

# COLLECTIVE BARGAINING AGREEMENT

Between

LOEWS MINNEAPOLIS HOTEL

and

UNITE HERE LOCAL 17, AFL-CIO

May 1, 2014 through April 30, 2019

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THIS AGREEMENT, is made and entered into this \_\_\_\_\_ day of September, 2014, by and between Loews Minneapolis Hotel, located at 601 First Avenue North, Minneapolis, Minnesota, 55403 hereinafter referred to as "Employer" or "Company," and UNITE HERE Local 17, AFL-CIO hereinafter referred to as the "Union."

WITNESSETH:

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

ARTICLE 1  
INTENT AND PURPOSE

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 assure the effective, efficient and economical operation of the Employer; to secure and sustain maximum work effort of each employee covered by this Agreement; to prevent strikes; 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 Respect and Dignity. Local 17 and the Employer recognize that the 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 agree that the continued success and operation of this establishment is dependent upon their mutual respect for one another's work.

ARTICLE 2  
RECOGNITION AND COVERAGE

2.1 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 bargaining unit 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.

2.2 Coverage. For the purpose of this Agreement, the term "employees" shall cover all regular full-time and regular part-time hotel service, housekeeping, food and beverage, and laundry employees (including room cleaners, housepersons, bell persons, telephone operators, kitchen employees, servers, bussers, bartenders, cashiers, hosts, concierges, and front desk, recreational, and parking employees)

employed by the Loews Minneapolis Hotel located at 601 N. First Avenue, Minneapolis, Minnesota, but excluding all secretarial, office clerical, sales, and maintenance employees and all managers, supervisors, purchasing and requisition, and guards as defined in the National Labor Relations Act. The listing of a classification in the Schedule of Wages does not require the employer to employ any employee in that classification.

2.3 Non Unit Employees. Non-unit employees, such as managerial, professional or supervisory employees, may assist in the performance of bargaining unit work as necessary as determined by Employer. Non-unit employees will not be scheduled in place of bargaining unit employees to perform bargaining unit work.

### ARTICLE 3 COMPLETE AGREEMENT

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

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all-inclusive. This does not apply to written policies of the Company not in conflict with the collective bargaining Agreement.

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

### ARTICLE 4 NO STRIKE – NO LOCKOUT

4.1 No Strikes or Lockouts. The Union agrees that there shall not be any strike, sympathy strike, stoppage of work, slow downs, 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 practice is prohibited by this Section and shall be considered just and reasonable cause for discharge or other disciplinary action by the Employer, subject to Grievance and Arbitration procedures.

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

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

4.3 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 5 MANAGEMENT RIGHTS

5.1 Except as otherwise specifically provided in this Agreement, Employer retains all the rights and functions of management that it has by law, or past practice.

5.2 As long as the action of Employer does not violate any specific provision of this Agreement, and without limiting the generality of the foregoing, Employer shall have the absolute and unqualified right to, in its sole discretion:

5.2.1 Determine services to be offered, and the right to plan, direct and control all operations.

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

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

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

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

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

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

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

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

5.4 It is agreed that the above-enumerated management rights, which are exercisable in Employer's sole discretion, shall not be deemed an exhaustive list of

such rights and shall not exclude other rights not herein specifically enumerated, which Employer shall have the right to exercise in its sole discretion, provided only that the exercise of such rights shall not be in conflict with any specific provision of this Agreement.

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

## ARTICLE 6 UNION RIGHTS

6.1 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.

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

6.2.1 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 6 or in reliance of any authorization or list which shall be furnished to the Employer by the Union under any of such provisions.

6.3 Union Visitation. Union representatives and officers shall be privileged to visit the non-public 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 call ahead and shall notify the designated management representative of their presence upon the premises and shall not interrupt employees while working.

6.4 Union Stewards. The Employer recognizes the right of the Union to select Shop Stewards. The Union shall notify the Employer in writing of the names of the Shop

Stewards. All Shop Stewards shall be required to fulfill their obligations to the Employer and the Employer's guests and to perform their job duties as any other employee covered by this Agreement. Shop Stewards shall not interrupt employees while working. Union Stewards shall be entitled to assist in the handling of grievances during mutually agreeable times. When management requests that Stewards participate in grievance meetings during Stewards regular work shift, such meeting time will be considered hours worked. Stewards shall not, however, interfere with the management of the business or direct the work of any employee regardless of whether they believe a grievance exists. Only the General Manager or his/her designee and the Union's principal officer shall have the authority to alter or modify any terms or provisions of this Agreement. Such changes shall be in writing and signed by both parties.

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

6.6 Bulletin Boards. Employer agrees to provide a space in which the Union may place a secure (glass enclosed with lock) bulletin board for the posting of all Union communications in a conspicuous area frequented by employees. The bulletin board shall be monitored by the Union to ensure posted material is not detrimental to the labor management relationship.

6.7. Mailbox. A suitable locked mailbox will be provided by the Union as a receptacle for messages to the Chief Steward(s) at a location to be designated by the Employer.

6.8 Union Buttons. Employees may wear an official union button and/or official steward button except where the uniform standards preclude the wearing of any buttons, nametags, ribbons, etc. The button shall be no larger than the current version of the official button.

6.9 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 collective bargaining agreement to the Employer, consistent with past practice.

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

6.11 Cleaning Products Committee. The parties shall create a "Cleaning Products" committee (two (2) union and two (2) management representatives). This committee will meet at regular intervals to review, discuss and make effective recommendations concerning safety, efficiency, economics and environmental impact of cleaning products used by employees

ARTICLE 7  
HOURS OF WORK, OVERTIME AND PREMIUM PAY

7.1 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.

7.2 Standard Workweek. 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. The Employer shall attempt to schedule employees for five (5) consecutive days where reasonably possible to do so.

7.3 Standard Workday. The standard workday shall be a regularly scheduled eight (8) working hours within eight and one-half (8 1/2), or a regularly scheduled ten (10) hours within ten and one-half (10½) on the Employer's premises.

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

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

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

7.7 Premium Pay for 7<sup>th</sup> Day. All bargaining unit employees, except banquet, shall receive premium pay at a rate of time and one-half (1½) their regular straight time rate of pay for all hours worked on the employee's seventh (7<sup>th</sup>) consecutive day of work. This provision does not apply to banquet employees. No employee shall be guaranteed work on the seventh (7<sup>th</sup>) consecutive day.

7.8 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.

7.9 Replacements. Once the schedule has been posted, management shall be responsible for scheduling replacements in the case of sickness, injuries. If an employee proposes a replacement such substitute shall be approved in advance by the manager.

