

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**HEARTLAND SEVEN CORNERS HOTEL, LLC  
DBA: COURTYARD MINNEAPOLIS DOWNTOWN**

**AND**

**UNITE HERE LOCAL 17 AFL-CIO**

**MARCH 1, 2020 - FEBRUARY 29, 2025**

## AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of June 2022 but effective March 1, 2020, by and between the Heartland Seven Corners Hotel LLC, hereinafter referred to as the “Employer,” “Company,” or “Management,” and the UNITE HERE, Local No. 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.** **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 Associates; to provide sound working conditions; 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; 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 month Associates” shall cover all Employees in the food, steward, beverage, service, hotel maintenance and housekeeping departments, specifically listed in the Schedule of Wages, but excluding all secretaries, accounting personnel, front office, engineers, sales and catering department clerical, hostesses/hosts, telephone operators, professional, dining room supervisors, receiving clerks, housekeeping desk clerks and all guards and supervisors as defined by Federal Statutory Labor Law, except as otherwise reflected in an addendum.

### **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 Associates.**

Associates 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 Associates 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 Associates work. The Union agrees to cooperate with the Employer in maintaining and improving safe and sanitary conditions and practices; and in maintaining, safeguarding, and conserving the equipment, supplies, materials, vehicles, machinery, buildings, and other property used by Associates in connection with their work assignments.

## **2.4 Respect and Dignity.**

Local 17 and the Employer recognize that workers in the hospitality industry are professional associates deserving of the highest regard. The Union, the Employer, the nonunion and union associates will work together to honor the principles of respect and dignity. The Parties and nonunion and union associates agree that the continued success and operation of this establishment is dependent upon their mutual respect for one another's work.

## **2.5 English Proficiency.**

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

### **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 Associates covered by this Agreement. The Employer agrees not to enter into any agreements or contracts with its Associates, individually or collectively, which conflict with the terms and provisions of this Agreement, except as expressly agreed to in the form of a written addendum.

### **3.2 Union Shop.**

It shall be a condition of employment for all Associates covered by this Agreement that all Associates 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 Associates 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 Associates covered by this Agreement and hired on or after its effective date shall, on or after the thirty-first (31st) day of their employment, become and remain members of the Union or pay fees in lieu thereof.

### **3.3 Checkoff.**

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

### **3.4 Maintenance of Check-Off.**

The Employer shall adhere to the provisions in each dues check-off authorization agreed to by the associates regarding automatic annual renewal of the authorization and the provisions agreed to by the associate regarding revocation of the authorization only during annual window periods, irrespective of the associate's membership in the Union.

### **3.5 Electronic Authorizations.**

The Union will provide to the Employer verification that dues deductions have been authorized by the associate. Associates may express such authorizations by submitting to the Union a written application form, through electronically recorded phone calls, 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 Associate Information.**

Upon request by the union, the Employer shall provide the Union with an updated electronic bargaining unit list of associates including name, address, telephone number (home and mobile), social security number, email address (where applicable), classification, date of hire, and seniority date. The Union will provide a secure process for sending the information electronically.

### **3.7 New Associate Orientation.**

Upon request by the Union, Union representatives shall be afforded the opportunity to meet with new hires for fifteen (15) minutes during the new associate orientation session, or within the

first thirty (30) days of employment if the Employer does not hold an orientation session within that time frame, without Employer representatives present. The Union shall provide advance written notice of any Union representatives designated to conduct such session. New hires participating in the session will be on paid time. The Union shall not make any disparaging comments about the Employer during such sessions.

### **3.8 TIP Check-Off.**

Tip Check-Off – The Employer agrees to honor political contribution deduction authorization from associates in the following form:

*I, \_\_\_\_\_ hereby authorize and direct the PAYROLL DEPARTMENT OF \_\_\_\_\_ to deduct from my salary the sum of \$ \_\_\_\_\_ per week and to transmit that sum to the UNITE HERE TIP Campaign Committee. My signature shows I understand that (1) my contributions will be used for political purposes to advance the interests of the members of UNITE HERE, their families, and all workers, including support of federal and state candidates and political committees and addressing political issues of public importance; (2) this authorization is voluntary, and contributing to the UNITE HERE TIP Campaign Committee is not a condition of membership in UNITE HERE or any of its affiliates, or a condition of employment; (3) I may refuse to contribute without reprisal; (4) any guideline contribution amounts proposed by UNITE HERE are only suggestions; I may contribute more or less than those amounts, and I will not be favored or disadvantaged by UNITE HERE or the employer because of the amount of my contributions or my decision not to contribute; and (5) only union members and executive/administrative staff who are U.S. citizens or lawful permanent residents are eligible to contribute. Contributions or gifts to the UNITE HERE Tip Campaign Committee are not deductible for federal income tax purposes. This authorization shall remain in effect until revoked in writing by me.*

The political contribution deduction shall be made once each month during which an associate who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the UNITE HERE T.I.P. – “To Insure Progress”, 275 Seventh Avenue, New York, NY 10001, accompanied by a form stating the name and Social Security number of each associate for whom a deduction has been made, and the amount deducted.

