be counted as a function worked and the canceled employees shall be rescheduled based on their seniority.

21.4 Employer Records. The Employer shall maintain records on all banquets and functions and the amount of service charge or gratuity deposited with the Employer for the employees along with the actual amount and method of distribution. The Employer will make available a list of each banquet function together with the total amount of the check and total service charge collected. The Union Representative and the employees shall be permitted to inspect the banquet employee compensation records during usual office business hours.

ARTICLE 22

Housekeeping Department

22.1 Room Attendants. No housekeeping employee shall be required to clean an unreasonable number of rooms. Effective May 1, 2015, Room Attendants shall not be required to clean more than fifteen (15) rooms total in an eight (8) hour shift. Effective the start of the next

full pay period following ratification of this Agreement, Room Attendants scheduled on a Saturday or Sunday shall not be required to clean more than fourteen (14) checkouts and one (1) stay-over in an eight (8) hour shift and will be paid the extra room bonus in accordance with Section 21.4 for rooms cleaned over this amount in an eight (8) hour shift. The extra room bonus shall increase in accordance with the below schedule in Section 21.4.

22.2 Floor Lead Persons. No floor lead person shall be required to inspect an unreasonable number of rooms.

22.3 Assistance. A housekeeping employee may request assistance when the nature of the work is quite difficult or hard to perform. No room attendant shall be required to perform work which requires standing on a ladder, chair, bathtub, or vanity. The Employer agrees to discuss with the Union, upon request, any concerns about the workload of housekeeping employees.

22.4 Room Bonus. Effective May 1, 2021, Room Attendants who clean more than fifteen (15) rooms in an eight (8) hour shift shall be paid \$6.75 per room in addition to their base pay. Effective November 1, 2021, room attendants who clean more than 15 rooms in an eight (8) hour shift shall be paid \$7.50 per room in addition to their base pay.

→ Presidential/Imperial Suite shall count as 5 credits, 3 credits for parlor.

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

22.6 Guest Beds/Extra Beds. Housekeepers will be paid \$2.00 for each rollaway/cot made up in the room that was part of their daily room assignment for stay overs.

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

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

Cleaning Supplies. A list of all cleaning products used by employees will be provided to the Union once per year upon request.

22.9 Renovations. In the event that the Hotel renovates rooms, adds significant amenities to rooms, or makes any other significant changes which would affect the daily workload of the room attendants the Employer agrees to provide the Union with reasonable notice of the changes.

22.10 Gratuities. The Employer and the Union agree that gratuities left by guests in hotel guest rooms are for the exclusive benefit of room attendants unless the guest explicitly indicates otherwise. Whenever business needs allow, Room Attendants shall be responsible for removing a gratuity from a guest room, and Room Attendants shall have the opportunity to be the first Employee to enter the guest rooms after guest checkout.

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

22.12 Leave Early Program: Effective for a period of eighteen (18) months beginning from the start of the next full pay period following ratification of this Agreement, the Employer will implement the following on a trial basis:

- a. Room Attendants eligible for the Leave Early Program who successfully complete their assigned daily quota (minimum of 15 rooms) within six (6) hours may, with management approval, leave early (no more than two (2) hours prior to the end of the scheduled shift) but will still be paid for their full scheduled shift.
- b. To be eligible for the Leave Early Program, a Room Attendant must satisfy the following conditions:
 1. A minimum of six (6) months' continuous service in the Room Attendant classification.
 2. An average monthly Quality Inspection score of at least ninety-five percent (95%) based upon the three (3) months preceding the Quarter review dates identified in Paragraph (c) (the "Eligibility Standard").
 3. Each Room Attendant will receive a minimum of twenty (20) room cleanliness inspections per month to determine the Quality Inspection score.
- c. The Quarters shall be January through March; April through June; July through September; and October through December. Room Attendants will be scored at the end of each Quarter to determine whether they are eligible for the Leave Early Program.

Eligible Room Attendants who fall below the Eligibility Standard will be given the month of February, May, August, or November, depending on the Quarter in which the Room Attendant fell below the Eligibility Standard, to be re-scored, to bring their score back within the Eligibility Standard. Room Attendants will remain eligible during the month subject to re-scoring. If the Room Attendant still fails to meet the Eligibility Standard, they will be ineligible for the Leave Early Program for the following month and the next Quarter.

ARTICLE 23
Dining Rooms and Lounge

23.1 Coupon/Vouchers. Servers and Bartenders shall be paid a service fee of fifteen percent (15%) of menu price (or menu price equivalent) on all food and beverage served in conjunction with any coupon, voucher, or complimentary program (i.e., "Bounce Back".)

23.2 Servers with Banks. All servers who are required to make change out of banks which are carried on their person will be paid a premium of \$2.00 per shift.

23.3 Guest Seating. All guest parties shall be seated in a rotation order so as to ensure a fair distribution of the workload, consistent with guest preference and table availability.

ARTICLE 24
Room Service Department

24.1 Room Service Servers shall receive fifteen percent (15%) and Room service Captains shall receive two percent (2%) of the menu price (or equivalent) on all ala carte orders delivered by the room service department. In no event shall room service servers receive less than \$2.00 on any single ala carte delivery to any one room. Percentage increase above sixteen percent (16%) will be discussed between the union and the hotel.

a. Room service servers shall receive seventy-five percent (75%) of the service charge on the menu price (or equivalent) on all hospitality suite deliveries.

b. In-House Charges Fees. Room Service servers shall be paid \$2.00 for each in house amenity delivery.

Towers

AM Set-up	\$10.00 + \$2.00 per visit to replenish
PM Set-up	\$8.00 + \$2.00 per visit to replenish

ARTICLE 25
State and Federal Law

25.1 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.

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

ARTICLE 26
ESL Program

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

26.1 English Proficiency. While English is the language of the workplace, the Employer recognizes the right of Employees to use the language of their choice when speaking amongst themselves during work hours, provided that such conversations are conducted in a manner that is respectful of guests and other Employees, does not interfere with the conduct of business or the Employees' performance of work, and is consistent with quality guest service.