7.10 Report-in-Pay.

a) An employee called in and reporting for work as scheduled without prior notice received by the employee not to so report shall receive a minimum of four (4) hours work or four (4) hours pay for that day at the employee's regular hourly rate; provided, the employee is available for work for the full period of time required.

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

7.11 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 four (4) hours pay or work. Pay for voluntary meetings (not parties or general sessions that are informational) shall be equal to the actual time in attendance at the meeting. This provision shall not result in seventh (7<sup>th</sup>) day premium pay or daily overtime payment.

7.12 Time Off. Employees shall have the right to request to take that portion of the workday off without pay 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.

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

7.14 Rest Breaks. The Hotel shall continue to provide two (2) 15 minute paid breaks during each eight (8) hour shift.

7.15 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 Company shall inform the union of any increase and the reason therefore.

7.16 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 wage rate for the new classification or combination shall be pursued through the Grievance and Arbitration Procedure in Article 10.

7.17 Rate of Pay. 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.

7.18 Full-Time Payroll Employees. Regular full-time payroll employees are employees who have completed their probationary period and work a minimum of twenty- two (22) hours a week.

7.19 Unauthorized Deductions Prohibited. In accordance with applicable laws, Employer shall not make unauthorized deductions from an employee's wages.

7.20 Work Schedules. Employer will post work schedules five (5) days prior to first scheduled day of work. The initial schedule will be posted by the Wednesday prior to the start of the new schedule.

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

## ARTICLE 8 MEALS & UNIFORMS

### 8.1 Meals.

a) 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 are responsible for clocking in and out at the beginning and end of each 30 minute break. Employee meals must be taken at least one hour before the end of the shift.

b) The Employer shall continue its practice of providing meals to on-duty Employees.

8.2 Uniforms. The Employer shall provide uniforms and the laundering and upkeep for all employees who are required to wear uniforms in accordance with the employer's established policies.

8.3 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 hourly rate of pay is that rate reflected on the Schedule of Wages in Appendix A.

## ARTICLE 9 SENIORITY

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

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

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

9.4 Probation Period - New Classification. An employee promoted to a higher classification shall serve thirty (30) working days probationary period. During the probationary period, the Employer may return the employee to their previously held classification and schedule, for inability to perform the duties of the new job, or the employee may elect to return to their previously held classification. 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) Layoff and Recall. In the event of layoffs, probationary employees shall be laid off first. If further layoffs are necessary, the layoffs shall be according to seniority within a job classification; the last person hired shall be the first laid off, provided that the remaining employees are qualified to immediately and satisfactorily perform the work available without additional training. In the event of recall, employees shall be recalled in the reverse order of layoff subject to the same conditions.
- b) Scheduling of vacation time.
- c) Offering of overtime work and requiring in reverse order, subject to § 7.4.
- d) All Employees will be required to work at least two (2) holidays per year. Employees may exercise their seniority to not work a particular holiday, if business permits with the junior employee(s) in the classification being required to work as needed. To be excused employees shall give the Employer two (2) week notice prior to the holiday. Employees regularly scheduled to work the day on which the holiday is celebrated may not be bumped out of their shift.
- e) Scheduling of Work. Where practical, senior full-time employees who are presently qualified will be provided the opportunity to receive the maximum number of available hours on the work schedule up to eight (8) hours per day, forty (40) hours per week. Senior employees may not claim part of a shift, and may claim shifts only when they become available on regular basis. Employees shall not be permitted to establish their own work schedules, nor shall they be permitted to work overtime without specific approval of their supervisor. Nothing herein shall be interpreted as a guarantee of a minimum number of hours or days of work.
- f) Promotion, demotion or transfer to new job openings, subject to § 9.11.
- g) Upon request in writing, any employee scheduled less than five (5) days per week may exercise her/his 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. Nothing herein shall be interpreted as a guarantee of a minimum number of hours or days of work.
- h) Where practical, the Employer shall not use two (2) or more part-time employees where a qualified, full-time employee is available and requests

such hours, except in those scheduling situations where the Employer is required to meet the report-in provision of § 7.10, the available work requires the use of overlapping schedules or a split shift or where such scheduling is otherwise not practical in the Employer's operations.

- i) The remedy for a failure to offer, assign, or otherwise distribute work shall be the opportunity for the aggrieved employee(s) to make up for the lost work opportunity at the next opportunity in the future. If, however, violations of scheduling are continual and on a regular basis, the remedy of back pay may be requested.

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 she/he was last transferred, provided the employee is immediately qualified to perform work available in the prior classification.

9.7 Notice of Recall. Where an employee is notified at the time of layoff when she/he is to report back to work, she/he will promptly report at such time without further notice. When an employee is not notified at the time of layoff when she/he is to report back to work, she/he 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.

9.8 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 or retiring.
- 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 twelve (12) months.
- f) Terminates employment from the regular schedule and works on an intermittent call-basis only.

- g) Is absent for two (2) consecutive workdays without reporting to the Company the reasons for the absence.
- h) Works for another employer during a leave of absence. This subdivision shall not apply in situations where the employee is already working for another employer prior to the leave.

9.9 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 subject to § 9.4. If qualifications are equal, seniority shall prevail. The job opening may be filled from any source on a temporary basis during its vacancy. Trainer positions will be filled by the most qualified applicant, as determined by Employer, without regard to seniority. A successful bidder shall not bid for another job for six (6) months.

9.10. 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 and at reasonable intervals thereafter at the written request of the Union. Thereafter, the Employer shall notify the Union of each employee who has been separated from employment and such other monthly information on employees as has been provided.

9.11 Bumping shall not be permitted except in case of layoff.

9.12 Filling of Job Vacancy – No Bidders or No Qualified Bidders. If there are no bidders or no qualified bidders, as determined by the Employer, Employer may offer the job to any employee it deems qualified or hire a new employee for the job.

## 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 her/his 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 her/his supervisor on an informal basis in order to settle the matter promptly. An aggrieved employee may have the Union Steward Assist her/him with Step 1, if she/he so desires.

Step 2 If the grievance is not satisfactorily settled in Step 1, the aggrieved employee or the Union shall, within ten (10) calendar days from the date on which the incident which gave rise to the grievance occurred, file a written grievance with the General Manager; provided however, the ten (10) calendar day requirement and the written grievance requirement may be waived by mutual written agreement. Failure to file such written grievance within ten (10) calendar

days shall result in such grievance being presumed to be without merit and it shall be barred from further consideration.

The written grievance shall set forth the facts giving rise to the grievance, including the date and persons involved, and designate the provisions of the Agreement which allegedly have been violated.

Step 3 The representative or representatives of the Employer will confer with the Union Steward and/or Union Business Agent within ten (10) 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 five (5) days from the time such grievance meeting is adjourned.