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

### **3.9 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 Associates, 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 Associates.

### **3.10 Union Buttons.**

All Associates 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.

### **3.11 Union Stewards.**

The Employer recognizes the right of the Union to conduct an election or select from among the Associates who are members of the Union, a Chief Steward/Stewards 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/Stewards shall be reported to the Employer. The Union shall designate the areas for which the Chief Steward/Stewards is responsible. Union Chief Steward/Stewards employed by the Employer shall be required to fulfill their obligations to the Employer and to perform their job duties as any other Associate covered by the Agreement.

### **3.12 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 Representative shall call text, or email ahead and shall notify the designated management representative of their presence upon the premises and shall not interrupt Associates while working.

### **3.13 Voter Registration.**

The Employer and the Union will provide Associates with the opportunity to register to vote in the Hotel cafeteria.

## **Article 4. Management Rights**

**4.1** The Employer and the Union specifically agree that management shall have the right to direct the work force and to determine the policies and methods of operating its Hotel, except as expressly limited by the specific provisions of this Agreement. Such management rights and responsibilities shall include, but not be limited to, the following: the right to select the Associates 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 Associates for just cause; to maintain efficiency of Associates; 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 Associate 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 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.

**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 Associate from receiving a higher wage. The Employer shall contact the Union with any proposed increases and the reason therefore, including merit increases, for all Associates.

**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 Associate 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 Associate.**

Regular full-time payroll Associates are those who have completed their probationary period and work a minimum of twenty (20) hours a week.

**6.6 Statement of Wages.**

The Employer shall provide associates with a statement of wages pursuant to Minnesota Law and Minneapolis City Ordinance and, in addition, will provide associates with updated information regarding available Paid Time Off (PTO).

**6.7 Business Costs.**

In accordance with applicable laws, Associates shall not have authorized 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 Associates to divide tips, nor shall an Associate 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) Associates shall reimburse the Employer tips paid on returned credit card charges provided proof of guest's failure to pay Employer is shown to the Associate.

**6.9 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 10.3.

**6.10 Translation Fee.**

An Associate designated by the Employer to translate at meetings called by the Employer will be paid ten dollars (\$10.00). No associate will be paid more than ten dollars (\$10.00) in any

day for translation services. This provision does not apply to incidental work-related conversations between the Employer and an Associate.

#### **6.11 Trainer Rate.**

An Associate, other than a Lead, who agrees to be designated by the Employer to be the trainer for a new Associate will be paid an additional one dollar (\$1.00) per hour for all hours worked while training.

### **Article 7. Meals/Uniforms/Rest Periods**

#### **7.1 Meals.**

- (a) Meals shall be provided without charge or wage reduction to all Associates in the classifications of employment listed in the attached Schedule of Wages who take a meal period as provided for in paragraph (b) below. Such Associates shall be given one (1) meal for each shift worked when a meal period under (b) is taken. Said meal shall be breakfast, lunch, or dinner. Should the Employer, in its discretion, elect not to provide meals, the Employer will then provide a Meal Allowance of seven dollars (\$7.00) to associates who take a meal period as provided for in paragraph (b) below.
- (b) Meal periods shall be an uninterrupted one-half (1/2) hour for which the Associate is not to be compensated. If Associates are required to work any portion of the meal period, they shall receive the regular hourly rate for the entire meal period. No present Associate shall suffer a wage reduction or be imposed with added hours through the effect of this Agreement. Present meal periods shall not be increased in order to defeat the purpose of this Section.

#### **7.2 Rest Periods.**

Associates shall be allowed a paid fifteen (15) minute rest period for each full four (4) hours worked. Rest periods may not be combined or taken at the end of a shift unless approved by Management. Rest periods will be in accordance with business needs at the time.

#### **7.3 Uniforms.**

The Employer shall provide uniforms and the laundering and upkeep for all working in classifications that require the wearing of a uniform.

Uniforms shall be designed and maintained in such a manner as to account for the conditions in which associates work, the tasks they perform, and safety and health issues.

Upon an Associates termination or resignation, the Associate shall return all uniforms to the Employer within twenty-four (24) hours of their last day of employment. Failure to do so will

authorize the Employer to deduct an amount equal to the then-current cost of such uniform from the Associates final paycheck.

**7.4 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 Associate shall not be considered as part of the Associate's regular rate of pay for overtime and wage computation purposes within the meaning of Wage and Hour Law, and that an Associate's regular rate of pay is that rate reflected on the Schedule of Wages in Appendix A.