ARTICLE 27
Labor Management Committee

27.1 Labor Management Committee. The parties agree to form and actively utilize a Labor Management Committee in order to improve upon the cooperative working relationship by addressing on-going concerns in the business. The committee shall not address grievances, negotiate changes to this agreement or create company policies that fall within the realm of Article 4. The committee shall consist of no more than six (6) members of management and six (6) employees determined by the Union. The Union Business Agent and a representative from Human resources shall participate in an advisory capacity. The committee shall meet on a regular basis as determined by the members, as long as such meetings do not interfere with the employees' job responsibilities or the operation of the Hotel.

ARTICLE 28
Medical Examinations

The Employer may require and pay for physical and medical examinations, including drug testing, 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 29
Health and Welfare

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

a) Effective May 1, 2019, the Employer agrees to contribute to the Fund three dollars and thirty cents (\$3.30) for each hour paid to all employees under the jurisdiction of this Agreement.

Effective May 1, 2020, the Employer agrees to contribute to the Fund three dollars and forty-five cents (\$3.45) for each hour paid to all employees based on the April 2020 hours.

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

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

Effective May 1, 2023, the Employer agrees to contribute to the Fund four dollars and two cents (\$4.02) for each hour paid to all employees based on the April 2023 hours.

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

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

- b) Benefits. The Fund Trustees are expressly authorized to adjust benefit levels and/or eligibility for same to maintain the solvency of the Fund.
- c) Employer Obligation. The Employer's obligation to contribute to the Health and Welfare Fund is limited to the amount of contribution specified in Article 21.
- d) The Trustees are directed to develop a dependent child well-care program Under the jurisdiction of the Fund.
- e) Employees pay no premium cost for individual benefits during the term of the agreement, but the Trustees reserve the right to make benefit

adjustments to keep the Fund solvent and viable.

- f) The Union will ensure that prior to November 1st, 2014, and each year thereafter, that the Employer will receive a letter from the fund stating that all terms of the Health and Welfare fund for the next year are in compliance with the Affordable Care Act (ACA). If the Employer fails to receive such letter, or that the fund is not in compliance, the Employer may request that the contract be re-opened to negotiate provision(s) to the fund to comply with the ACA.

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

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

29.4 Delinquency Enforcement. In enforcing the Employer's obligation set forth in this Article after due notice to the Employer of his delinquency, neither the Union nor the Fund shall be obligated to invoke or exhaust the Grievance and Arbitration Procedure set forth in Article 10 prior to initiating an action for legal and/or equitable relief.

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

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

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

ARTICLE 30
Defined Contribution Plan

30.1 The current Defined Contribution Plan shall be merged into the UNITE HERE National Plus Plan. Employees shall be permitted and encouraged to participate in the companion 401K Plan and make contributions on their own behalf with pre-tax dollars in addition to the Employer contribution. The Employers shall cooperate with the representatives of the National Plus Plan to ensure that employees are afforded the opportunity to sign up for and participate in the Plan. The National Plus Plan provides for individually directed accounts by employees for both the Employer and employee portions of contributions. Vesting is as follows: Employee contribution: 100% from first dollar. Employer contribution: two (2) years of service. Employee shall earn one-half (1/2) year of service if they have four hundred (400) hours in the Plan Year and one (1) year of service if they have one thousand (1,000) hours in the Plan Year. These meetings will be conducted by the Plan professionals. Thereafter, employees shall be given Plan materials by the Employer. Such Plan materials shall be provided by the Plan.

30.2 Effective May 1, 2006, the Employer shall contribute thirty-five cents (\$0.35) per hour on all hours paid for all employees with one (1) year of service or who are vested in the Plan.

ARTICLE 31
Successors and Assigns

This Agreement shall be binding upon the successors, assigns, purchasers, lessees, or transferee of an Employer whether such succession, assignment or transfer be affected voluntarily or by operation of law or by merger or consolidation with another company, provided the establishment remains in the same line of business.

ARTICLE 32
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.

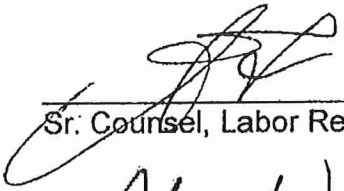
ARTICLE 33
Term of Agreement

This Agreement shall be in effect for a period of four years commencing on the 1st day of May 2019 and shall continue to and including the thirtieth (30th) day of April 2025 and be automatically renewed thereafter, unless at least sixty (60) days prior to the termination date either party serves written notice upon the other by certified mail of a desire to terminate, change or modify this Agreement.

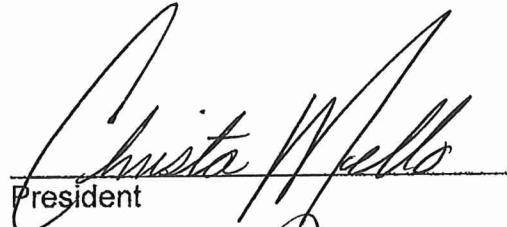
IN WITNESS WHEREOF, the Employer and the Union hereby execute, sign and attest to this Agreement this 15 day of November, 2021.

FOR HILTON HOTEL EMPLOYER LLC
d/b/a/ HILTON MINNEAPOLIS

FOR UNITE HERE LOCAL NO. 17



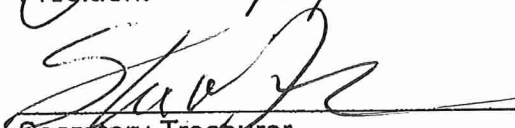
Sr. Counsel, Labor Relations



President



Human Resources Director



Secretary-Treasurer

HILTON MINNEAPOLIS

Appendix A Minimum Wage Rates by Job Classification

*The schedule of increases prior to November 1, 2021, as set forth below is provided for illustrative purposes only. Effective at the start of the first full pay period after ratification of this Agreement, the Hotel will increase the applicable rates to the rates effective as of May 1, 2021, as if all the listed increases had gone into effect as scheduled, but the increases will not be applied retroactively, and no employee will receive any retroactive pay for any past increase listed below.