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

The Party desiring to arbitrate shall request the Federal Mediation and Conciliation Service (with a copy of such request to the opposite Party) to furnish the Parties with a panel of seven (7) names of impartial arbitrators. From this panel a representative of the Employer and the Union shall select the Arbitrator. The Arbitrator shall be selected by each Party striking in turn one strike at a time, two (2) names from the list of seven (7) persons, the complaining Party having the first strike. The person remaining on the list after each Party has exercised her/his 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.

10.3 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.

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

10.5 Award of Arbitrator. Where an employee has been discharged in violation of this Agreement, the Arbitrator may order the employee reinstated, either with or without back pay for loss of income resulting from such discharge. An award of the Arbitrator shall not in any case be made 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.

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

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

10.8 Effect of Time Limits. The parties agree to follow each of the foregoing steps in the processing of a grievance; and if, in any step, Employer's representative fails to give his/her written answer within the time limit therein set forth, the grievance shall automatically be transferred to the next step at the expiration of such time limit. Any grievance not moved by the Union to the next step within the time limits provided following Employer's answer will be considered settled on the basis of Employer's last answer.

10.9 Extension of Time Limits. The time limit to present or appeal a grievance may only be extended by mutual written agreement.

## 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. Provided, however, that in cases of serious misconduct the Employer may skip one or more of the below noted steps, subject to the Union's right to review pursuant to the grievance and arbitration procedure:

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

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 Notice Duration. Warning notices shall not be used as a basis for discipline after a period of twelve (12) months provided there have been no other written notices of a similar nature.

11.4 Suspension and Discharges. All suspensions and discharges will be in written form and copies will be mailed to the Union immediately upon issuance of such notices. Discharges will be preceded by a suspension during which an investigation of the incident leading to the discharge will be conducted. No employee shall be placed on suspension pending investigation status longer than five (5) business days. When issues are brought to Human Resources they will be responded to within five (5) business days.

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

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.

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 her/his own time.

## ARTICLE 12 LEAVES OF ABSENCE

12.1 Leaves for Personal Reasons. Any Associate 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 Associate shall not engage in gainful employment. The Associate 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 Associate involved. Seniority, vacation or other benefits shall not accrue during the leave unless the leave is for thirty (30) days or less.

12.2 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 twelve (12) months 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 of short duration, i.e., of up to three (3) days. 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.

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

12.4 Maternity Leave. An employee shall be granted maternity leave without pay on the same basis as the leaves set forth in 12.2 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.

12.5 Child Care Leave. An employee shall be granted an unpaid child care leave of absence of up to six (6) months in connection with the birth or adoption of his/her child. When possible the employee shall notify the Employer of such intent at least thirty (30) days prior to the leave.

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

accrued seniority. Return to previous schedule will only be guaranteed if the leave is less than ninety-one (91) days.

12.7 Jury Duty. Any regular employee, exclusive of probationary, on-call or extra employees, required to serve on court jury (not grand jury), shall be given a leave of absence for the jury duty period and shall be paid the difference between his/her jury pay and the wages he/she otherwise would have earned during straight-time hours of available employment at his/her regular rate. Provided, however, such jury duty pay shall be subject to the following conditions:

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

12.8 Union Business.

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

12.9 Funeral Leave. In the event of a death in the family, all full-time Employees shall, upon request, receive two (2) days of paid leave; part-time Employees shall, upon request, receive one-half (1/2) day of paid leave. Family members covered by this policy are defined as the following persons: mother, father, mother-in-law, father-in-law, spouse, child or sibling, grandchild, grandparent and domestic partner. Evidence of death will be required. Special circumstances will be reviewed by the Employer's General Manager. Tipped employees shall be paid the same adjusted rate as for vacations, personal days, and non-worked holidays.

12.10 Change of Immigration Status.

- a) Employees who have a change in immigration status who can present documented proof of their legitimate employment status will be reinstated to employment consistent with the leave provision of the contract.
- b) The Employer agrees to work with government agencies and the Union when such situations arise.

ARTICLE 13  
HOLIDAYS

13.1 Holidays Observed. The following shall be observed as paid holidays for all regular full-time and regular part-time employees hereafter referred to as eligible employees:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day
Martin Luther King Day	

13.2 Holidays Not Worked. All eligible employees, exclusive of probationary, shall receive holiday pay for the above listed holidays; provided the part-time employees regularly work the day on which the holiday falls. The holiday pay shall be based on the hours the employee normally works on that day of the week; to a maximum of eight (8) hours, or ten (10) hours based on the employee's regular schedule.

13.3 Holidays Worked. All eligible employees who work on a holiday shall be paid straight time for the number of hours regularly scheduled, plus straight time for the number of hours actually worked on the holiday.

13.4 Eligibility Requirements. To be eligible for holiday pay, an employee must:

13.4.1 Meet the seniority requirements set forth above.

13.4.2 Have worked the scheduled hours on the workday immediately preceding and immediately following the holiday, unless the employee has failed to work the scheduled workdays with permission of the Company or is absent because:

- a) The employee's regularly scheduled day off falls on either the workday immediately preceding or following the holiday and he/she is not required to work that day.
- b) Employee is on an approved medical leave of absence.

- c) Jury duty requires absence from work.
- d) Illness or accident occurs during working hours, or can be proven to have occurred outside of working hours, on the workday immediately preceding or following the holiday and prevents an employee from continuing to work.
- e) Death in the immediate family.

13.5 Holiday During Vacation Period. Where an employee is entitled to a paid holiday as provided above and the holiday falls within the employee's vacation period, such employee shall be allowed an additional day of vacation with pay or holiday pay, at the option of the Employer.

13.6 Computation of Overtime. Eligible employees required to work on any of the recognized holidays shall receive straight-time pay for the actual hours worked on such holidays in addition to the holiday pay. Holiday pay shall not be considered hours worked for computation of weekly overtime pay. Employees shall not be rescheduled to defeat the purpose of holiday pay except by mutual agreement between the Employer and employee.

13.7 Tipped Employee Holiday Pay Adjustment. In addition to their regular hourly rates, all qualifying tipped employees working in the classifications of bell, door, bell captain, cocktail server, ala carte server, banquet server, banquet captain, banquet bartender, room server, and room service captain shall be compensated at the rate of \$6.50 per hour for non-worked holiday pay on all observed holidays.

#### ARTICLE 14 PERSONAL DAYS

14.1 **PERSONAL DAYS.** All regular full time employees who have completed their probationary period shall receive one (1) paid personal day to be used in that anniversary year which shall not carry over. All regular employees with one (1) year of service shall receive an additional paid personal day for a total of two (2) per anniversary year. Personal days must be requested off one (1) week in advance. Personal days will receive the tipped employee adjustment rate of \$6.50 for all qualifying tipped employees working in the classifications of bell, door, bell captain, cocktail server, ala carte server, banquet server, banquet captain, banquet bartender, room server, and room service captain.

