

# COLLECTIVE BARGAINING AGREEMENT

Between

MHC SPH LLC

Managing

THE SAINT PAUL HOTEL

And

UNITE HERE UNION LOCAL 17 AFL-CIO

September 1, 2021, to August 31, 2026

## INDEX

AGREEMENT	4
ARTICLE 1 PURPOSE AND COVERAGE	4
ARTICLE 2 COMPLETE AGREEMENT	5
ARTICLE 3 UNION RIGHTS	6
ARTICLE 4 MANAGEMENT RIGHTS	8
ARTICLE 5 NO STRIKE - NO LOCKOUT	9
ARTICLE 6 PAY, GRATUITIES AND JOB CLASSIFICATIONS	10
ARTICLE 7 MEALS, UNIFORMS AND EMPLOYEE AREAS	11
ARTICLE 8 HOURS OF WORK, OVERTIME & PREMIUM PAY	13
ARTICLE 9 SENIORITY	16
ARTICLE 10 GRIEVANCE AND ARBITRATION PROCEDURE	20
ARTICLE 11 DISCIPLINE AND DISCHARGE	23
ARTICLE 12 SUBCONTRACTING	25
ARTICLE 13 LEAVES OF ABSENCE	25
ARTICLE 14 PREGNANCY PROTECTION	29
ARTICLE 15 PANIC BUTTONS	29
ARTICLE 16 IMMIGRATION	30
ARTICLE 17 TECHNOLOGICAL CHANGES AND AUTOMATION	31
ARTICLE 18 PAID TIME OFF	32
ARTICLE 19 SICK AND SAFE TIME	34
ARTICLE 20 BANQUET DEPARTMENT	35
ARTICLE 21 HOUSEKEEPING DEPARTMENT	38
ARTICLE 22 CULINARY	39
ARTICLE 23 STATE AND FEDERAL LAW	39

ARTICLE 24 MEDICAL EXAMINATIONS	40
ARTICLE 25 DRUG & ALCOHOL TESTING	40
ARTICLE 26 HEALTH AND WELFARE	40
ARTICLE 27 PENSION	42
ARTICLE 28 SUCCESSORS AND ASSIGNS	43
ARTICLE 29 SAVINGS CLAUSE	35
ARTICLE 30 401K	38
ARTICLE 31 WORKPLACE LANGUAGES	43
ARTICLE 32 SAFETY	44
ARTICLE 33 TERM OF AGREEMENT	44
APPENDIX "A" WAGE RATES BY CLASSIFICATION	45
APPENDIX B SENIORITY CLASSIFICATIONS	50
APPENDIX C SCHEDULE OF BENEFITS	51
APPENDIX D ADDENDUM	52

## AGREEMENT

THIS AGREEMENT, entered into between the UNITE HERE Union, Local 17 AFL-CIO, hereinafter referred to as the Union, and the MHC SPH LLC managing The Saint Paul Hotel, hereinafter referred to as the 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 employees in the food, steward, beverage, service and housekeeping departments and engineering and maintenance department employees, but excluding all clerical employees; i.e., secretaries, accounting, front office, sales and catering clerical, receiving clerks and telephone operators, sales personnel, supervisory employees; e.g., housekeeping and floor supervisors, Sous chef, executive steward, managerial, guards and professional employees, all such exclusions as defined by the National Labor Relations Act, as amended.

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

1.4 - Productivity – Employees are expected to honor the principle or “a fair day’s work for a fair day’s pay.” The continued success and operation of this facility is recognized as dependent upon delivery of excellent services to guests. All employees are required to begin work promptly at their designated starting time and upon completion of mealtimes and rest periods.

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 employees are expected to honor the principle of an 'a fair day's pay'. The continued success and operation of the Employer's business is recognized as dependent upon delivery of excellent services to the Employer's guests. 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 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 newly negotiated renewal agreement 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 for the Hotel.

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

3.3 - Checkoff -

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

b) In the event the Employer is delinquent (i.e., the 15th of each month following the month for which the dues were withheld) in submitting the deductions to the Union, the Union shall not be obligated to invoke or exhaust the Grievance or Arbitration Procedures set forth in this Agreement prior to initiating action for legal or equitable relief. In addition to the principal amount owed, the Employer shall be liable for eight percent (8%) interest per annum, on a pro-rata basis, on the delinquency and reasonable attorney fees and costs incurred in the collection of the delinquency, provided the Union gives the Employer at least fourteen (14) calendar days' written notice of default before the Employer would incur any of the additional liabilities.

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

3.5 - Electronic Authorizations - The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may

express such authorizations by submitting to the Union a written application form, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state or federal law.

3.6 - 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 notify the Union and the Union Steward of all new employees upon hire. Each newly hired bargaining unit employee shall, during the employees first 30 days of employment, be scheduled at a time mutually agreeable to the parties, but no longer than 15 minutes, for an orientation which shall be provided by the Union.

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

3.8 - Union Buttons - All employees shall be permitted to wear their official Union button and/or official steward button, provided the button size is no larger than the present buttons.

3.9 - Union Stewards - 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 to perform their job duties as any other employee covered by the Agreement and shall not interrupt employees while working.

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

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

3.12 - Copies of Agreement – The Employer agrees to provide a copy of the Collective Bargaining Agreement to all new hires along with the Employer’s handbook and/or rules. The Union will continue to provide copies of the CBA to the Employers consistent with the past practice.

3.13 - 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 on any authorization or list which shall be furnished to the Employer by the Union under any such provisions.

ARTICLE 4  
MANAGEMENT RIGHTS

4.1 - Management Rights - 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 Employer's Labor Relations Representative.

ARTICLE 5  
NO STRIKE - NO LOCKOUT

5.1 - No Strikes or Lockouts - The Union agrees that there shall not be any strike, 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 if requested to do so by the Employer.

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

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

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.

6.2 - Merit Increases - The wage scale as set forth in the Schedule of Wages of this Agreement reflects minimum rates and does not prohibit an employee from receiving a higher wage. The Employer shall notify the Union of any such increases.

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

6.7 - Business Costs - In accordance with applicable laws, employees shall not have unauthorized deductions made from their checks for such business costs as walkouts, bad checks, incorrect credit card stamps, addition errors, over pouring, cash register shortages or breakages.

6.8 - Gratuities -

a) All gratuities shall be the sole property of the serving person or persons. The Employer shall not require employees to divide 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) Room service ala carte checks shall contain an eighteen percent (18%) service charge. On all other functions room service servers shall receive the banquet server service charge.

d) Employees shall reimburse the Employer tips paid on returned credit card charges provided proof of guest's failure to pay the Employer is shown to the employee.

e) In-House Functions - Ala Carte service persons shall receive fifteen percent (15%) of the menu price when serving in-house functions in dining rooms and bars.

f) 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.

g) An eighteen percent (18%) gratuity will be automatically placed on all parties of eight (8) or more.

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 10.3.

## ARTICLE 7 MEALS, UNIFORMS AND EMPLOYEE AREAS

### 7.1 - Meals -

a) The Employer shall provide each employee with one (1) meal per shift free of cost. The Employer shall provide meals which are palatable and wholesome. Selection of meal items shall be available to include two (2) hot entrees. The meal shall be served under clean and sanitary conditions.

b) Meal periods shall be an uninterrupted one-half (1/2) hour for which the employee is not to be compensated. If employees are required to work any portion of the meal period, they shall receive the regular hourly rate for the entire meal period. No present employee shall suffer a wage reduction or be imposed with added hours through the effect of this Agreement. Present meal periods shall not be increased in order to defeat the purpose of this section. Employees must punch out or sign out for meal periods. There will be no automatic deduction of the half hour.