Room Service	5-1-19	11-1-19	5-1-20	11-1-20	5-1-21	11-1-21	5-1-22	11-1-22	5-1-23	11-1-23	5-1-24	11-1-24
	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%

Captain

Applicable Minimum Wage + \$1.85 + PTO adjustment rate

Servers

Applicable Minimum Wage + PTO adjustment rate

Ordertaker												
Start	\$13.77	\$14.01	\$14.26	\$14.51	\$14.76	\$15.02	\$15.25	\$15.48	\$15.71	\$15.95	\$16.19	\$16.43
12 Months	\$14.97	\$15.23	\$15.50	\$15.77	\$16.05	\$16.33	\$16.57	\$16.82	\$17.07	\$17.33	\$17.59	\$17.85
24 Months	\$15.70	\$15.97	\$16.25	\$16.53	\$16.82	\$17.11	\$17.37	\$17.63	\$17.89	\$18.16	\$18.43	\$18.71
36 Months	\$16.47	\$16.76	\$17.05	\$17.35	\$17.65	\$17.96	\$18.23	\$18.50	\$18.78	\$19.06	\$19.35	\$19.64
48 Months	\$17.18	\$17.48	\$17.79	\$18.10	\$18.42	\$18.74	\$19.02	\$19.31	\$19.60	\$19.89	\$20.19	\$20.49

Banquets	5-1-19	11-1-19	5-1-20	11-1-20	5-1-21	11-1-21	5-1-22	11-1-22	5-1-23	11-1-23	5-1-24	11-1-24
	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%

Server

Applicable Minimum Wage + PTO adjustment rate

Cocktail Servers

Applicable Minimum Wage + PTO adjustment rate

Bartender												
Start	\$11.54	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$
12 Months	\$12.17	\$ Min\$	\$ Min\$	\$ Min\$	\$ Min\$	\$ Min\$	\$ Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$
24 Months	\$12.82	\$12.82	\$12.82	\$Min\$	\$ Min\$	\$ Min\$	\$ Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$
36 Months	\$13.84	\$13.84	\$13.84	\$13.84	\$13.84	\$ Min\$	\$ Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$
Bar Porter												
Start	\$12.12	\$12.33	\$12.55	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$
12 Months	\$13.23	\$13.46	\$13.70	\$13.94	\$14.18	\$14.43	\$14.65	\$Min\$	\$15.09	\$15.32	\$15.55	\$15.78
24 Months	\$13.85	\$14.09	\$14.34	\$14.59	\$14.85	\$15.11	\$15.34	\$15.57	\$15.80	\$16.04	\$16.28	\$16.52
36 Months	\$14.52	\$14.77	\$15.03	\$15.29	\$15.56	\$15.83	\$16.07	\$16.31	\$16.55	\$16.80	\$17.05	\$17.31
48 Months	\$15.13	\$15.39	\$15.66	\$15.93	\$16.21	\$16.49	\$16.74	\$16.99	\$17.24	\$17.50	\$17.76	\$18.03

Host/Hostess Service Assist												
Start	\$13.91	\$14.15	\$14.40	\$14.65	\$14.91	\$15.17	\$15.40	\$15.63	\$15.86	\$16.10	\$16.34	\$16.59
12 Months	\$15.15	\$15.42	\$15.69	\$15.96	\$16.24	\$16.52	\$16.77	\$17.02	\$17.28	\$17.54	\$17.80	\$18.07
24 Months	\$15.89	\$16.17	\$16.45	\$16.74	\$17.03	\$17.33	\$17.59	\$17.85	\$18.12	\$18.39	\$18.67	\$18.95
36 Months	\$16.70	\$16.99	\$17.29	\$17.59	\$17.90	\$18.21	\$18.48	\$18.76	\$19.04	\$19.33	\$19.62	\$19.91
48 Months	\$17.36	\$17.66	\$17.97	\$18.28	\$18.60	\$18.93	\$19.21	\$19.50	\$19.79	\$20.09	\$20.39	\$20.07
Bus Person												
Start	\$11.70	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$
12 Months	\$12.78	\$13.00	\$13.23	\$13.46	\$13.70	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$15.02	\$15.25
24 Months	\$13.41	\$13.64	\$13.88	\$14.12	\$14.37	\$14.62	\$14.84	\$15.06	\$15.29	\$15.52	\$15.75	\$15.99
36 Months	\$14.09	\$14.34	\$14.59	\$14.85	\$15.11	\$15.37	\$15.60	\$15.83	\$16.07	\$16.31	\$16.55	\$16.80
48 Months	\$14.66	\$14.92	\$15.18	\$15.45	\$15.72	\$16.00	\$16.24	\$16.48	\$16.73	\$16.98	\$17.23	\$17.49

Attendant												
Start	\$11.80	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$
12 Months	\$12.54	\$12.76	\$12.98	\$Min\$	\$13.44	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$
24 Months	\$13.28	\$13.51	\$13.75	\$13.99	\$14.23	\$14.25	\$14.48	\$14.70	\$15.14	\$15.37	\$15.60	\$15.83
36 Months	\$14.02	\$14.27	\$14.52	\$14.77	\$15.03	\$15.29	\$15.52	\$15.75	\$15.99	\$16.23	\$16.47	\$16.72
48 Months	\$14.75	\$15.01	\$15.27	\$15.54	\$15.81	\$16.09	\$16.33	\$16.57	\$16.82	\$17.07	\$17.33	\$17.59

Banquets	5-1-19	11-1-19	5-1-20	11-1-20	5-1-21	11-1-21	5-1-22	11-1-22	5-1-23	11-1-23	5-1-24	11-1-24
	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%