ARTICLE 15  
VACATIONS

15.1 Amount of Vacation.

- a) All regular full-time and regular part-time employees who have at least one (1) full year of seniority shall be entitled to a paid vacation on the following basis.

<u>Continuous Service</u>	<u>Vacation Period</u>
One year, but less than two years	One week (40 hours)
Two years, but less than ten years	Two weeks (80 hours)
Ten years, but less than twenty years	Three weeks (120 hours)
Twenty years, or more	Four weeks (160 hours)

- b) Temporary layoffs or leaves of absence during the year shall not interrupt the continuity of seniority for the purpose of determining the amount of vacation for which an employee is eligible.
- c) Employees shall be entitled to receive their vacation pay before they leave for vacation.

15.2 Vacation Pay. Employees shall be entitled to vacation benefits at straight-time rates of pay on the same basis that their work is performed. Employees working either full-time or short shifts shall be paid vacation pay based on total hours paid in the accrual year, including premium, overtime, vacation and holiday hours. However, no employee shall be entitled to more than forty (40) hours of vacation pay per week. The following shall be the method of computing vacation pay:

- a) Number of months in the accrual years times 1/12 times the number of weekly average hours.
- b) After two (2) full accrual years, two (2) times the number of weekly average hours.
- c) After ten (10) full accrual years, three (3) times the number of weekly average hours.
- d) After twenty (20) full accrual years, four (4) times the number of weekly average hours.

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

vacation periods will be assigned according to seniority. Employer and the employee may mutually agree upon time of vacation period.

The Employer reserves the right to schedule vacations so that they will not interfere with business operations, but each employee should be entitled to take her/his vacation not later than six (6) months after she/he has qualified for it. Vacations must be taken within the vacation period established by the Employer. This section shall not be construed to reduce vacation benefits established by past practice.

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

Two (2) weeks of vacation can be carried over to the next year with prior notice to management. Any vacation carried over shall be paid at the wage rate in effect at the time the vacation was earned. The employer maintains its right to approve when vacation may be used.

In the event when an employee requested his/her vacation and it was not granted during the employee's anniversary year, the vacation can be carried over to the next year and vacation will be paid at the rate when vacation is taken.

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

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

15.6 Terminated Employees - Six Months to One Year. All employees whose employment relationship with the Employer is terminated and who have been employed continuously for a period of six (6) months or longer during any twelve (12) month period in which vacations are earned shall be paid vacation benefits on the basis of two (2) days for the first six (6) months of such employment and one-half (1/2) day for each additional month of such employment up to the maximum vacation allowance provided for in the foregoing. This provision shall not apply to employees terminated for cause.

15.7 Tipped Employee Vacation Adjustment. In addition to their regular hourly rates, tipped employees working in the classifications of door attendants, bell stand, bell captain, cocktail server, ala carte server, regular banquet server, banquet captain, room serve waiter, and room service captain shall be compensated at the rate of \$6.50 per hour for all vacation hours paid.

ARTICLE 16  
MEDICAL, DENTAL, DISABILITY & LIFE

See attached Schedule B.

In December 2014, the parties shall meet to discuss whether the Employer can offer insurance benefits that match the Union's multi-employer Greater Metropolitan Employer-Employees Trust Fund ("Fund") benefits at a lower overall cost to the Employer. If not, the Employer shall commence participating in the Fund. To transition to the Fund, the Employer would contribute in January 2015 a one-time contribution of \$645.15 for each employee enrolled in the Employer's plan in December 2014 plus \$2.53 per hour paid to all other employees in the month of December 2014 that are subject to this Agreement. On February 1, 2015, the Employer would cease offering all insurance benefits referenced on Schedule B and all employees enrolled in the Employer's plan in December 2014 would begin receiving insurance benefits from the Fund. In February 2015, the Employer would contribute to the Fund the sum of \$2.70 for all hours paid to all employees in January 2015 that are subject to this Agreement. Each month thereafter, the Employer would continue contributing to the Fund on the same terms and conditions as other Minneapolis hotels that have a collective bargaining agreement with the Union.

ARTICLE 17  
401(K)

Effective the first month after signing this Agreement, all employees covered by this Agreement shall be permitted to participate in the Labor Unions 401(k) Plan ("Plan") through regular payroll deduction. If an eligible employee chooses to contribute to the Plan, the Employer shall match fifty percent (50%) of the employee's contribution up to four percent (4%) of the employee's wages, for a maximum match of two percent (2%). Any questions relating to the administration of this program or changes to the program are specifically excluded from the grievance and arbitration procedures contained in this Agreement. Questions relating to an individual's participation in the program may be resolved through the Grievance and Arbitration procedure.

ARTICLE 18  
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 19  
DEPARTMENT-SPECIFIC PROVISIONS

BANQUET DEPARTMENT

19.1 Banquet Definition. A banquet shall be deemed to be any reserved function with a pre-set menu and a fixed cost, supervised by the Catering Department, excluding Infinity events.

19.1.1 Banquet Employees Seniority and Scheduling. The Employer shall maintain a list of all regular banquet captains, servers and banquet bartenders who work on a full-time basis for the Hotel and a list of all banquet service employees who work on an on-call basis for the Hotel. To the extent practicable, the Employer shall divide available work equally among regular banquet service employees. The current service charge of 20% is split as follows: Banquet Server 13%; Banquet Houseman 1%. If the Employer increases the Banquet service charge, to 21% such increase shall be split 50/50 between the Banquet Servers and the House. Any increase over 21% will be discussed by the Parties.

19.1.2 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 employee along with the actual amount or method of distribution submitted to the employees. An employee or Union representative shall be permitted to inspect the banquet employee compensation record during usual office business hours.

19.1.3 Holiday and Vacation Pay. All regular banquet service employees shall be entitled to holiday and vacation benefits on a pro-rated basis.

CULINARY

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

19.2.1 Shoe Reimbursement. Kitchen positions and kitchen night cleaner position shall receive \$40.00 per year shoe reimbursement.

BELL STAND AND DOOR

19.3 The Employer shall endeavor to secure a per person service charge for all tour luggage brought in and out of the hotel. Such charge shall be distributed to the appropriate bell/door person.

## ALA CARTE SERVERS

19.4 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.