7.2 - Uniforms - The Employer shall provide uniforms and the laundering and upkeep for cooks, servers, bus persons, banquet servers, bartenders, cocktail servers,

housekeeping, and other classifications of employees as are required to wear uniforms. While, in order to continue to deliver premium service and experience, the Employer shall at all times retain discretion in choosing and designating the uniform to be worn, it agrees to consider the working conditions in which any uniform will be worn in making such choices and designations. Further, where extreme conditions exist, and an employee raises a concern about the uniform with the Employer, the Employer agrees to make temporary accommodations when deemed appropriate to deal with extreme conditions.

a) Servers, cocktail, bus persons and bartenders in the food and beverage outlets shall receive eighty-five dollars (\$85.00) per calendar year in lieu of being provided with uniform shirts and the laundering and upkeep of such uniform shirts.

b) The Hotel will provide a clothing allowance of \$300 annually for uniform outfits for Host/Hostess as outlined for other employees in Section 7.2. Such uniforms will be individualized to the person, and appropriate to the atmosphere. Outfits will be purchased by the employee and reimbursed with approved receipts.

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

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

7.5 - Shoe Purchase Plan - The Employer will continue to make available discounted work shoes.

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

7.7 - Equipment and Supplies- The Employer shall provide Employees with sufficient supplies, equipment, and cleaning materials needed for the timely, safe, efficient, and effective performance of their duties.

ARTICLE 8  
HOURS OF WORK, OVERTIME & PREMIUM PAY

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

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

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. It is understood and agreed that no employee shall be required to work in excess of the standard workday shift (i.e., beyond eight (8) working hours), except where the employee is scheduled, by agreement, to work a ten (10) working hour shift, in which case the employee will not be required to work in excess of ten (10) working hours. Employees may be asked to stay beyond eight working hours, however, they will in no event be required to do so, and they will not be disciplined or retaliated against for exercising their right to refuse. Where an employee believes they have been forced or pressured to work in excess of eight (or ten, where applicable) hours in a day, they may report the circumstances to human resources with no fear of retribution or retaliation, and human resources will review the facts and issue discipline and/or reminders to supervisors as appropriate.

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

8.5 - Weekly Overtime Pay - All non-exempt employees, except Banquet Captains, Banquet Leads and Banquet Servers, shall receive overtime pay for all hours worked in excess of forty (40) hours per standard workweek.

8.6 - Premium Pay for 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 rate of pay for all hours worked on the employee's seventh (7th) consecutive day of work. This provision does not apply to Banquet employees.

8.7 - No Guarantee - 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, meaning that the most senior shall be given the option to work, while, if necessary, employees will be required to work in reverse seniority order.

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

8.9 - Work Schedules - 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. No employee may be required to work on an on-call basis; however, employees choosing to work on-call will be notified by management at least two (2) hours prior to report in time, if needed to work.

8.10 - Replacements - Employees shall not be required to provide a replacement for themselves. Servers shall be required to replace themselves in accordance with the negotiated scheduling policy. Any replacement obtained by an employee must be pre-approved by Management. Replacement employee's seniority status shall not be subject to the grievance and arbitration procedures contained within this agreement.

8.11 - Report-in-Pay -

a) An employee called in and reporting for work as scheduled without prior notice received by the employee not to so report shall receive a minimum of 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, cooks, stewarding, and housekeeping shall receive report-in-pay of four (4) hours work or four (4) hours pay. Report in pay shall be paid at the Tipped Employees Adjusted Rate for tipped employees.

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

8.12 - Meetings - An employee who attends a mandatory employer meeting that is held on the employee's scheduled day off or is not held within two (2) hours of the employee's scheduled shift, shall receive two (2) hours of pay or work. An employee who attends a voluntary meeting (not parties or general sessions that are informational in nature) shall be paid for the time spent at such meeting. This provision shall not result in a seventh (7th) day premium. Employees will be paid for actual time for Employee Council or Safety meetings.

8.13 - Time Off – Employees shall, to the extent practicable, schedule doctor's and dentist's appointments on non-workdays or during non-work hours. If unable to do so, employees shall have the right to request to take that portion of the workday off that is necessary for doctor and/or dentist appointments. Such requests shall not be unreasonably denied. Employees needing such time off shall notify the Employer one (1) week in advance whenever possible. Employees shall provide proof of necessary time off at the Employer's request.

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

8.15 - Changing Time - All employees required to change into uniforms prior to their shift shall receive a ten (10) minute paid changing time consistent with the Fair Labor Standards Act.

8.16 - Time Clock - The Hotel shall maintain an employee time clock for purposes of recording an employee's time and presence on the property. Employees are required to punch-in when coming into the hotel and to punch-out when leaving the premises. This same clocking-in and clocking-out will also apply to the employee's meal period. The Hotel time clock shall be the official hotel time resource for all purposes under this Agreement. It is understood that employees may be required to use an automated timekeeping system instead of a traditional time clock.

8.17 - Rest Breaks - The hotel shall provide two (2) ten (10) minute paid rest breaks during each eight (8) hour shift where practicable. An employee scheduled to work a minimum of four (4) consecutive hours or more will be provided a minimum ten (10) minutes paid rest break. An employee, who does not take a paid rest break, may not leave before the end of their shift for that reason. Employees are not required to take their paid rest break. Refreshments will be provided when available and do not represent special cost to the Hotel.

8.18 - Bargaining Unit Work - Non-covered employees shall not perform bargaining unit work during any given shift, except for last minute emergencies, training employees, high volume periods, to cover needed work when employees are absent or unavailable or when employees ask for assistance. Non-bargaining employees does not refer to or include temporary agency workers, i.e., persons utilized from a third-party employment agency.

8.19 - Rest Between Shifts - No Employee shall be scheduled to work less than eight (8) hours from the end of their last scheduled shift unless agreed to by the employee, or in the case of an emergency.

8.20 - Hours of Work (10-hour schedules) - Where an Employee is scheduled to work a ten (10) hour shift, the Employee will be entitled to overtime pay in accordance with paragraph 8.5.

## ARTICLE 9 SENIORITY

### 9.1 - Definition -

a) Seniority shall mean continuous length of service in the establishment from first day of work in the classifications covered by this Agreement after completing probation. Such classifications are set forth in Appendix B, incorporated herein. With the exception of the banquet service 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.

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

9.2 - Same Start Date - In the event two (2) or more employees begin work on the same day, a numerical suffix will be attached to the seniority date of such employees based on the last four digits of the employee's social security number. The employee with the lowest four-digit number shall be deemed the most senior.

9.3 - Probationary Period - New Employees - Any new employee shall be employed on a sixty (60) day trial or probationary basis, during which time they may be discharged without recourse; provided, however, that this probationary period 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 trial period, they shall be placed on the seniority list and their seniority shall then date from the first day of their current period of employment.

9.4 - Probation Period - New Classification - An employee promoted to a higher



classification shall serve twenty (20) working days 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. Employees so returning to previous work shall suffer no loss of seniority.

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

- a) Employees shall be laid off and returned to work according to their length of service in their respective job classifications as set out in 9.6 and 9.8 below.
- b) Scheduling of PTO time.
- c) Offering of overtime work and requiring in reverse order.
- d) Employees may exercise their seniority to not work New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, 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 one (1) week notice prior to the posted schedule. 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 - 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. For purposes of scheduling, employees changing shifts or food and beverage locations shall go to the bottom of that list.
- 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) Department Scheduling - Employees working within a classification but moving into a different location shall initially be scheduled on the basis of their seniority using the date entering the new location.

j) 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.

k) 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 provisions (8.11), 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. Employees shall be given a minimum of three (3) days' notice prior to layoff.

9.7 - Bumping - Bumping shall not be permitted except in cases of layoff as described in 9.6 and 9.8.

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

9.9 - Notice of Recall - Where an employee is notified at the time of layoff when they are to report back to work, they will promptly report at such time without further notice. When an employee is not notified at the time of layoff when 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) Voluntary quitting.
- b) Discharge for cause.
- c) Failure to return to work after recall as provided.
- d) Failure to return to work promptly at the end of an authorized leave of absence, unless due to Act of God.
- e) Remaining on layoff for longer than twenty-four (24) months.
- f) Terminates employment from the regular schedule and works on an intermittent call-basis only.