Senior Captain

Applicable Minimum Wage + \$2.85 + PTO adjustment rate

Captain

Applicable Minimum Wage + \$1.85 + PTO adjustment rate

Servers

Applicable Minimum Wage + PTO adjustment rate

Bartender												
Start	\$11.54	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$
12 Months	\$12.17	\$ Min\$	\$ Min\$	\$ Min\$	\$ Min\$	\$ Min\$	\$ Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$
24 Months	\$12.82	\$12.82	\$12.82	\$Min\$	\$ Min\$	\$ Min\$	\$ Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$
36 Months	\$13.84	\$13.84	\$13.84	\$13.84	\$13.84	\$ Min\$	\$ Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$
Bar Porter												
Start	\$12.12	\$12.33	\$12.55	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$
12 Months	\$13.23	\$13.46	\$13.70	\$13.94	\$14.18	\$14.43	\$14.65	\$Min\$	\$15.09	\$15.32	\$15.55	\$15.78
24 Months	\$13.85	\$14.09	\$14.34	\$14.59	\$14.85	\$15.11	\$15.34	\$15.57	\$15.80	\$16.04	\$16.28	\$16.52
36 Months	\$14.52	\$14.77	\$15.03	\$15.29	\$15.56	\$15.83	\$16.07	\$16.31	\$16.55	\$16.80	\$17.05	\$17.31
48 Months	\$15.13	\$15.39	\$15.66	\$15.93	\$16.21	\$16.49	\$16.74	\$16.99	\$17.24	\$17.50	\$17.76	\$18.03

Event Services	5-1-19	11-1-19	5-1-20	11-1-20	5-1-21	11-1-21	5-1-22	11-1-22	5-1-23	11-1-23	5-1-24	11-1-24
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Head Houseperson	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
Start	\$14.37	\$14.62	\$14.88	\$15.14	\$15.40	\$15.67	\$15.91	\$16.15	\$16.39	\$16.64	\$16.89	\$17.14
12 Months	\$15.63	\$15.90	\$16.18	\$16.46	\$16.75	\$17.04	\$17.30	\$17.56	\$17.82	\$18.09	\$18.36	\$18.64
24 Months	\$16.44	\$16.73	\$17.02	\$17.32	\$17.62	\$17.93	\$18.20	\$18.47	\$18.75	\$19.03	\$19.32	\$19.61
36 Months	\$17.27	\$17.57	\$17.88	\$18.19	\$18.51	\$18.83	\$19.11	\$19.40	\$19.69	\$19.99	\$20.29	\$20.59
48 Months	\$17.97	\$18.28	\$18.60	\$18.93	\$19.26	\$19.60	\$19.89	\$20.19	\$20.49	\$20.80	\$21.11	\$21.43
Houseperson												
Start	\$12.97	\$13.20	\$13.43	\$13.67	<u>\$13.91</u>	\$Min\$	<u>\$14.37</u>	\$Min\$	\$Min\$	\$15.03	\$15.26	\$15.49
12 Months	\$14.16	\$14.41	\$14.66	\$14.92	\$15.18	\$15.54	\$15.68	\$15.92	\$16.16	\$16.40	\$16.65	\$16.90
24 Months	\$14.85	\$15.11	\$15.37	\$15.64	\$15.91	\$16.19	\$16.43	\$16.68	\$16.93	\$17.18	\$17.44	\$17.70
36 Months	\$15.59	\$15.86	\$16.14	\$16.42	\$16.71	\$17.00	\$17.26	\$17.52	\$17.78	\$18.05	\$18.32	\$18.59
48 Months	\$16.23	\$16.51	\$16.80	\$17.09	\$17.39	\$17.69	\$17.96	\$18.23	\$18.50	\$18.78	\$19.06	\$19.35

Culinary	5-1-19	11-1-19	5-1-20	11-1-20	5-1-21	11-1-21	5-1-22	11-1-22	5-1-23	11-1-23	5-1-24	11-1-24
Lead Cook	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
Start	\$18.54	\$18.86	\$19.19	\$19.53	\$19.87	\$20.22	\$20.52	\$20.83	\$21.14	\$21.46	\$21.78	\$22.11
12 Months	\$20.20	\$20.55	\$20.91	\$21.28	\$21.65	\$22.03	\$22.36	\$22.70	\$23.04	\$23.39	\$23.74	\$24.10
24 Months	\$21.18	\$21.55	\$21.93	\$22.31	\$22.70	\$23.10	\$23.45	\$23.80	\$24.16	\$24.52	\$24.89	\$25.26
36 Months	\$22.23	\$22.62	\$23.02	\$23.42	\$23.83	\$24.25	\$24.61	\$24.98	\$25.35	\$25.73	\$26.12	\$26.51
48 Months	\$23.14	\$23.54	\$23.95	\$24.37	\$24.80	\$25.23	\$25.61	\$25.99	\$26.38	\$26.78	\$27.18	\$27.59
Cook 1												
Start	\$17.29	\$17.59	\$17.90	\$18.21	\$18.53	\$18.85	\$19.13	\$19.42	\$19.71	\$20.01	\$20.31	\$20.61
12 Months	\$18.81	\$19.14	\$19.47	\$19.81	\$20.16	\$20.51	\$20.82	\$21.13	\$21.45	\$21.77	\$22.10	\$22.43
24 Months	\$19.77	\$20.12	\$20.47	\$20.83	\$21.19	\$21.56	\$21.88	\$22.21	\$22.54	\$22.88	\$23.22	\$23.57
36 Months	\$20.74	\$21.10	\$21.47	\$21.85	\$22.23	\$22.62	\$22.96	\$23.30	\$23.65	\$24.00	\$24.36	\$24.73
48 Months	\$21.59	\$21.97	\$22.35	\$22.74	\$23.14	\$23.54	\$23.89	\$24.25	\$24.61	\$24.98	\$25.35	\$25.73
Cook 2												
Start	\$16.88	\$17.18	\$17.48	\$17.79	\$18.10	\$18.42	\$18.70	\$18.98	\$19.26	\$19.55	\$19.84	\$20.14
12 Months	\$18.41	\$18.73	\$19.06	\$19.39	\$19.73	\$20.08	\$20.38	\$20.69	\$21.00	\$21.32	\$21.64	\$21.96
24 Months	\$19.30	\$19.64	\$19.98	\$20.33	\$20.69	\$21.05	\$21.37	\$21.69	\$22.02	\$22.35	\$22.69	\$23.03
36 Months	\$20.26	\$20.61	\$20.97	\$21.34	\$21.71	\$22.09	\$22.42	\$22.76	\$23.10	\$23.45	\$23.80	\$24.16
48 Months	\$21.08	\$21.45	\$21.83	\$22.21	\$22.60	\$23.00	\$23.35	\$23.70	\$24.06	\$24.42	\$24.79	\$25.16
Cook 3												
Start	\$15.55	\$15.82	\$16.10	\$16.38	\$16.67	\$16.96	\$17.21	\$17.47	\$17.73	\$18.00	\$18.27	\$18.54
12 Months	\$16.92	\$17.22	\$17.52	\$17.83	\$18.14	\$18.46	\$18.74	\$19.02	\$19.31	\$19.60	\$19.89	\$20.19
24 Months	\$17.78	\$18.09	\$18.41	\$18.73	\$19.06	\$19.39	\$19.68	\$19.98	\$20.28	\$20.58	\$20.89	\$21.20
36 Months	\$18.66	\$18.99	\$19.32	\$19.66	\$20.00	\$20.35	\$20.66	\$20.97	\$21.28	\$21.60	\$21.92	\$22.25
48 Months	\$19.41	\$19.75	\$20.10	\$20.45	\$21.81	\$21.17	\$21.49	\$21.81	\$22.14	\$22.47	\$22.81	\$23.15
Pantry												
Start	\$12.82	\$13.04	\$13.27	\$13.50	<u>\$13.74</u>	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$Min\$	\$15.06	\$15.29