## HOUSEKEEPING DEPARTMENT

19.5 Room Cleaning. Housekeeping employees shall not be required to clean in an eight (8) hour shift more than fifteen (15) check-out rooms on Mondays through Fridays, fourteen (14) check-out rooms on Saturdays, and thirteen (13) check-out rooms on Sundays. Suites shall count as two (2) rooms; rooms with tubs shall count as one and one-half (1-½ ) rooms; the large Concert Suite shall count as three (3) rooms. Room Attendants assigned four (4) doubles shall drop one (1) room. In the event of unusual business, the Employer may require employees to clean more rooms. Room Attendants who clean more than fifteen (15) check-out rooms in an eight (8) hour shift shall be paid six dollars (\$6.00) per room in addition to their base pay. "No service" rooms shall not be counted as a cleaned room.

19.7.1 Extra Bed Pay. Housekeeping employees shall be paid two dollars (\$2.00) for each rollaway/ cot made up.

19.7.2 Assistance. A housekeeping employee may request assistance when non-routine work is quite difficult or requires heavy lifting. The Employee shall continue with other duties until assistance is available. Room Attendants must seek assistance with moving/lifting any furniture weighing more than 25 pounds. No Room Attendant shall be required to perform work which requires standing on a ladder, chair, bathtub, or vanity.

19.7.3 Multiple Floors. The Employer shall, as much as possible, assign room cleaning to housekeeping employees on one (1) floor or adjacent floors each day. The Employer will attempt to assign employees to the same general area on a weekly basis. Room Attendants assigned on four (4) or more floor shall drop one (1) room.

19.7.4 Vomit/Defecation. Any employee required to clean vomit or defecation will be paid an additional \$15.00 for such duty. Such pay will be subject to the approval of the Executive Housekeeper or manager.

19.7.5 Sufficient supplies. Room Attendants will not be disciplined for not finishing rooms if they are not provided sufficient supplies, linens, and equipment to do the work, provided the employee has given immediate notice to management of any insufficiency so that the problem can be rectified.

## COAT CHECK

19.8 Coat Check. Employee's working coat check will receive \$10.40 per hour or their regular rate (whichever is more favorable to the employee) plus tips.

## ARTICLE 20 STATE AND FEDERAL LAW

20.1 Recognition of Applicable Laws. Nothing contained in this Agreement shall be deemed or construed to require, directly or indirectly, the Employer to do anything inconsistent with the laws or regulations of any competent governmental agency (City, State or Federal) having jurisdiction over the Employer's Hotel. The Union and the Employer agree that neither will compel, force, or cause, directly or indirectly, the other respective Party to do anything inconsistent with any applicable laws.

20.2 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 21 SUCCESSORS AND ASSIGNS

The Employer and the Union agree to abide by all Federal and State Labor Laws with respect to successorship.

## ARTICLE 22 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 23 WAGES

See attached Schedule A.

ARTICLE 24  
TERM OF AGREEMENT

This Agreement shall be in effect for a period of five (5) years, commencing on May 1, 2014, and continuing to and including April 30, 2019, and shall be automatically renewed from year to year thereafter, unless at least sixty (60) days prior to the termination date either party serves written notice upon the other by certified mail of a desire to terminate, change or modify this Agreement.

IN WITNESS WHEREOF, the Employer and the Union hereby execute, sign and attest to this Agreement this \_\_\_\_\_ day of September 2014

LOEWS HOTEL MINNEAPOLIS:

UNITE HERE LOCAL 17, AFL-CIO:

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Schedule A  
**WAGES**

<b>Classification</b>	<b>Service</b>	<b>5/1/2014</b>	<b>5/1/2015</b>	<b>5/1/2016</b>	<b>5/1/2017</b>	<b>5/1/2018</b>	<b>11/1/2018</b>
<b>Room Attendant</b>	Start	\$11.38	\$11.72	\$12.02	\$12.47	\$12.72	\$12.97
	12 Months	\$12.42	\$12.80	\$13.12	\$13.61	\$13.88	\$14.16
	24 Months	\$13.03	\$13.42	\$13.75	\$14.27	\$14.55	\$14.84
	36 Months	\$13.68	\$14.09	\$14.44	\$14.98	\$15.28	\$15.59
	48 Months	\$14.24	\$14.67	\$15.03	\$15.60	\$15.91	\$16.23
<b>Housekeeping Public Space</b>	Start	\$11.38	\$11.72	\$12.02	\$12.47	\$12.72	\$12.97
	12 Months	\$12.42	\$12.80	\$13.12	\$13.61	\$13.88	\$14.16
	24 Months	\$13.03	\$13.42	\$13.75	\$14.27	\$14.55	\$14.84
	36 Months	\$13.68	\$14.09	\$14.44	\$14.98	\$15.28	\$15.59
	48 Months	\$14.24	\$14.67	\$15.03	\$15.60	\$15.91	\$16.23
<b>Housekeeping Houseperson</b>	Start	\$11.38	\$11.72	\$12.02	\$12.47	\$12.72	\$12.97
	12 Months	\$12.42	\$12.80	\$13.12	\$13.61	\$13.88	\$14.16
	24 Months	\$13.03	\$13.42	\$13.75	\$14.27	\$14.55	\$14.84
	36 Months	\$13.68	\$14.09	\$14.44	\$14.98	\$15.28	\$15.59
	48 Months	\$14.24	\$14.67	\$15.03	\$15.60	\$15.91	\$16.23
<b>Uniform Attendant</b>	Start	\$11.03	\$11.36	\$11.64	\$12.08	\$12.32	\$12.57
	12 Months	\$12.02	\$12.38	\$12.69	\$13.16	\$13.42	\$13.69
	24 Months	\$12.63	\$13.01	\$13.33	\$13.83	\$14.11	\$14.39
	36 Months	\$13.26	\$13.66	\$14.00	\$14.52	\$14.81	\$15.11
	48 Months	\$13.79	\$14.20	\$14.56	\$15.11	\$15.41	\$15.72
<b>Laundry Attendant</b>	Start	\$11.38	\$11.72	\$12.02	\$12.47	\$12.72	\$12.97
	12 Months	\$12.42	\$12.80	\$13.12	\$13.61	\$13.88	\$14.16
	24 Months	\$13.03	\$13.42	\$13.75	\$14.27	\$14.55	\$14.84
	36 Months	\$13.68	\$14.09	\$14.44	\$14.98	\$15.28	\$15.59
	48 Months	\$14.24	\$14.67	\$15.03	\$15.60	\$15.91	\$16.23