9.11 - Job Posting - New job openings will be posted for a minimum of five (5) days, including the weekend and will be awarded to qualified applicants. The Employer shall take reasonable steps to encourage internal promotion applications. If qualifications are equal, seniority shall prevail, however the employer may consider the employee's active disciplinary record. The job opening may be filled from any source on a temporary basis during its vacancy.

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

9.12 - Cross Training - In an effort to maximize the schedules of all full-time and regular part-time employees, voluntary cross-training will be developed and utilized. Employee's cross-training outside their classification shall be considered "casual" employees and shall have no seniority rights in such classification.

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

An updated seniority list shall be posted every six (6) months in all departments.

9.14 - Lead Employees - Lead employees in the bargaining unit will be scheduled according to their classification seniority unless they are needed at specific times to perform supervisory duties. The Employer may select bargaining unit lead employees without regard to seniority. Lead employees may be demoted to non-lead status with no recourse to the grievance and arbitration procedure. Demoted employees may exercise their seniority as an exception to 9.7, Bumping, and assume the schedule to which their seniority entitles them. Except as agreed upon in the Memorandum of Understanding dated September 21, 2021, employees shall be paid an additional two dollars (\$2.00) an hour above the applicable classification wage when working as a Lead Employee.

## 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 Step1 if they so desire.

Step 2 - If the grievance is not satisfactorily settled in Step 1 the aggrieved employee or a representative shall notify Human Resources of the matter within three (3) business days. Human Resources shall respond to the matter within three (3) business days.

Step 3 - If the grievance is not satisfactorily settled in Step 1 or 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, or 14 business days after the Step 2 response from Human Resources is received by the employee to file a written grievance with the Director of Human Resources, provided however, the fourteen (14) calendar day requirement and the written grievance requirement may be waived by mutual written agreement. Failure to file such written grievance within fourteen (14) calendar days and not to exceed 20 days from the date of the occurrence, applicable only if Step 1 and Step 2 are followed, shall result in such grievance being presumed to be without merit and it shall be barred from further consideration. The written grievance shall set forth the facts giving rise to the grievance, including the date and persons involved, and designate the provisions of the Agreement which allegedly have been violated.

Step 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 - Employer/Union Grievances - Any grievance the Employer or Union may have raised within the time limits set forth in Step 3, Section 10.1 above, shall be reduced to writing and submitted to the other Party's designated representative who will arrange a meeting according to the provisions set out in Step 4, section 10.1 above. If the matter is not satisfactorily settled in Step 4, the grievance may be processed through the Arbitration Procedure.

10.3 - 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 acceptance of the grievance as stated and the remedy requested shall be accepted and enforced.

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

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

The Party desiring to arbitrate shall request the Federal Mediation and Conciliation Service (with a copy of such request to the opposite Party) to furnish the Parties with a panel of nine (9), if available, or 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, four (4) names from the list of nine (9) persons, three (3) names from a list of seven (7) the

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

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

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

The time limits for requesting arbitration are mandatory and failure to comply with them will result in the grievance being barred and permanently waived and will not be submitted to arbitration. The time limit may be extended by mutual written agreement.

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

10.7 - Arbitrator Limitations - The Arbitrator shall not have the power to add to, ignore, or modify any of the terms, conditions, or sections of this Agreement. Their decision shall not go beyond what is necessary for the interpretation and application of this Agreement in the case of the specific grievance at issue. The Arbitrator shall not substitute their judgment for that of the Parties in the exercise of rights granted or retained by this Agreement.

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

10.9 - 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 - 10.8 set forth above before attempting to take the matter elsewhere.

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

Provided, however, the progressive discipline set forth above need not be followed in the cases of:

- dishonesty;
- drunkenness, being under the influence of, or use of alcohol, illegal controlled substances, or improper use of prescription drugs (including sale or possession of drugs);
- falsification of employment records, time records, guest checks or credit card vouchers;
- abusive, profane, or obscene language or behavior to a guest or fellow worker;
- unlawful behavior on Hotel property;
- deliberate refusal to perform assigned work or follow a supervisor's order;
- carelessness resulting in serious accident to self, fellow workers, guest or serious damage to hotel or guest property;
- immoral acts which tend to bring the Hotel into disrepute; or
- gross discourtesy to guests or customers.
- possession of dangerous or unauthorized materials such as firearms or explosives;
- stealing, misusing, or inappropriately removing or possessing Hotel property;

- malicious destroying of property belonging to another employee or the Hotel;
- solicitation of tips;
- failing to report a work-related accident or filing a fraudulent claim;
- violating confidentiality/privacy of guest or employee;

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

11.3 - Warning Notices - Cancellation – Warning notices shall not be used as a basis for discipline after a period of twelve (12) months provided there have been no other written notices of a similar nature. The foregoing provisions notwithstanding, warning notices and other developmental work sheet documents will continue to remain in an employee's file even though such documents shall not be used as a basis for progressive discipline after twelve (12) months.

11.4 - Suspension and Discharges – All suspensions and discharges will be in written form and copies will be mailed/emailed/faxed to the Union immediately upon issuance of such notices. Except as may be mutually agreed to otherwise, discharges will be preceded by a suspension, during which an investigation of the incident leading to the discharge will be conducted. No employee shall be placed on suspension pending investigation status longer than five (5) days. An issue brought by an employee or group of employees, to HR or another representative of the Hotel, shall be responded to within seven (7) days. Time limits may be extended by mutual agreement.

11.5 - Disciplinary Meetings - If a meeting is held for disciplinary purposes, the affected employee shall have the right to have a Union Steward and/or Union representative present and shall be informed of such right prior to the meeting being held.

11.6 - Interpretation - If an employee requests an interpreter, the parties will each attempt to locate one at no cost. If a no-cost interpreter cannot be located in a reasonable time, the parties (the Union and the Employer) agree to split the cost of the interpreter. Nothing herein shall be construed to require the Employer to place written coaching or warnings in multiple languages, and it is understood that no written coaching or warning shall be invalidated because it is not in multiple languages.

11.6 - 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. The Employer may decline to give the employee the



name of a 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 the arbitration hearing if so directed by the Arbitrator.

11.7 - 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.

11.8 - 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 SUBCONTRACTING

12.1 - Temporary Employees - The Employer may continue to use temporary employees in the manner in which it used them prior to this Agreement. This includes but is not limited to: (1) coverage for events such as banquets; (2) when employees call out or are on leave; (3) business demands and (4) emergencies. On or before the later of the following events, the temporary employee must either be terminated by or offered permanent (i.e., non-temporary) employment with the Hotel: (a) 480 hours of work within a period of six (6) months as a temporary for the Hotel or (b) that date fifteen (15) calendar days after the temporary employee may be hired without charge from the temporary employee service provider. The employer shall not hire temporary employees for the purpose of avoiding hiring regular employees.

## ARTICLE 13 LEAVES OF ABSENCE

13.1 - Leaves for Personal Reasons - Any employee desiring a leave of absence from the job because of extraordinary personal or family circumstances must first secure written permission from the Employer. The Employer shall not be expected to grant a leave of absence that will interfere with the Employer's operations. Leaves of absence shall be without pay. During a leave of absence, the 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, vacation, or other benefits shall not accrue during the leave unless the leave is for thirty (30) days or less.

Any conviction which results in an incarceration will not be eligible for a personal leave

of absence.

13.2 - Leaves for Injury and Sickness - Medical and Family Leave - Employees who have completed their probationary period shall be granted unpaid personal medical leave for up to one (1) year when they are unable to perform the functions of their position due to personal illness or injury. Provided, however, that employees who have completed their probationary period but have not yet worked at least 1,040 hours shall be granted unpaid personal medical leave up to a maximum of ninety (90) days. If medically necessary, medical leave may be taken on an intermittent or reduced schedule basis, consistent with the Family and Medical Leave Act.