12 Months	\$13.95	\$14.19	\$14.44	\$14.69	\$14.95	\$15.21	\$15.44	\$15.67	\$15.91	\$16.15	\$16.39	\$16.64
24 Months	\$14.60	\$14.86	\$15.12	\$15.38	\$15.65	\$15.92	\$16.16	\$16.40	\$16.65	\$16.90	\$17.15	\$17.41
36 Months	\$15.34	\$15.61	\$15.88	\$16.16	\$16.44	\$16.73	\$16.98	\$17.23	\$17.49	\$17.75	\$18.02	\$18.29
48 Months	\$15.95	\$16.23	\$16.51	\$16.80	\$17.09	\$17.39	\$17.65	\$17.91	\$18.18	\$18.45	\$18.73	\$19.01
Baker												
Start	\$16.88	\$17.18	\$17.48	\$17.79	\$18.10	\$18.42	\$18.70	\$18.98	\$19.26	\$19.55	\$19.84	\$20.14
12 Months	\$18.41	\$18.73	\$19.06	\$19.39	\$19.73	\$20.08	\$20.38	\$20.69	\$21.00	\$21.32	\$21.64	\$21.96
24 Months	\$19.30	\$19.64	\$19.98	\$20.33	\$20.69	\$21.05	\$21.37	\$21.69	\$22.02	\$22.35	\$22.69	\$23.03
36 Months	\$20.26	\$20.61	\$20.97	\$21.34	\$21.71	\$22.09	\$22.42	\$22.76	\$23.10	\$23.45	\$23.80	\$24.16
48 Months	\$21.08	\$21.45	\$21.83	\$22.21	\$22.60	\$23.00	\$23.35	\$23.70	\$24.06	\$24.42	\$24.79	\$25.16

Housekeeping	5-1-19	11-1-19	5-1-20	11-1-20	5-1-21	11-1-21	5-1-22	11-1-22	5-1-23	11-1-23	5-1-24	11-1-24
Floor Lead Person	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
Start	\$14.80	\$15.06	\$15.32	\$15.59	\$15.86	\$16.14	\$16.38	\$16.63	\$16.88	\$17.13	\$17.39	\$17.65
12 Months	\$16.14	\$16.42	\$16.71	\$17.00	\$17.30	\$17.60	\$17.86	\$18.13	\$18.40	\$18.68	\$18.96	\$19.24
24 Months	\$16.90	\$17.20	\$17.50	\$17.81	\$18.12	\$18.44	\$18.72	\$19.00	\$19.29	\$19.58	\$19.87	\$20.17
36 Months	\$17.77	\$18.08	\$18.40	\$18.72	\$19.05	\$19.38	\$19.67	\$19.97	\$20.27	\$20.57	\$20.88	\$21.19
48 Months	\$18.46	\$18.78	\$19.11	\$19.44	\$19.78	\$20.13	\$20.43	\$20.74	\$21.05	\$21.37	\$21.69	\$22.02
Room Attendant												
Start	\$13.20	\$13.43	\$13.67	\$13.91	\$14.15	\$14.40	\$14.62	\$15.00	\$15.06	\$15.29	\$15.52	\$15.75
12 Months	\$14.41	\$14.66	\$14.92	\$15.18	\$15.45	\$15.72	\$15.96	\$16.20	\$16.44	\$16.69	\$16.94	\$17.19
24 Months	\$15.10	\$15.36	\$15.63	\$15.90	\$16.18	\$16.46	\$16.71	\$16.96	\$17.21	\$17.47	\$17.73	\$18.00
36 Months	\$15.86	\$16.14	\$16.42	\$16.71	\$17.00	\$17.30	\$17.56	\$17.82	\$18.09	\$18.36	\$18.64	\$18.92
48 Months	\$16.51	\$16.80	\$17.09	\$17.39	\$17.69	\$18.00	\$18.27	\$18.54	\$18.82	\$19.10	\$19.39	\$19.68
Turn Down Attendant												
Start	\$13.20	\$13.43	\$13.67	\$13.91	\$14.15	\$14.40	\$14.62	\$15.00	\$15.06	\$15.29	\$15.52	\$15.75
12 Months	\$14.41	\$14.66	\$14.92	\$15.18	\$15.45	\$15.72	\$15.96	\$16.20	\$16.44	\$16.69	\$16.94	\$17.19
24 Months	\$15.10	\$15.36	\$15.63	\$15.90	\$16.18	\$16.46	\$16.71	\$16.96	\$17.21	\$17.47	\$17.73	\$18.00
36 Months	\$15.86	\$16.14	\$16.42	\$16.71	\$17.00	\$17.30	\$17.56	\$17.82	\$18.09	\$18.36	\$18.64	\$18.92
48 Months	\$16.51	\$16.80	\$17.09	\$17.39	\$17.69	\$18.00	\$18.27	\$18.54	\$18.82	\$19.10	\$19.39	\$19.68
Houseperson												
Start	\$13.20	\$13.43	\$13.67	\$13.91	\$14.15	\$14.40	\$14.62	\$15.00	\$15.06	\$15.29	\$15.52	\$15.75
12 Months	\$14.41	\$14.66	\$14.92	\$15.18	\$15.45	\$15.72	\$15.96	\$16.20	\$16.44	\$16.69	\$16.94	\$17.19
24 Months	\$15.10	\$15.36	\$15.63	\$15.90	\$16.18	\$16.46	\$16.71	\$16.96	\$17.21	\$17.47	\$17.73	\$18.00
36 Months	\$15.86	\$16.14	\$16.42	\$16.71	\$17.00	\$17.30	\$17.56	\$17.82	\$18.09	\$18.36	\$18.64	\$18.92
48 Months	\$16.51	\$16.80	\$17.09	\$17.39	\$17.69	\$18.00	\$18.27	\$18.54	\$18.82	\$19.10	\$19.39	\$19.68
Lobby Porter												
Start	\$13.20	\$13.43	\$13.67	\$13.91	\$14.15	\$14.40	\$14.62	\$15.00	\$15.06	\$15.29	\$15.52	\$15.75
12 Months	\$14.41	\$14.66	\$14.92	\$15.18	\$15.45	\$15.72	\$15.96	\$16.20	\$16.44	\$16.69	\$16.94	\$17.19
24 Months	\$15.10	\$15.36	\$15.63	\$15.90	\$16.18	\$16.46	\$16.71	\$16.96	\$17.21	\$17.47	\$17.73	\$18.00