<b>Classification</b>	<b>Service</b>	<b>5/1/2014</b>	<b>5/1/2015</b>	<b>5/1/2016</b>	<b>5/1/2017</b>	<b>5/1/2018</b>	<b>11/1/2018</b>
<b>Mini Bar Attendant</b>	Start	\$11.03	\$11.36	\$11.64	\$12.08	\$12.32	\$12.57
	12 Months	\$12.02	\$12.38	\$12.69	\$13.16	\$13.42	\$13.69
	24 Months	\$12.63	\$13.01	\$13.33	\$13.83	\$14.11	\$14.39
	36 Months	\$13.26	\$13.66	\$14.00	\$14.52	\$14.81	\$15.11
	48 Months	\$13.79	\$14.20	\$14.56	\$15.11	\$15.41	\$15.72
<b>Turndown Attendant</b>	Start	\$11.38	\$11.72	\$12.02	\$12.47	\$12.72	\$12.97
	12 Months	\$12.42	\$12.80	\$13.12	\$13.61	\$13.88	\$14.16
	24 Months	\$13.03	\$13.42	\$13.75	\$14.27	\$14.55	\$14.84
	36 Months	\$13.68	\$14.09	\$14.44	\$14.98	\$15.28	\$15.59
	48 Months	\$14.24	\$14.67	\$15.03	\$15.60	\$15.91	\$16.23
<b>Doorperson</b>		\$10.00					
<b>Bellperson</b>		Minimum Wage					
<b>Valet</b>		Minimum Wage					
<b>Guest Service Agent</b>	Start	\$12.79	\$13.05	\$13.37	\$13.77	\$14.05	\$14.33
	12 Months	\$13.81	\$14.09	\$14.44	\$14.87	\$15.17	\$15.47
	24 Months	\$15.09	\$15.39	\$15.77	\$16.25	\$16.57	\$16.90
	36 Months	\$15.24	\$15.54	\$15.93	\$16.41	\$16.74	\$17.07
	48 Months	\$15.61	\$15.92	\$16.32	\$16.81	\$17.14	\$17.48
<b>Service Agent</b>	Start	\$12.79	\$13.05	\$13.37	\$13.77	\$14.05	\$14.33
	12 Months	\$13.81	\$14.09	\$14.44	\$14.87	\$15.17	\$15.47
	24 Months	\$15.09	\$15.39	\$15.77	\$16.25	\$16.57	\$16.90
	36 Months	\$15.24	\$15.54	\$15.93	\$16.41	\$16.74	\$17.07
	48 Months	\$15.61	\$15.92	\$16.32	\$16.81	\$17.14	\$17.48
<b>Concierge</b>	Start	\$12.19	\$12.43	\$12.74	\$13.13	\$13.39	\$13.66
	12 Months	\$12.55	\$12.80	\$13.12	\$13.51	\$13.78	\$14.06
	24 Months	\$12.93	\$13.19	\$13.52	\$13.93	\$14.21	\$14.49
	36 Months	\$13.06	\$13.32	\$13.65	\$14.06	\$14.34	\$14.63
	48 Months	\$13.38	\$13.65	\$13.99	\$14.41	\$14.70	\$14.99

<b>Classification</b>	<b>Service</b>	<b>5/1/2014</b>	<b>5/1/2015</b>	<b>5/1/2016</b>	<b>5/1/2017</b>	<b>5/1/2018</b>	<b>11/1/2018</b>
<b>Cook 4</b>	Start	\$12.41	\$12.66	\$12.98	\$13.37	\$13.63	\$13.91
	12 Months	\$13.14	\$13.40	\$13.74	\$14.15	\$14.43	\$14.72
	24 Months	\$14.79	\$15.09	\$15.46	\$15.93	\$16.25	\$16.57
	36 Months	\$14.93	\$15.23	\$15.61	\$16.08	\$16.40	\$16.73
	48 Months	\$15.69	\$16.00	\$16.40	\$16.89	\$17.23	\$17.58
<b>Cook 3</b>	Start	\$13.90	\$14.18	\$14.54	\$14.97	\$15.27	\$15.58
	12 Months	\$15.15	\$15.45	\$15.84	\$16.31	\$16.64	\$16.97
	24 Months	\$15.91	\$16.23	\$16.64	\$17.14	\$17.48	\$17.83
	36 Months	\$16.71	\$17.04	\$17.47	\$17.99	\$18.35	\$18.72
	48 Months	\$17.36	\$17.71	\$18.15	\$18.69	\$19.07	\$19.45
<b>Cook 2</b>	Start	\$14.86	\$15.16	\$15.54	\$16.00	\$16.32	\$16.65
	12 Months	\$16.19	\$16.51	\$16.92	\$17.43	\$17.78	\$18.14
	24 Months	\$16.98	\$17.32	\$17.76	\$18.29	\$18.65	\$19.03
	36 Months	\$17.83	\$18.19	\$18.64	\$19.20	\$19.58	\$19.98
	48 Months	\$18.56	\$18.94	\$19.41	\$19.99	\$20.39	\$20.80
<b>Cook 1</b>	Start	\$15.50	\$15.81	\$16.21	\$16.70	\$17.03	\$17.37
	12 Months	\$16.85	\$17.19	\$17.62	\$18.15	\$18.51	\$18.88
	24 Months	\$18.44	\$18.81	\$19.28	\$19.86	\$20.26	\$20.66
	36 Months	\$18.58	\$18.96	\$19.43	\$20.01	\$20.41	\$20.82
	48 Months	\$19.33	\$19.72	\$20.21	\$20.81	\$21.23	\$21.66
<b>Pastry</b>	Start	\$13.38	\$13.65	\$13.99	\$14.41	\$14.70	\$14.99
	12 Months	\$13.93	\$14.21	\$14.57	\$15.00	\$15.30	\$15.61
	24 Months	\$14.64	\$14.93	\$15.30	\$15.76	\$16.08	\$16.40
	36 Months	\$15.93	\$16.25	\$16.66	\$17.16	\$17.50	\$17.85
	48 Months	\$16.42	\$16.75	\$17.17	\$17.68	\$18.04	\$18.40
<b>Steward</b>	Start	\$11.38	\$11.72	\$12.02	\$12.47	\$12.72	\$12.97
	12 Months	\$12.42	\$12.80	\$13.12	\$13.61	\$13.88	\$14.16
	24 Months	\$13.03	\$13.42	\$13.75	\$14.27	\$14.55	\$14.84
	36 Months	\$13.68	\$14.09	\$14.44	\$14.98	\$15.28	\$15.59
	48 Months	\$14.24	\$14.67	\$15.03	\$15.60	\$15.91	\$16.23