Medical certification shall not be required for illness or injuries requiring medical leaves of up to three (3) days duration. For longer leaves, the Employer may require medical certification to support a claim for medical leave for an employee's own serious health condition or for Family and Medical Leave Act leave taken to care for a family member with a serious health condition. For medical leaves in excess of thirty (30) days, employees shall be required to submit periodic medical certifications for each successive thirty (30) day periods.

Employees ready to return to work from a personal medical leave in excess of three (3) days shall furnish the Employer with medical certification that they are fit to return to the duties of their job. The Employer will have up to seven (7) days after notification in which to reinstate the employee.

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

13.4 - Maternity Leave - A pregnant employee shall be granted a leave without pay on the same basis as the leaves set forth in 13.2 above. While the employee continues to work, the Employer may require a written statement from her physician as to how long she may work without endangering her health or that of the unborn child and her continuing ability to perform fully all the duties of her job.

13.5 - Child Care Leave - 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. The employee shall notify the Employer in writing of such intent three (3) months prior to the leave. Seniority shall accrue during such leave.

13.6 - 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 re-established, 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.

13.7 - Jury Duty - Any regular employees, exclusive of probationary, on-call or extra employees, required to serve on court jury (not grand jury), shall be given a leave of absence for the jury duty period and shall be paid the difference between their jury pay and the wages they otherwise would have earned during straight-time hours of available employment at their regular rate. Tipped Employees shall receive \$18/hour for jury duty pay.

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

- a) Available for Work and Notice - Employee must be available for work on the regular workday immediately preceding and following jury duty; and must notify the Employer prior to jury service and at the end of each week of jury duty.
- b) Jury Service of Half Day - Jury service of a half day or less requires the employee to make themselves immediately available for work for the rest of the day.
- c) Evidence of Jury Duty Pay - Employees shall submit evidence of jury duty service before pay will be made.
- d) Expenses - the Employer is not responsible for paying for or reimbursing parking or meal expenses incurred by the employee while serving on jury duty.

13.8 - Bereavement Leave - All regular employees, exclusive of probationary, on-call or extra employees, are eligible for bereavement pay and leave, when an employee's bereavement involves death in their immediate family. Employee shall notify management as soon as possible.

- a) Maximum Pay - Maximum funeral pay shall be three (3) days immediately preceding and/or including the funeral/mourning day. Employees shall be paid within these limits only for time actually lost at employee's regular hourly rate or at the Tipped Adjusted Rate for those who qualify.
- b) Attendance and Notice - An employee must actually attend the funeral or mourning service of a member of their immediate family. Immediate family shall include wife, husband, domestic partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, stepparent, stepchild, grandchild, grandparents, and grandparents-in-law. An employee must also notify the Employer of the need for bereavement leave and, afterwards, of the

facts of the bereavement leave. A registration of Domestic Partnership from the City of St. Paul must be on file prior to the leave.

13.9 - Union Business -

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

b) In the event that an employee is elected 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.

13.10 - 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 Trust Fund ("Fund") to pay for the employee's group 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 other than personal leaves. Employees shall retain pre-leave seniority but shall not accrue seniority during personal leaves in excess of thirty (30) days. Failure to return to work after an authorized leave of absence shall result in termination.

PTO will not accrue during such leaves except in cases of work-related injury or illness compensable under worker's compensation. In such cases PTO shall accrue to a maximum of three months, provided, the employee is absent more than thirty (30) days. Seniority will continue to accrue during such leaves and previously accrued seniority shall be retained.

The Employer may attempt to recover the cost of medical premiums aid during a covered leave of absence should the employee fail to return to work as provided for

under the Family and Medical Leave Act.

13.11 - Coordination with Applicable Laws - The parties to this Agreement agree that the provisions of this entire Article 13 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 14 PREGNANCY PROTECTION

If an employee so requests, and consistent with both the employee and employers' obligations under applicable law, the employer shall provide a reasonable accommodation related to such employee's pregnancy, childbirth, or related conditions, so long as it does not pose an undue hardship. "Reasonable accommodation" may include, but not be limited to, more frequent restroom, food and water breaks, unpaid time off to recover from childbirth, temporary transfer to a less strenuous or less hazardous position, light duty, private non-bathroom space to express breast milk, assistance with manual labor, and modified work schedules. Any time off provided as a reasonable accommodation will run concurrently with any protected leave the employee is otherwise eligible to take under applicable law.

#### ARTICLE 15 PANIC BUTTONS

##### 15.1 - Panic Buttons -

a) Devices Within one (1) year of the date of this Agreement, the Employer shall provide a safety alarm to each employee assigned to work in a guest room without other employees present, at no cost to the employee. Each employee shall be required to carry the device with them at all times when working and to utilize such device when they believe there is an ongoing crime, harassment, or other emergency in the employee's presence. The devices shall be able to summon immediate on scene assistance to their location from another employee or security guard. The purpose of this section is to protect employee safety. The device may not be used to track or discipline for productivity-related issues. The employee in danger may cease work and leave the immediate area where the incident occurred to await the arrival of the employee or security personnel responsible for providing immediate assistance.

b) If an employee believes in good faith that they have been subjected to criminal conduct by a guest, they are not required to report it to the Hotel before contacting law Enforcement. If they report such conduct to law enforcement, they should also report it to the Hotel at the first opportunity. If not already done, the Hotel should promptly contact local law enforcement within the jurisdiction and immediately notify the employee that law enforcement has been contacted. Beyond that, in the event that the Employer receives an accusation that a guest has made an unwanted sexual advance, request for sexual conduct, or other verbal or physical conduct of a sexual nature towards an employee, the Employer will discharge its obligations under state and/or federal civil rights law, including conducting an investigation (as appropriate) and taking prompt remedial action. the Employer shall inform the complaining employee of the steps that were taken in response to the employee's accusation. Upon a reasonable request, the Employer shall reassign the employee to a different floor or work area away from the guest for the entire duration of the guest's stay.

c) If a guest is convicted of or pleads guilty to sexual or other criminal conduct against an employee, the Hotel shall inform the guest that they are prohibited from returning to the Hotel and shall maintain such prohibition for at least three (3) years from the date of the incident alleged in the statement.

d) The Employer shall not discipline nor otherwise adversely affect any employee for making a good faith complaint against a guest. It is understood that a complaint that is proven false does not constitute a good faith complaint.

## ARTICLE 16 IMMIGRATION

16.1 - The employer remains committed to hiring and employing legal immigrants. Employer recognizes the contributions such immigrants have made to the Hotel and has no interest in unnecessarily or hastily removing such valuable employees from its workforce. Employer is also committed to abiding by all applicable immigration and naturalization laws. In the event employer receives notice of a change in status for an existing employee, it is committed to giving that employee ample opportunity, consistent with governing law, to establish that they are permitted to continue to work for employer before ending employee's employment with employer, where required. With the understanding that the Employer will and must comply with governing law in all circumstances and that that law shall take precedent in the event of a conflict, Employer agrees as follows:

1. The Employer agrees that it will not take any adverse action against an employee solely as a result of change in immigration status, or the receipt of a no-match letter, unless required by federal law. Instead, Employer will advise the employee of the circumstance and give employee an opportunity to provide necessary paperwork, consistent with governing law.
2. Upon request, which must be made no less than fourteen (14) days in advance of the requested leave, an employee may be released for up to three (3) unpaid working days during the term of this Agreement in order to attend to DHS proceedings and any other related matters for the employee and the employee's immediate family (parent, spouse, and/or dependent child). Employer may require verification of such proceedings.
3. An employee who is subject to immigration or deportation proceedings shall not be discharged solely because of such pending proceedings, provided the employee remains authorized and available to work in the United States. Except as covered by paragraph 2 of this section, absences associated with such proceedings are not excused absences.

ARTICLE 17  
TECHNOLOGICAL CHANGES AND AUTOMATION

17.1 - The Employer shall give the Union as much advance notice as practical of any substantial technological change before it is implemented. If a technological change or automation substantially changes and employee's daily workload, the union may request to bargain over the effects of the change. If an agreement is not reached, the union may grieve and pursue arbitration according to Article 11 of the Agreement.