36 Months	\$15.86	\$16.14	\$16.42	\$16.71	\$17.00	\$17.30	\$17.56	\$17.82	\$18.09	\$18.36	\$18.64	\$18.92
48 Months	\$16.51	\$16.80	\$17.09	\$17.39	\$17.69	\$18.00	\$18.27	\$18.54	\$18.82	\$19.10	\$19.39	\$19.68
Laundry Lead												
Start	\$16.69	\$16.98	\$17.28	\$17.58	\$17.89	\$18.20	\$18.47	\$18.75	\$19.03	\$19.32	\$19.61	\$19.90
12 Months	\$18.22	\$18.54	\$18.86	\$19.19	\$19.53	\$19.87	\$20.17	\$20.47	\$20.78	\$21.09	\$21.41	\$21.73
24 Months	\$19.07	\$19.40	\$19.74	\$20.09	\$20.44	\$20.80	\$21.11	\$21.43	\$21.75	\$22.08	\$22.41	\$22.75
36 Months	\$20.01	\$20.36	\$20.72	\$21.08	\$21.45	\$21.83	\$22.16	\$22.49	\$22.83	\$23.17	\$23.52	\$23.87
48 Months	\$20.85	\$21.21	\$21.58	\$21.96	\$22.34	\$22.73	\$23.07	\$23.42	\$23.77	\$24.13	\$24.49	\$24.86
Laundry Attendant												
Start	\$13.20	\$13.43	\$13.67	\$13.91	\$14.15	\$14.40	\$14.62	\$15.00	\$15.06	\$15.29	\$15.52	\$15.75
12 Months	\$14.41	\$14.66	\$14.92	\$15.18	\$15.45	\$15.72	\$15.96	\$16.20	\$16.44	\$16.69	\$16.94	\$17.19
24 Months	\$15.10	\$15.36	\$15.63	\$15.90	\$16.18	\$16.46	\$16.71	\$16.96	\$17.21	\$17.47	\$17.73	\$18.00
36 Months	\$15.86	\$16.14	\$16.42	\$16.71	\$17.00	\$17.30	\$17.56	\$17.82	\$18.09	\$18.36	\$18.64	\$18.92
48 Months	\$16.51	\$16.80	\$17.09	\$17.39	\$17.69	\$18.00	\$18.27	\$18.54	\$18.82	\$19.10	\$19.39	\$19.68
Uniform Attendant												
Start	\$13.20	\$13.43	\$13.67	\$13.91	\$14.15	\$14.40	\$14.62	\$15.00	\$15.06	\$15.29	\$15.52	\$15.75
12 Months	\$14.41	\$14.66	\$14.92	\$15.18	\$15.45	\$15.72	\$15.96	\$16.20	\$16.44	\$16.69	\$16.94	\$17.19
24 Months	\$15.10	\$15.36	\$15.63	\$15.90	\$16.18	\$16.46	\$16.71	\$16.96	\$17.21	\$17.47	\$17.73	\$18.00
36 Months	\$15.86	\$16.14	\$16.42	\$16.71	\$17.00	\$17.30	\$17.56	\$17.82	\$18.09	\$18.36	\$18.64	\$18.92
48 Months	\$16.51	\$16.80	\$17.09	\$17.39	\$17.69	\$18.00	\$18.27	\$18.54	\$18.82	\$19.10	\$19.39	\$19.68