<b>Classification</b>	<b>Service</b>	<b>5/1/2014</b>	<b>5/1/2015</b>	<b>5/1/2016</b>	<b>5/1/2017</b>	<b>5/1/2018</b>	<b>11/1/2018</b>
<b>Host/Hostess</b>	Start	\$12.20	\$12.44	\$12.75	\$13.14	\$13.40	\$13.67
	12 Months	\$13.31	\$13.58	\$13.92	\$14.33	\$14.62	\$14.91
	24 Months	\$13.94	\$14.22	\$14.58	\$15.02	\$15.32	\$15.62
	36 Months	\$14.64	\$14.93	\$15.30	\$15.76	\$16.08	\$16.40
	48 Months	\$15.23	\$15.53	\$15.92	\$16.40	\$16.73	\$17.06
<b>Busperson</b>	Start	\$10.28	\$10.49	\$10.75	\$11.07	\$11.29	\$11.52
	12 Months	\$11.22	\$11.44	\$11.73	\$12.08	\$12.32	\$12.57
	24 Months	\$11.77	\$12.01	\$12.31	\$12.68	\$12.93	\$13.19
	36 Months	\$12.36	\$12.61	\$12.92	\$13.31	\$13.58	\$13.85
	48 Months	\$12.85	\$13.11	\$13.44	\$13.84	\$14.12	\$14.40
<b>Bartender - Day</b>	Start	\$11.53	\$11.53	\$11.53	\$11.53	\$11.53	\$11.53
	12 Months	\$12.15	\$12.15	\$12.15	\$12.15	\$12.15	\$12.15
	24 Months	\$12.80	\$12.80	\$12.80	\$12.80	\$12.80	\$12.80
	36 Months	\$13.82	\$13.82	\$13.82	\$13.82	\$13.82	\$13.82
<b>Bartender - Night</b>		\$9.18 Then Minimum Wage Beginning August 1, 2016					
<b>Server - Day</b>		\$10.00					
<b>Server - Night</b>		Minimum Wage					
<b>Cocktail Server</b>		Minimum Wage					
<b>Room Service Server</b>		Minimum Wage					
<b>Room Service Captain</b>		\$0.75 Above Minimum Wage					
<b>Sr. Banquet Captain</b>		\$2.00 Above Minimum Wage					
<b>Banquet Captain</b>		\$0.75 Above Minimum Wage					
<b>Banquet Server</b>		Minimum Wage					
<b>Bar Captain</b>		\$1.75 Above Minimum Wage					

Classification	Service	5/1/2014	5/1/2015	5/1/2016	5/1/2017	5/1/2018	11/1/2018
<b>Banquet Bartender</b>		Minimum Wage					
<b>Banquet Houseperson</b>	Start	\$11.46	\$11.69	\$11.99	\$12.35	\$12.59	\$12.84
	12 Months	\$12.43	\$12.68	\$13.00	\$13.39	\$13.66	\$13.93
	24 Months	\$13.16	\$13.42	\$13.76	\$14.17	\$14.45	\$14.74
	36 Months	\$13.67	\$13.94	\$14.29	\$14.72	\$15.01	\$15.31
	48 Months	\$14.24	\$14.52	\$14.89	\$15.33	\$15.64	\$15.95
<b>Lead Banquet Houseperson</b>	Start	\$12.63	\$12.88	\$13.20	\$13.60	\$13.87	\$14.15
	12 Months	\$13.53	\$13.80	\$14.14	\$14.56	\$14.86	\$15.15
	24 Months	\$14.23	\$14.51	\$14.88	\$15.32	\$15.63	\$15.94
	36 Months	\$14.78	\$15.08	\$15.45	\$15.92	\$16.23	\$16.56
	48 Months	\$15.34	\$15.65	\$16.04	\$16.52	\$16.85	\$17.19

### Cask Cook House Wage Rates

Host/Hostess	See Schedule A Wages above
Server Assistant	\$9.00
Bartender	\$10.00
Server	Minimum wage
Cook and Steward	See Schedule A Wages above

- Shifts Scheduled to begin between 11:00 p.m. and 5:00 a.m. will receive a \$1.00 per hour differential.
- Over scale employees will receive the same percentage rate increase.
- Employees at accelerated rates will receive their increases as they move to their next progression step.
- Employees will receive \$1.00 over their base rate for all hours spent training new hires, with prior management approval.

Schedule B  
**INSURANCE**

**HEALTH AND DENTAL**

Employer shall make available to all eligible employees \$0 deductible health care coverage, comparable to the coverage currently in place, at the following cost:

**Employee Cost Per Paycheck\* (Health)**

Employee	\$ 13.85
Employee + Child(ren)	\$121.97
Employee + Spouse	\$209.54
Family	\$290.96

For those employees who choose Company dental coverage, it will be available at the following cost:

**Employee Cost Per Paycheck\* (Dental)**

Single	\$0
Family	\$18.00

**LIFE INSURANCE BENEFIT**

The Life Insurance Benefit is payable to your beneficiary if you die from any cause while you are eligible for benefits under the Plan. The amount of the Death Benefit is \$5,000.00, and it is payable in a lump sum after a death certificate or a certified copy of a death certificate is submitted to the Plan. An additional \$5,000.00 benefit is payable if your death was caused by accident.

**WEEKLY ACCIDENT AND SICKNESS BENEFIT**

The Weekly Accident and Sickness Benefit is payable to all regular full time employees. This benefit is payable if you are totally disabled due to an injury or illness that is not employment related. You must be unable to perform the duties of your occupation and you must not be engaged in any other occupation for wage or profit. In addition, you must have been employed at the hotel at the time you became disabled.

Employees will be eligible for this benefit the first of the month following 90 days of service. The weekly benefit amount is \$120.00 and the benefit is available for a maximum of 13 weeks. The benefit will begin on the first day of disability due to an injury and on the eighth day of disability due to illness. Illness includes physical illness, pregnancy and mental or nervous disorders.

## **DRUG AND ALCOHOL TESTING ADDENDUM**

This Drug and Alcohol Testing Addendum is intended to be in accordance with Minnesota law and with the terms of the Agreement.

### **OBJECTIVE:**

The Employer strives to maintain a work environment free from the effects of drug and alcohol abuse for the protection of our customers, employees, and the community.

The Employer recognizes that alcoholism and other drug dependencies are behavioral/medical problems which can be treated.

### **POLICY STATEMENTS:**

1. The possession, use, manufacture, transfer, or sale of illegal drugs during work hours, while operating an Employer vehicle or on Employer premises is prohibited. The Employer premises consist of all hotel property, including parking facilities. Employees violating this provision may be terminated.
2. Employees are not permitted to work under the influence of alcohol or any illegal drug. Employees violating this provision are subject to disciplinary action up to and including termination.
3. Abuse of legally prescribed drugs or controlled substances, or over-the-counter drugs, is prohibited because it may impair an employee's ability to perform his or her job responsibilities. Depending on individual circumstances, this abuse could result in termination.
4. Employees suffering from drug dependency are encouraged to seek medical treatment. The Human Resources representative may be contacted for referrals for evaluation and/or treatment facilities and the application of Employer medical benefits for evaluation and treatment. No employee may suffer reprisals as a result of seeking help. If an employee feels he/she has suffered reprisals, he/she should report it to the Human Resources representative immediately and an appropriate investigation and action will take place.
5. Every employee will receive a copy of the Drug and Alcohol Testing Policy and will be required to sign an Acknowledgment Form, Attachment A, which will be kept in the employee's personnel file. In addition, the Employer shall post notices in appropriate and conspicuous locations at each of its worksites that the Employer has adopted a Drug and Alcohol Testing Policy and that copies of the Policy are available for inspection during regular business hours by its employees and job applicants in the Employer's Human Resources office.