ARTICLE 18  
PAID TIME OFF

18.1 - PTO may be used for any reason the employee so chooses (e.g., rest and relaxation, vacation, doctor's appointments, volunteering, illnesses, sick & safe time as defined by St. Paul Ordinance *Sec. 233 et al.*, etc.). This PTO policy supersedes any previous policies related to vacation, sick leave, or personal time off.

18.2 - Eligibility - All regular full-time and part-time employees will be eligible to use accrued PTO after 90 days of service. Accrual begins on the first day of work on or after July 1, 2017.

18.3 - Accrual: Effective July 1, 2017, the accrual shall be as follows:

<u>Years of Service</u>	<u>PTO Hours</u>	<u>Accrual Rate</u>
1-364 days	48*	0.0333
1 Year	96**	0.0333
2 Years	136	0.0653
5 Years	152	0.0731
10 Years	184	0.0885
15 Years	200	0.0961
20 Years	224	0.1077

\* *One (1) hour earned for every thirty (30) hours worked, up to forty-eight (48) hours is available in the first year of employment.*

\*\* *The potential 96 hours of PTO available at the 1-year anniversary includes the hours earned in the first 364 days.*

\*\*\**Hosts/hostesses will accrue PTO at the non-union accrual rate based on 2080 hours paid in the accrual year.*

18.4 - Maximum PTO Carry-Over - Fifty-six (56) hours each year. Hours carried over may not be accumulated year to year or cashed out as outlined in Section 18.5 and will not be included in payout upon termination as outlined in Section 18.12. Hours carried over and not used in the subsequent year will be forfeited.

18.5 - Cash-Out -

Frequency – Once annually, on employee's anniversary.

Amount - all hours in excess of eighty-eight (88).

Date to Notify – Thirty (30) days prior to employee's anniversary.



18.6 - Rate of Pay for PTO - All PTO hours will be paid at the employee's hourly rate at the time the hours are taken or cashed out. Tipped employees (all servers, captains, bell, and door) will receive an additional \$6.50 per hour over their base rate on all PTO hours. Employees paid minimum wage may use sixty (60) hours of PTO in one (1) week when using it for actual time off.

18.7 - Scheduling - PTO hours must be taken in any increment of four (4) hours or more for each PTO day off. To the extent business requirements permit, employee requests for a specific period in which to take PTO will be honored. Furthermore, the most senior employees shall have preference as to the time they take PTO so far as the efficient operation of the business will permit. Where more than one (1) employee in a job classification desires their PTO at the same time, PTO periods will be assigned according to seniority. Employer and the employee may mutually agree upon time of PTO period.

Requests for PTO time which are submitted at least thirty (30) days in advance of the date requested will be granted in seniority order. Requests received less than thirty (30) days in advance of the requested date will be granted on a first come first served basis.

Except in cases of emergency as described in the next section, the Employer reserves the right to schedule PTO so it will not interfere with business operations. In all cases, the employee will be allowed to request PTO after 90 days of service.

The Employer shall respond to the employees' written PTO request within ten (10) days of receipt of such request if the PTO is to be scheduled within the next sixty (60) days.

b) Scheduling in Cases of Emergency: Occasionally, emergencies, illness, and other disruptions occur that could not have been planned in advance. Unplanned PTO may be approved in these situations where the situation is communicated to the supervisor at least four (4) hours before the start of the scheduled shift. When illnesses extend to three (3) or more days, medical certification may be required.

The employee must submit a Personnel Action Form (PAF) to the employee's supervisor upon return to work and no later than the Monday immediately following the close of the pay period.

18.8 - No Work During PTO - Once a request for PTO has been approved by the Employer, the PTO dates shall not be changed unless by mutual consent of the Employer and the employee. To receive PTO, the employee must work the regularly scheduled hours immediately preceding and following the requested PTO time.

18.9 - Integration - PTO may be integrated with workers compensation and disability benefits so that an employee receives that fraction of PTO which, when added to these other benefits, provides a total benefit equal to the employee's regular wage.

The Hotel will require employees to utilize all but thirty (30) hours of PTO during FMLA leaves.

18.10 - Health and Welfare - Contributions shall be made on all PTO hours paid to the employees as time off. The Employer is not required to make contributions on PTO which is cashed out.

18.11 – PTO Use Exclusion – Employees may not use PTO for any hours or days on which the employee is on disciplinary suspension.

18.12 – PTO Termination Payout – Employees who are discharged, except for gross misconduct, or who terminate their employment with proper notice (one week) shall be entitled to payout of any unused and available (earned) PTO. Employees who are terminated for gross misconduct, including but not limited to actions cited in Article 11 Section 11.1 shall forfeit all PTO. Employees who voluntarily quit without one (1) week notice shall receive a payout of fifty percent (50%) of their unused and available (earned) PTO.

## ARTICLE 19 SICK AND SAFE TIME

19.1 - Eligibility - All employees working at least eighty (80) hours per year, who are not eligible for PTO outlined in Article 18, including on-call employees, will be eligible to earn paid Sick & Safe Time based on the number of hours worked each year. While accrual begins at the first day of work on or after July 1, 2017, it is available for use after ninety (90) days of service.

19.2 - Accrual - Eligible employees will accrue one (1) hour of paid Sick & Safe Time for every thirty (30) hours worked, not to exceed forty-eight (48) hours accrued in a calendar year. Sick & Safe Time shall accrue in one (1) hour increments. Sick & Safe Time does not accrue in fractions of an hour.

19.3 - Maximum Accrual and Carryover - Up to 80 hours of accrued and unused Sick & Safe Time, as of December 31<sup>st</sup>, may be rolled over to the following calendar year. Employee may not accrue more than 80 hours at any given time.

19.4 - Uses - Employee may use accrued and available Sick & Safe Time for the following:

- Employee's own illness, injury, health condition, or preventative care
- To care for a family member for the same reasons above
- Domestic violence or personal safety issues for employee or a family member
- Certain business closures by order of a public official
- To care for a child whose school or place of care has been closed by order of

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

Once the Sick & Safe Time balance has been exhausted for the given year, any time off requested and approved would be unpaid. Sick & Safe Time is not used in overtime pay calculations.

19.5 - Rate of Pay - Sick & Safe Time is paid at the Employee's standard hourly rate for the hours missed during a scheduled shift and does not include compensation for lost tips or commissions.

19.6 - Scheduling - Sick & Safe Time may be used upon request and may be requested in four (4) hour increments. Requests must be made at least four (4) hours prior to the Employee's scheduled shift, absent extenuating circumstances that result in the Employee being unable or reasonably unable to provide such notice. Employee may be asked to provide reasonable documentation to ensure absences of three (3) days, or more are eligible.

19.7 - Termination - Unused Sick & Safe Time will not be paid out upon the end of employment. Where the employee is rehired within ninety (90) days of separation, previously earned Sick Time will be reinstated.

## ARTICLE 20 BANQUET DEPARTMENT

20.1 - 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.

20.2 - Banquet Employee Compensation -

a) In addition to the wage rate set forth in the Schedule of Wages banquet employees shall receive the banquet employee's service charge for each function they work.

b) On all banquet functions the Employer shall require the customers to pay a minimum twenty-two percent (22%) service charge on the number of meals paid for by the customer.

c) A service charge of twenty-two percent (22%) shall be distributed with fourteen percent (14%) being divided among the Banquet Servers, one and sixty-five one hundredths percent (1.65%) divided among the

set-up staff and one-half percent (½%) distributed to the Banquet Runner. The Hotel agrees to meet and discuss with the Union the issue of distribution in the event that a service charge above twenty-two percent (22%) is established. Any decrease in the service charge below – twenty-two percent (22%) shall be distributed pursuant to the ratio described in this section.

The service charge shall be pooled and divided equally on a daily basis and paid from a biweekly pool based on hours worked. Each Banquet Server, Lead, or Captain shall receive an equal portion of the service charge based on total number of hours worked on that day. Banquet Set-up & runner service charges are divided on a biweekly basis and paid from the biweekly pool based on hours worked.

d) Banquet employees shall receive 25% of any fees charged to the guest unless otherwise listed on this graph.