Stewarding	5-1-19	11-1-19	5-1-20	11-1-20	5-1-21	11-1-21	5-1-22	11-1-22	5-1-23	11-1-23	5-1-24	11-1-24
Lead Steward	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
Start	\$14.81	\$15.07	\$15.33	\$15.60	\$15.87	\$16.15	\$16.39	\$16.64	\$16.89	\$17.14	\$17.40	\$17.66
12 Months	\$16.17	\$16.45	\$16.74	\$17.03	\$17.33	\$17.63	\$17.89	\$18.16	\$18.43	\$18.71	\$18.99	\$19.27
24 Months	\$16.91	\$17.21	\$17.51	\$17.82	\$18.13	\$18.45	\$18.73	\$19.01	\$19.30	\$19.59	\$19.88	\$20.18
36 Months	\$17.78	\$18.09	\$18.41	\$18.73	\$19.06	\$19.39	\$19.68	\$19.98	\$20.28	\$20.58	\$20.89	\$21.20
48 Months	\$18.48	\$18.80	\$19.13	\$19.46	\$19.80	\$20.15	\$20.45	\$20.76	\$21.07	\$21.39	\$21.71	\$22.04
Buffet Runner												
Start	\$13.55	\$13.79	\$14.03	\$14.28	\$14.53	\$14.78	\$15.00	\$15.23	\$15.46	\$15.69	\$15.93	\$16.17
12 Months	\$14.76	\$15.02	\$15.28	\$15.55	\$15.82	\$16.10	\$16.34	\$16.59	\$16.84	\$17.09	\$17.35	\$17.61
24 Months	\$15.46	\$15.73	\$16.01	\$16.29	\$16.58	\$16.87	\$17.12	\$17.38	\$17.64	\$17.90	\$18.17	\$18.44
36 Months	\$16.22	\$16.50	\$16.79	\$17.08	\$17.38	\$17.68	\$17.95	\$18.22	\$18.49	\$18.77	\$19.05	\$19.34
48 Months	\$16.89	\$17.19	\$17.49	\$17.80	\$18.11	\$18.43	\$18.71	\$18.99	\$19.27	\$19.56	\$19.85	\$20.15
Steward												
Start	\$13.20	\$13.43	\$13.67	\$13.91	\$14.15	\$14.40	\$14.62	\$15.00	\$15.06	\$15.29	\$15.52	\$15.75
12 Months	\$14.41	\$14.66	\$14.92	\$15.18	\$15.45	\$15.72	\$15.96	\$16.20	\$16.44	\$16.69	\$16.94	\$17.19
24 Months	\$15.10	\$15.36	\$15.63	\$15.90	\$16.18	\$16.46	\$16.71	\$16.96	\$17.21	\$17.47	\$17.73	\$18.00
36 Months	\$15.86	\$16.14	\$16.42	\$16.71	\$17.00	\$17.30	\$17.56	\$17.82	\$18.09	\$18.36	\$18.64	\$18.92

48 Months	\$16.51	\$16.80	\$17.09	\$17.39	\$17.69	\$18.00	\$18.27	\$18.54	\$18.82	\$19.10	\$19.39	\$19.68
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Shift Differential. Employees scheduled to work a shift where the majority of hours fall between 11:00 p.m. and 4:00 a.m. will receive a shift differential of one dollar (\$1.00) per hour for all hours worked during that shift.

Employees shall not be paid less than the applicable minimum wage. If a rate in the wage grid is below the minimum wage it will be increased to the applicable minimum wage.

OVER SCALE – MINIMUM WAGE EMPLOYEES – All regular tipped employees who are above the state minimum wage shall remain at that hourly rate for the duration of the Agreement or move to the new minimum wage should that provide an increase during the life of the Agreement.

PROMOTION OR TRANSFERS – Employees promoted to another classification shall move to the next higher pay rate in the new classification except those employees who have been employed less than one (1) year and move to a lower paying classification shall be moved to the Step they are currently in.

*** Over scale employees will receive the same percentage rate increase

*** Employees at accelerated rates will get their increases as they move to their next progression step.

APPENDIX B
Seniority Classification

RESTAURANT

1. Food Server
2. Bus Person
3. Host/Hostess

ROOM SERVICE

4. Captain
5. Server
6. Order Taker/Cashier

BANQUETS

7. Senior Captain
8. Captain
9. Server
10. Bartender
11. Bar Porter

EVENT SERVICES

12. Lead Houseperson
13. Houseperson

LOUNGE

14. Bartender
15. Cocktail Server
16. Bar Porter

CULINARY

17. Lead Cook/Demi Chef
18. Cook 1
19. Cook 2
20. Prep Cook 3
21. Pantry
22. Baker

STEWARDING

23. Steward Lead Person
24. Steward

HOUSEKEEPING

25. Floor Lead Person
26. Room Attendant
27. Turn Down Attendant
28. Housepersons
29. Lobby Porter

LAUNDRY

30. Laundry Lead Person
31. Laundry Attendant
32. Uniform Attendant

APPENDIX C

BANQUET AND EVENT SERVICE ADDENDUM

Notwithstanding any provision of this contract to the contrary, the parties have agreed to the following provisions to be applied to banquet and event service employees.

A. Banquet Employees Seniority.

- a. Regular Full Time List. The Employer shall maintain a regular Banquet Captain, Server, and Banquet Bartender list which shall contain all regular full time banquet service employees who work on a full-time call basis for the Hotel. The seniority list for all Regular Banquet employees shall be posted every three (3) months or upon request by the Union.
- b. Regular Part Time List. The Employer shall maintain a regular part time Banquet Server list which shall contain part-time banquet employees who work on a regular basis for the Hotel. Regular part time banquet employees shall be available for a minimum of three (3) shifts per week to maintain their part-time ranking. Those banquet employees who are not on either list will be considered "on call" employees and shall not accrue seniority.
- c. Seniority Standing. Regular full time Banquet Servers going to the Regular part time list will be "dovetailed" based on seniority date. Regular part time Banquet Servers going to the Regular full-time list shall go to the bottom of the list with their seniority based on date of transfer.