6. An employee may be required to undergo drug and alcohol testing when at least two (2) supervisors (if feasible) have reasonable suspicion that the employee:

- a) is under the influence of drugs or alcohol. Factors that may be considered in determining whether an employee is under the influence of drugs and alcohol include but are not limited to: evidence of repeated errors on the job, Employer rule violation, and unsatisfactory time and attendance patterns, if coupled with specific facts and rational inferences drawn from those facts that indicate possible drug use; or
- b) has violated the Employer's written Policy Statements (numbers 1, 2, or 3 above); or
- c) has had a personal injury while working or has caused a personal injury to another person; or
- d) has caused a work-related accident or was operating or helping to operate machinery, equipment or vehicles in a work-related accident.

Post-accident or injury testing will be conducted as soon as practical following the accident, but not later than thirty-two (32) hours following the accident.

7. Drug and alcohol testing will be accomplished by the collection of hair, urine, and/or blood. The screening of hair, urine, and/or blood samples will be performed by qualified and certified testing laboratories. Testing is done for alcohol and the following drugs and drug classes: Marijuana metabolites, cocaine metabolites, the opiates morphine and codeine, phencyclidine (PCP, angel dust), and amphetamines (amphetamine and methamphetamine), and/or all other drug classes as described in Schedules I through V of Minn. Stat. Section 152.02. The detection levels of confirmatory tests shall be those established under Minnesota Rules.

8. Every employee has the right to refuse to undergo drug and alcohol testing. Employees who refuse to undergo testing are subject to disciplinary action up to and including termination.

9. Any employee who tests positive shall have the right to explain the positive test result of a confirmatory test or request and pay for a confirmatory retest of the original specimen sample.

10. If a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test by the Employer, the employee will be immediately suspended without pay. The employee can be reinstated upon participation in either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate as determined by the Employer after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency. The cost for the evaluation will be paid by the Employer. Costs for the recommended treatment will

be the employee's responsibility. Employees who refuse to participate in the counseling or rehabilitation program or fail to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after the completion of the program, may be subject to termination.

11. An employee who is referred by the Employer for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program may be requested or required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period and for up to one (1) year following completion of any prescribed chemical dependency treatment program. An employee testing positive during this period may be subject to termination.

12. A Medical Review Officer (M.R.O.) will review all test results. All positive test results shall be confirmed by a Gas Chromatography Mass Spectrometry analysis of the original specimen sample. The M.R.O. will review and interpret analytical (laboratory) results, validate the results scientifically, and determine if there is a legitimate medical explanation for a positive test result, and notify the Employer of the results. The M.R.O. is a third party licensed physician with specialized knowledge of substance abuse.

13. The Employer reserves the right to change or terminate this Policy and Procedures at any time, after prior notice and negotiation with the Union. Every employee will be given a copy of the amended policy if a change is made.

14. Test result reports and other information acquired in the drug and alcohol testing process are confidential information. Disclosure of the results to third parties may be done with the employee's prior written consent. Notwithstanding the above, test results may be disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract. The test results may also be disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee, or may be disclosed to the Union or other necessary persons in connection with a potential or actual grievance or threatened or actual litigation. An employee has the right to request and receive from the Employer, a copy of the test result report on any drug or alcohol test.

15. No employee may be required to undergo drug or alcohol testing without the prior approval of the Director of Human Resources or the General Manager or his/her designee.

#### PROCEDURES:

1. When at least two (2) supervisors (if feasible) have reasonable suspicion to test an employee as stated in Policy Statement #6, the request must go to the applicable Human Resources representative or his/her designee to arrange for the collection and begin the required paperwork designating the need for hair, urine, and/or blood specimen.

2. Before a test is administered, the Employer will ensure that the employee has completed a Drug and Alcohol Acknowledgment Form.
3. The employee will go to the collection site and provide a hair, urine, and/or blood specimen and appropriate identification. The collection site staff will begin the chain of custody paperwork and forward the specimen to the certified laboratory for testing. If an employee appears impaired and unable to safely go to the collection site on his/her own, the Employer will arrange for transportation to the collection site and home following the collection procedure. Under no circumstances should an employee suspected of being impaired be allowed to drive. The employee will be reimbursed for any out-of-pocket expense incurred in taking the test, with proper documentation.
4. Test results will be reviewed to determine if there is evidence of the use of alcohol, drugs or controlled substances and forwarded to the M.R.O. If the specimen sample shows a positive result, the original sample will be kept for additional confirming tests.
5. The M.R.O. will communicate the results to the Employer Human Resources representative.
6. The Human Resources representative and/or the employee's supervisor will communicate the results of the test to the employee or job applicant, as the case may be, within three working days upon receipt of the results.
7. If an employee tests positive for drug use, the employee will be notified in writing of his/her right to explain the positive test and the Employer may request that the employee indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.
8. Within three (3) working days after notice of a positive test result on a confirmatory test, the employee may submit information to the Employer, in addition to any information already submitted under paragraph 7, to explain that result, or may request a confirmatory re-test of the original sample at the employee's own expense.
9. The Human Resources representative will follow up on any recommended treatment and determine whether the employee has successfully completed the treatment.

**Attachment A**

**DRUG AND ALCOHOL POLICY ACKNOWLEDGMENT FORM**

I, the undersigned, certify that I have received and read a copy of the Employer's Policy regarding drug and alcohol abuse.

As part of my employment with the Employer, I understand that my position is subject to drug and alcohol testing and that I may be requested to provide a hair, urine, and/or blood specimen for a drug or alcohol test.

I understand that I may refuse to take the drug and alcohol test and that such refusal may result in termination.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Social Security Number      Date

\_\_\_\_\_  
Witness

LETTER OF AGREEMENT

Re: Front Desk/Front Office Work

Notwithstanding anything in the contract to the contrary, the parties agree that non-unit employees, such as managerial, professional or supervisory employees may continue to perform front desk and front office bargaining unit work to the same extent that it has been performed during the last year.

Dated: September \_\_\_\_, 2014

LOEWS MINNEAPOLIS HOTEL

UNITE HERE LOCAL NO. 17

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_