Fees paid to eligible Banquet employees:

Description	Portion to Employees
Bartender Fee when bar revenue is less than \$500 minimum	25%
Additional Bartender Fee when requested by client	50%
Additional Server Fee	50%
Suite/Guest Room Server Attended Event	50%
Cake Cutting Fee for cakes prepared outside hotel	\$0.50
Corkage Fee of any amount per Bottle	\$3.50
Chefs of \$75 per hour/2 hour min	\$25.00

e) Cash Bars - Service charges are not paid on cash bars. Hotel-approved tip jars are allowed on cash bars.

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

20.4 - Banquet Employees -

a) Regular - The Employer shall maintain a regular banquet servers and banquet bartender list which shall contain all regular banquet service employees who work on a full-time call basis. The seniority list of all regular banquet

employees shall be posted every three (3) months, and, upon request of the Union, the Hotel shall provide an updated list of all regular and all extra banquet employees to the Union.

b) Extra - The Employer shall maintain an extra banquet server list which shall contain all banquet servers who work on a part time on-call basis. Extra Banquet servers will work their first three (3) shifts as training shifts during which they will not be part of the service charge share. Extra Banquet servers who have not worked for a period of three (3) months shall be placed at the bottom of the list if shifts have been offered and refused in that time period.

c) Call-In Order - All regular banquet employees shall be offered work on the basis of their classification seniority on the regular list before any extra employee is offered work. Work shall be divided equitably among the regular banquet employees per their classification.

d) Leads – The employer may designate certain servers as “Leads”. Servers designated as a “Lead” will receive Captain’s pay as set forth in Appendix A. Leads will participate in the service charge pool.

e) Functions Cancelled - Any function canceled by the Hotel shall not be counted as a function worked and the employees will be re-scheduled on the basis of their seniority per classification.

f) Rejected Hours - If the employee voluntarily chooses not to work a scheduled function, the function will be counted as having been worked in terms of the equitable division of all functions among regular banquet employees per their classification.

g) Notice - A regular banquet server called to work with less than twelve (12) hours’ notice shall not be required to work.

20.5 - Banquet Employee Benefits - Regular banquet employees shall be granted the benefits listed below:

Jury Duty	-	Section 13.7
Bereavement Pay	-	Section 13.8
Paid Time Off	-	Article 18
Health & Welfare	-	Article 26
Pension	-	Article 27

According to the terms and conditions as set forth in the appropriate section(s) as shown; except Health and Welfare - all employees on the Banquet Full Time list will be covered.

20.6 - Employer Records - The Employer shall maintain records on all banquets and

functions and the amount of service charge or gratuities deposited with the Employer for the employees along with the actual amount or method of distribution submitted to the employee. On a weekly basis, the Employer will post a list of each banquet function together with the total amount of the check and total service charge collected. The Union representative shall be permitted to inspect the banquet employee compensation records during usual office business hours.

20.7 – Overtime Calculation:

Banquet Set-Up – Overtime will be calculated on all hours worked over forty (40) hours in any week.

ARTICLE 21  
HOUSEKEEPING DEPARTMENT

21.1 - Room Cleaning - Housekeeping employees shall not normally be required to clean more than fourteen (14) rooms per shift. In the event of unusual business, the Employer may require employees to do more rooms. Housekeepers assigned more than three (3) doubles shall have the total number of rooms assigned that day reduced by one (1) room. The employee shall be paid a bonus of eight dollars (\$8.00) for each room over fourteen (14) per eight (8) hour shift.

“No Service” rooms shall not be counted as a cleaned room. A housekeeper may be assigned other work in lieu of such rooms but shall not be required to leave early.

21.2 - Assistance - A housekeeping employee may request assistance when the nature of the work to be performed is quite difficult or hard to perform. No Housekeeper shall be required to perform work which requires standing on a chair, bathtub, or vanity.

21.3 - Multiple Floors - The Employer shall, as much as possible, assign room cleaning to housekeeping employees to one (1) floor each day. Housekeepers assigned rooms on three (3) or more floors during a shift shall have the total number of assigned rooms reduced by one (1) (*except on hockey check-out days*).

21.4 - Vomit/Defecation Pay - Any employee required to clean vomit, defecation, blood, urine, and all bodily fluids, will be paid an additional twenty dollars (\$20.00) for such duty. Such pay will be subject to the approval of the Executive Housekeeper.

21.5 - Suites - The Ordway, Park and Lowry Suites will all count as two (2) rooms. The Penthouse Suite will count as two (2) rooms if bedrooms are not used, three (3) rooms if one bedroom is used, and four (4) rooms if both bedrooms are used.

21.6 - Multiple Beds - Housekeepers will be paid an additional three dollars (\$3.00) per bed made beyond two (2) beds per room, to include roll-aways, cots and air mattresses.

21.7 - Supplies - The employer shall provide sufficient linen, equipment, and cleaning materials to all Housekeeping Employees. Housekeepers shall not be disciplined for not completing their room assignment if the hotel has not provided sufficient supplies, including linen, to complete their duties.

21.8 - Gratuities - The Employer and the union agree that gratuities left by guest in hotel rooms are for the exclusive benefit of Housekeepers.

21.9 - Guest Incentive - If a guest incentive program increases the workload of the employee substantially, the Employer will inform the Union prior to implementation. If requested by either party, the Union and Employer shall meet and discuss the impact of those changes. It is further understood that the Employer may proceed with the changes even absent agreement, with the understanding that disputes regarding the impact will be handled through the grievance and arbitration process.

21.10 - Renovations - In the event the Hotel adds appliances which would substantially affect the daily workload of housekeepers, the Employer agrees to notify the Union at least 30 days in advance. If requested by either party, the Union and Employer shall meet and discuss the impact of those changes. It is further understood that the Employer may proceed with the changes even absent agreement, with the understanding that disputes regarding the impact will be handled through the grievance and arbitration process.

## ARTICLE 22 CULINARY

22.1 - Knife Sharpening - Professional knife sharpening or professional knife sharpening equipment shall be made available once a month for employees required to use knives.

## ARTICLE 23 STATE AND FEDERAL LAW

23.1 - Recognition of Applicable Laws - Nothing contained in this Agreement shall be deemed or construed to require, directly or indirectly, the Employer to do anything inconsistent with the laws or regulations of any competent governmental agency (City, State or Federal) having jurisdiction over the Employer's Hotel. The Union and the Employer agree that neither will compel, force, nor cause, directly or indirectly, the other respective Party to do anything inconsistent with any applicable laws.

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

ARTICLE 24  
MEDICAL EXAMINATIONS

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

ARTICLE 25  
DRUG & ALCOHOL TESTING

The Employer and the Union have agreed to a drug/alcohol testing policy which the Employer will provide to all current and new hires. The Employer may require an Employee to undergo drug or alcohol testing in accordance with the policy.

ARTICLE 26  
HEALTH AND WELFARE

26.1 - Initial Eligibility & Qualifying Period - Employees who work 255 hours or more within a three (3) month or less time period are eligible for Health and Welfare benefits through the Greater Metropolitan Hotel Employers - Employees Health and Welfare Trust Fund. The effective date of coverage is on the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) month following the end of the prescribed time period for which 255 hours of contributions have been paid by the Employer, into the Fund.

Eligibility is maintained by a minimum of eighty-five (85) paid hours per month, on a rolling three (3) month average.

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

- a) Contributions – The Employer agrees to contribute to the Fund for each hour paid to all employees under jurisdiction of this Agreement according to the schedule below:

Effective Sept 1, 2021: \$3.62 per hour for each hour paid/April hours.

Effective May 1, 2022: \$3.82 per hour for each hour paid/April hours.

Effective May 1, 2023: \$4.02 per hour for each hour paid/April hours.

Effective May 1, 2024: \$4.26 per hour for each hour paid/April hours.