B. Banquet Scheduling.

1. All regular full time Banquet Servers shall be scheduled for eight (8) shifts weekly, when work is available, and up to ten (10) shifts, at management's discretion, if business levels warrant. Extra shifts shall be offered and filled by seniority after the part time servers have been scheduled.
2. The part time Banquet Servers shall be scheduled for three (3) mandatory shifts per week. The part time Banquet Servers shall then be offered up to three (3) additional shifts per week before the full time or on call servers. This is based on availability of shifts after the full-time servers are scheduled.
3. The Employer will follow seniority in scheduling additional servers as needed except when the need is within a twenty-four (24) hour period. When within a twenty-four (24) hour period the employer will follow seniority based upon the availability of the employee. If the employee cannot be contacted, then that employee shall be passed over and the next employee in order of seniority will be contacted.
 - a. The banquet schedule will be posted by 10:00 a.m. each Thursday.

- b. Any changes in the schedule shall be noted by color coding.
- c. The hourly tip share shall be calculated on a daily basis and posted on a weekly basis each Tuesday after payroll has been adjusted.
- d. The current procedure for requesting PTO time shall remain the same (two times a year, February, and August). Additional requests will be accepted no earlier than forty-five (45) days in advance and shall be responded to within seven (7) days.

C. Compensation.

Banquet Employee Compensation.

- a. In addition to the wage rate set forth in the Schedule of Wages, Banquet employees shall receive the banquet employees service charge as set forth below: House Total Service Charge, Food Sales – Minimum 22% Servers and Captains 13.25% Event Services 1.25%
- b. The service charge shall be pooled, divided on a daily basis and paid from a biweekly pool based on hours worked. Each Server and Captain shall receive an equal portion of the service charge based on the total number of hours worked on that day. Event Services service charges are divided on a biweekly basis and paid from the biweekly pool based on hours worked.
- c. Service Charge on Complimentary Functions. Servers who work a promotional, complimentary, donated, or house function for which the Hotel does not charge the guest the full price, will be paid a service charge percentage consistent with the above schedule. The service charge will be calculated on the equivalent menu price or retail value of the function.
- d. Carving, Pasta, Stir Fry Station. If it is necessary to schedule a Banquet service employee to work in the above station, the banquet service employee will be paid \$9.00 plus gratuities while performing these duties per past practice. The employee so scheduled shall be included in the daily tip pool.
- e. Action Stations. If it is necessary to schedule a banquet service employee to work an action station, the banquet service employee will be paid their base wage plus gratuities while performing these duties per past practice. The employee so scheduled shall be included in the daily tip pool. In addition, the daily tip pool shall receive 50% of the Action Station fee that may be charged by the Hotel only if collected by the Hotel
- f. Guest Provided Items. In the event guests provide wine or liquor, the service charge will be based on entry level retail price points

per bottle. Any other guest or promotional item events; the cost per person will be shared prior to event.

D. Distribution of Banquet Bartender Service Charge.

The service charge shall be paid to the Bartender or Bartenders working the function. Where more than one (1) Bartender is assigned to the function the service charge shall be divided among the Bartenders based on hours worked on that function, including set-up time, bartending time, and tear-down time. Bar Porter split as per current practice.

Extra Bartender Fee - When the Hotel collects a Bartender labor fee of One hundred fifty dollars (\$150) Fifty dollars (\$50.00) will be added to the Bartender tip pool.

Host Bars.

When no server stays for clean-up (at standalone Host Bar)

Bartender – 62% of employee share
Porter – 38% of employee share

When a server stays for clean-up

Bartender – 62% of employee share
Porter – 30% of employee share
Server – 8% of employee share

Self-Service Bars.

When set up and serviced by a Porter

Porter – 100% of employee share

When set up by a Porter and serviced by Banquet Servers

Porter – 30% of employee share
Daily Pool – 70% of employee share

When set up by and serviced by Banquet servers

Daily Pool – 100% of employee share

Host Wine Sales.

Servers – 70% of employee share
Bartenders/Porters – 30% of employee share

Miscellaneous.

1. Article 6, Section 6.1 - Minimum Rates - With respect to the direct cost item fringe benefits identified in Article 6, section 1, the parties agree to the following additions:

- a. Education Assistance: The Hotel agrees to maintain its corporate policy of educational assistance to employees.
- b. Complimentary Hotel Rooms: The Hotel agrees to maintain its corporate policy of complimentary hotel rooms for employees seeking rooms at Hilton Branded Hotels that are owned and managed.
- c. On Call Team Members. (Referring back to Article 9 –Seniority) All On-Call team members in any classification are not allowed to be scheduled before a Full-time or Part-time team member has sufficient shifts. If the Full-time and Part-time team member, at their request, is not available then it may be offered to an On Call team member.

**APPENDIX D
LETTER OF UNDERSTANDING/CASH SALES**

*The Hotel will pay the Banquet or Team member Fourteen Dollars and Twenty-Five cents (\$14.25) per hour plus tip share. When Minimum Wage increases the Cash Sales rate will increase the same amount of the increase *The prices of our cash sales items will be inclusive and gratuity will be backed out.

Event Services shall receive their percentage in all functions.

*All Servers and Captains will be scheduled to work cash sales on a rotating basis starting from the bottom of the second list and going up toward the most senior team member. Captains will work as servers when they work cash sales.

*If you are able to trade your schedule shift to another server, it will count as your turn.

*If you call off sick or hour shift is cancelled, you will be rescheduled for another shift

*The Cash Sales shifts will not be counted as one of the team member's regular shifts.

*The inclusive gratuity that is backed out of the sales will be added to the daily gratuity totals and the servers will be placed on the tip point for that day. The hours that they work will also be added into the daily total hours to calculate the tip point for the day.

*Booking and/or cancellation of cash sale banquet function events will be determined by management.


*Staffing guidelines of cash sale banquet function events will be determined by management.

*The servers will perform their normal job duties on the set up and break down of the cash sales banquet function events.

*The servers can count their bank at the beginning of their shift and when it is given to management and at the end of their shift.

Local 17

By:



President

Its:

Hilton Hotel Employer LLC
d/b/a Hilton Minneapolis

By: _____

Its: _____