Effective May 1, 2025: \$4.55 per hour for each hour paid/April hours.



b) Benefits - The Fund Trustees are expressly authorized to adjust benefit levels and/or eligibility for same to maintain the solvency of the Fund.

c) Employer Obligation - The Employer's obligation to contribute to the Health and Welfare Trust Fund is limited to the amount of contribution specified above.

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

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

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

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

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

26.8 - National Health Program - Should the Employer be required by Federal law to provide coverage equal to or better than those benefits provided by the Fund, the Parties

hereto agree that the Employer shall be permitted to cease its contribution to the Fund.

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

## ARTICLE 27 PENSION

27.1 - Generally - The Employer agrees to continue to contribute and to support an IRS qualified pension trust, namely, St. Paul On Sale and Bar and Restaurant Employers'-Employees' Pension Fund, hereinafter the "Pension Fund". Effective December 1, 2014, The Employer will contribute to the Pension Fund at the rate of forty-three (\$.43) for each hour worked by employees under jurisdiction of this Agreement.

27.2 - Bound to Trust Agreement - The Employer hereby acknowledges that, in carrying out the terms and provisions of this Agreement, the Employer shall be bound by all the terms and provisions of the Agreement and declaration of Trust covering the St. Paul On Sale and Bar and Restaurant Employers'-Employees' Pension 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.

27.3 - Delinquent Payments - The failure, refusal or neglect of the Employer to report and pay the Pension Fund the contributions required herein on or before the 10th 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. 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.

27.4 - 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 Pension 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.

27.5 - Waiver - The Union, as bargaining agent for each of the affected employees of the Employer, acknowledges that employees subject to this Agreement are included in

a unit of employees covered by a collective bargaining agreement and that retirement benefits have been the subject of good faith bargaining between the Union and the Employer. The Union, as bargaining agent for each of the affected employees, waives on behalf of each employee covered under this Agreement the right to participate in any other pension, profit-sharing, stock bonus or any other retirement plans (whether or not a qualified plan) maintained by the Employer.

ARTICLE 28  
SUCCESSORS AND ASSIGNS

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

ARTICLE 29  
SAVINGS CLAUSE

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

ARTICLE 30  
401K

401K - All eligible employees shall be permitted and encouraged to participate in the UNITE HERE National Plus Plan 401k through payroll deduction. The Employer shall cooperate with the representatives of the "Plan" to insure the employees are afforded the opportunity to sign up for and participate in the "Plan".

ARTICLE 31  
WORKPLACE LANGUAGES

31.1 - ESL - The parties agree to promote already established Labor or Community based ESL programs.

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

speaking amongst themselves during work hours in the areas commonly referred to as the "back of the house" only and not the "front of the house", provided that such conversations are conducted in a manner that is respectful of guests and other Employees and is consistent with quality guest service.

ARTICLE 32  
SAFETY

32.1 - Safety Committee - A safety committee will consist of at least two (2) management representatives and two (2) bargaining unit employees. The committee shall meet at regular intervals to review, discuss, and make recommendations concerning cleaning products, safety, efficiency, and suggestions for improving the cooperative working relationship between Employees and the Employer.

32.2 - Unsafe Conditions - Where an employee believes that the performance of the assignment would pose a serious risk to the employee's or others health or safety, the employee shall report the condition to management. The Employer will not discriminate or retaliate against an employee for making such a report.

ARTICLE 33  
TERM OF AGREEMENT

This Agreement shall be in effect for a period of five (5) years commencing on the first (1<sup>st</sup>) day of September 2021 and shall continue to and including the thirtieth (30<sup>th</sup>) day of August 2026, and be automatically renewed thereafter, unless at least sixty (60) days prior to the termination date either Party serves written notice upon the other by certified mail of a desire to terminate, change or modify this Agreement.

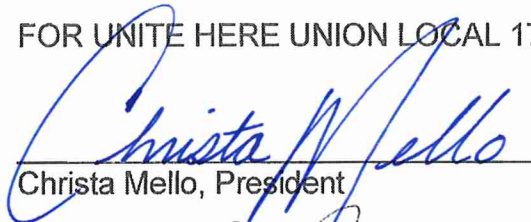
IN WITNESS WHEREOF, the Employer and the Union hereby execute, sign and attest to this Agreement this 21<sup>st</sup>, day of September, 2021.

FOR THE EMPLOYER:

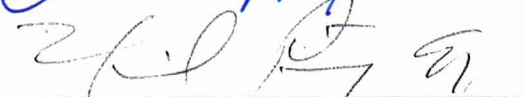


Richard Dobransky  
MHC SPH LLC.  
d/b/a The Saint Paul Hotel

FOR UNITE HERE UNION LOCAL 17



Christa Mello, President



Uriel Perez, Vice President

## APPENDIX "A" SCHEDULE OF WAGES

	09/01/21	8/1/22	8/1/23	8/1/24	8/1/25
<b><u>Banquet Set up</u></b>					
Start	\$15.50	\$15.75	\$16.07	\$16.39	\$16.71
12 months	\$15.75	\$16.00	\$16.32	\$16.65	\$16.98
24 months	\$	\$16.25	\$16.58	\$16.91	\$17.24
36 months	\$	\$	\$16.78	\$17.11	\$17.45
48 months	\$	\$	\$	\$17.31	\$17.66

### **Banquet Server**

MINIMUM WAGE

### **Banquet Captain**

\$3.00 OVER MINIMUM WAGE

### **Banquet Bartender**

\$1.00 OVER MINIMUM WAGE

### **Banquet/Restaurant Food Runner**

Start	\$15.00	\$15.00	\$15.30	\$15.61	\$15.92
12 months	\$15.25	\$15.25	\$15.56	\$15.87	\$16.18
24 months	\$	\$15.50	\$15.81	\$16.13	\$16.45
36 months	\$	\$	\$16.01	\$16.33	\$16.66
48 months	\$	\$	\$	\$16.53	\$16.86

### **Lobby Tea**

Start	\$13.75	\$14.00	\$14.50	\$14.79	\$15.09
12 months	\$14.00	\$14.25	\$14.75	\$15.05	\$15.35
24 months	\$	\$14.50	\$15.00	\$15.30	\$15.61
36 months	\$	\$	\$15.25	\$15.56	\$15.87
48 months	\$	\$	\$	\$15.76	\$16.07

### **Cocktail Server**

MINIMUM WAGE

### **Server**

MINIMUM WAGE

**Host/Hostess**

Start	\$18.00	\$18.00	\$18.36	\$18.73	\$19.10
12 months	\$18.25	\$18.25	\$18.62	\$18.99	\$19.37
24 months	\$	\$18.75	\$19.13	\$19.51	\$19.90
36 months	\$	\$	\$19.33	\$19.71	\$20.11
48 months	\$	\$	\$	\$19.91	\$20.31

**Bartender**

\$1.00 OVER MINIMUM WAGE

**Bus Person**

Start	\$15.50	\$15.50	\$15.81	\$16.13	\$16.45
12 months	\$15.75	\$15.75	\$16.07	\$16.39	\$16.71
24 months	\$	\$16.00	\$16.32	\$16.65	\$16.98
36 months	\$	\$	\$16.52	\$16.85	\$17.19
48 months	\$	\$	\$	\$17.05	\$17.39

**Room Service**

Start	\$17.50	\$17.50	\$17.85	\$18.21	\$18.57
12 months	\$17.75	\$17.75	\$18.11	\$18.47	\$18.84
24 months	\$	\$18.00	\$18.36	\$18.73	\$19.10
36 months	\$	\$	\$18.56	\$18.93	\$19.31
48 months	\$	\$	\$	\$19.13	\$19.51

**Skilled Cook**

Start	\$23.00	\$23.00	\$23.46	\$23.93	\$24.41
12 months	\$23.25	\$23.50	\$23.97	\$24.45	\$24.94
24 months	\$	\$23.75	\$24.23	\$24.71	\$25.20
36 months	\$	\$	\$24.43	\$24.91	\$25.41
48 months	\$	\$	\$	\$25.11	\$25.62

**Cook**

Start	\$21.00	\$21.00	\$21.42	\$21.85	\$22.29
12 months	\$21.25	\$21.50	\$21.93	\$22.37	\$22.82
24 months	\$	\$21.75	\$22.19	\$22.63	\$23.08
36 months	\$	\$	\$22.39	\$22.83	\$23.29
48 months	\$	\$	\$	\$23.03	\$23.49

**Pantry/Prep Cook**

Start	\$19.00	\$19.00	\$19.38	\$19.77	\$20.16
12 months	\$19.25	\$19.50	\$19.89	\$20.29	\$20.69
24 months	\$	\$19.75	\$20.15	\$20.55	\$20.96
36 months	\$	\$	\$20.35	\$20.75	\$21.17
48 months	\$	\$	\$	\$20.95	\$21.37

**Steward**

Start	\$19.00	\$19.00	\$19.38	\$19.77	\$20.16
12 months	\$19.25	\$19.25	\$19.64	\$20.03	\$20.43
24 months	\$	\$19.75	\$20.15	\$20.55	\$20.96
36 months	\$	\$	\$20.35	\$20.75	\$21.17
48 months	\$	\$	\$	\$20.95	\$21.37

**Housekeeper**

Start	\$19.00	\$19.00	\$19.38	\$19.77	\$20.16
12 months	\$19.25	\$19.25	\$19.64	\$20.03	\$20.43
24 months	\$	\$19.75	\$20.15	\$20.55	\$20.96
36 months	\$	\$	\$20.35	\$20.75	\$21.17
48 months	\$	\$	\$	\$20.95	\$21.37

**Guest Services: Bell/Driver/Door**

Start	\$15.50	\$15.50	\$15.75	\$16.07	\$16.39
12 months	\$15.75	\$15.75	\$16.07	\$16.39	\$16.71
24 months	\$	\$16.00	\$16.32	\$16.65	\$16.98
36 months	\$	\$	\$16.52	\$16.85	\$17.19
48 months	\$	\$	\$	\$17.05	\$17.39

**Engineer A**

Start	\$30.00	\$30.00	\$30.60	\$31.21	\$31.84
12 months	\$30.25	\$30.50	\$31.11	\$31.73	\$32.37
24 months	\$	\$30.75	\$31.37	\$31.99	\$32.63
36 months	\$	\$	\$31.57	\$32.20	\$32.84
48 months	\$	\$	\$	\$32.40	\$33.04

**Engineer B**

Start	\$27.50	\$27.50	\$28.05	\$28.61	\$29.18
12 months	\$27.75	\$28.00	\$28.56	\$29.13	\$29.71
24 months	\$	\$28.25	\$28.82	\$29.39	\$29.98
36 months	\$	\$	\$29.02	\$29.60	\$30.19

48 months	\$	\$	\$	\$29.80	\$30.39
-----------	----	----	----	---------	---------

**Engineer C**

Start	\$21.00	\$21.00	\$21.42	\$21.85	\$22.29
12 months	\$21.25	\$21.50	\$21.93	\$22.37	\$22.82
24 months	\$	\$21.75	\$22.19	\$22.63	\$23.08
36 months	\$	\$	\$22.39	\$22.83	\$23.29
48 months	\$	\$	\$	\$23.03	\$23.49

**Grounds/Garden**

Start	\$28.00	\$28.00	\$28.56	\$29.13	\$29.71
12 months	\$28.25	\$28.50	\$29.07	\$29.65	\$30.24
24 months	\$	\$28.75	\$29.33	\$29.91	\$30.51
36 months	\$	\$	\$29.53	\$30.12	\$30.72
48 months	\$	\$	\$	\$30.32	\$30.92

It is understood that the wage scale will take affect and be applied as of the first pay period following ratification. There is no retro pay for wages or benefits under this Agreement, nor shall the parties be held to changed terms of this agreement until following ratification, meaning that neither party may grieve non-compliance with a revised contract term during the period between the stated effective date and the date of ratification.

Upon Ratification Employees hired after 3-1-2011 will go to the start rate in year one of the wage grid. Employees hired prior to 3-1-2011 will go to the 12-month step. Each year of the collective bargaining agreement Employees hired prior to August 1, 2021, will move to the next applicable step increase on August 1<sup>st</sup>. Any employees hired after August 1, 2021, will move to the next applicable step increase on their anniversary.

Overscale Employees - All over-scale (grandfathered) employees will be eligible to receive 100% of the increase that the employees in the same job classification receive.

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.

Training Pay- Employees will be paid an additional \$2.00 per hour over rate of pay for management approved training of new employees.

Translation Pay - When an employee is designated by management to translate at meetings or asked to translate work related directions or other communications to co-workers or guests, such individuals shall be paid \$15.00.



Shift Differential - Shifts Scheduled with the majority of hours between 12:00 a.m. and 5:00 a.m. will receive a one dollar (\$1.00) per hour differential.

Housekeeping Employees hired before March 1, 2011, shall be grandfathered into working similar job duties, based solely upon demand unless another mutually agreed accommodation is reached. Any employees not grandfathered or were hired after March 1, 2011, may be scheduled to work in any of the departmental job duties including but not limited to cleaning public space, laundry, cleaning guest rooms, linen replenishments.

APPENDIX B  
SENIORITY CLASSIFICATIONS

BANQUET DEPARTMENT

Banquet Server  
Banquet Bartender  
Banquet Set-up/Convention Services  
Banquet Runner  
Lobby Tea

GUEST SERVICES

Bell Person – Driver - Doorman

FOOD & BEVERAGE

Server  
Cocktail Server  
Bartender  
Room Service  
Bus Person  
Host/Hostess

CULINARY

Skilled Cook  
Cook  
Pantry/Prep Cook  
Steward

HOUSEKEEPING

Housekeeper \*\*

MAINTENANCE & GROUNDS

Engineer A  
Engineer B  
Engineer C  
Grounds-Garden

APPENDIX C  
SCHEDULE OF BENEFITS

Health & Welfare benefits are established by the Trustees of the Greater Metropolitan Hotel Employers-Employees Health and Welfare Fund.

Pension benefits are established by the St. Paul On-Sale & Bar & Restaurant Pension Trust Fund.

A complete schedule of benefits is available, and the Plans are administered by:

WILSON - MCSHANE  
3001 Metro Drive, Suite 500  
Bloomington, Minnesota 55425

952-854-0795

APPENDIX D  
ADDENDUM

Article 13                    P.T.O. - Red circle (3/1/84) employees shall accrue PTO on the following schedule:

10 + years	0.1230	256 hours
------------	--------	-----------

Pay Checks - Paychecks shall be put into envelopes. Pay checks will be available at the security office during posted times. During each department audit, the above procedure is void and paychecks must be received from accounting during normal accounting business hours. Following the regular payday, paychecks will be available from the department supervisors.

Vehicles in Circle Drive - Doormen/ Bellmen/ Drivers hired prior to 03/09/2009 oversee and are entitled to revenue from cars parked on the south side of the circular drive (as defined in the Standard Operating Procedure), not to exceed four (4) cars.

Amenities - The charge for amenities delivered under the guest room door shall be one dollar and fifty cents (\$1.50). The charge for amenities delivered inside the guest room shall be two dollars and fifty cents (\$2.50).

Weekend Housekeeper Bonus - All housekeepers hired before December 1, 2005, shall receive a weekend bonus premium of an additional one dollar (\$1.00) per hour. Housekeepers hired after December 1, 2005, are not entitled to this bonus.

Voluntary Waiver of Premium Pay - Premium pay for 7<sup>th</sup> day, per Article 8.7, may be waived by employees on a daily basis. Such waivers are voluntary and shall be in written form.

Set Up/Tear Down - Banquet Set-Up personnel will be paid a \$200 Set up/Tear down fee for the setup and tear down of non-banquet events for Easter, Mother's Day, Thanksgiving, and Christmas. This fee will be put into the service charge pool for distribution to Banquet Set-Up personnel.