**7.5 Associate's Areas.**

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

**Article 8.**  
**Hours Of Work, Overtime and Premium Pay**

**8.1 No Guarantee.**

This Article is intended to indicate the normal number of hours of work. It shall not be construed as a guarantee of minimum or maximum hours of work per day or per week, or of the number of days of work per week or of working schedules, however, this Section is subject to Article 9 on Seniority.

**8.2 Standard Workweek.**

The standard workweek shall consist of forty (40) hours of work on five (5) days, which days shall be consecutive. Employer's standard workweek for overtime pay computation purposes shall be one hundred sixty-eight (168) consecutive hours beginning at 12:01 a.m. Sunday through 12:00 midnight Saturday. 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 (8½) on the Employer's premises. Whenever practicable, split shifts will be avoided.

**8.4 Overtime Work.**

Associates 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 Associates performing the work on the shift.

### **8.5 Overtime Pay.**

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

(b) All Bartenders when working Banquet Bars shall receive overtime only after working over forty (40) hours per week.

### **8.6 Premium Pay.**

All non-exempt Associates shall receive premium pay of time and one-half (1½) their regular straight-time hourly rate of pay for all hours worked in excess of eight (8) hours per day. However, any shift that begins prior to 12 midnight but ends after 12 midnight shall be treated as one day for the purpose of computing pay rates.

### **8.7 6th and 7th Consecutive Day.**

No Associate shall be guaranteed work on the sixth (6th) or seventh (7th) consecutive day. No Associate shall be required to work on the sixth (6th) or seventh (7th) consecutive day; unless business needs so require, in which case the seniority list shall be followed in assigning work. All non-exempt Associates shall receive premium pay at the rate of time and one-half (1½) their regular straight-time hourly rate for all hours worked on the Associate's seventh (7th) consecutive day of work.

### **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.**

Work schedules shall be posted five (5) days prior to the first day of the schedule, except for the Banquet work schedules, which shall be posted three (3) days in advance. Such schedules may be changed in cases of emergencies or business necessities.

### **8.10 Report-in-Pay.**

- (a) An Associate called in and reporting for work as scheduled without "Prior Notice" received by the Associate not to so report shall receive a minimum of four (4) hours' work or four (4) hours' pay for that day at the Associate's regular hourly rate; provided, the Associate is available for work for the full period of time required.
- (b) No Associate 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.

- (c) “Prior Notice” - as used in this Section shall mean a call to an Associate’s designated phone number at least two (2) hours prior to start time.

**8.10 Associate Reporting Time Off.**

Associates are required to provide the Employer at least two (2) hours’ prior notice before failing to report for a scheduled shift.

**8.11 Meetings.**

No Associate shall be required to attend a department or staff meeting outside their regularly scheduled shift or on their day off without having first been given three (3) days’ notice of such meeting. All Associates shall receive a minimum of two (2) hours’ report-in-pay for such meetings.

**8.12 Time Off.**

Associates 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. Associates needing such time off shall notify the Employer one (1) week in advance whenever possible. Associates shall provide proof of necessary time off at the Employer’s request.

**8.13 Discontinuance of Business.**

If it is necessary to close down or otherwise discontinue business or any part of the Employer’s Hotel on a temporary or permanent basis, the Employer shall give affected Associates 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 Associates the two (2) weeks’ notice and no suitable alternative employment is provided, these Associates shall receive one (1) week’s pay.  
Article 9.

**Article 9.  
Seniority**

**9.1 Definitions.**

- (a) Seniority shall mean continuous length of service in the establishment from first day of work in the classifications covered by this Agreement after completing probation. Such classifications are set forth in Appendix A, incorporated herein. With the exception of the banquet wait staff, such seniority shall be established by being regularly scheduled in a classification. Associates who work on an intermittent basis in any classification shall not build seniority in that classification.
- (b) Regular Banquet Servers - Regular banquet servers shall accrue seniority from the first function worked after completion of the probationary period.

## **9.2 Same Start Date.**

On the event two (2) or more Associates begin work on the same day; a numerical suffix will be attached to the seniority date of such Associates based on the last four (4) digits of the Associate Social Security number, The Associate with the lower four (4) digit number shall be deemed the most senior.

## **9.3 Probationary Period - New Associates.**

Any new Associate shall be employed on a ninety (90) day trial or probationary basis, during which time they may be discharged without recourse. 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 Associate promoted to a higher classification shall serve thirty (30) working days probationary period with an extension, in writing, of thirty (30) days worked, if needed. During the probationary period, the Employer may return the Associate to their previously held classification and schedule for inability to perform the duties of the new job, or the Associate may elect to return to their previously held classification and schedule; provided, however, that the schedule has not been abolished. Associates 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) Associates shall be laid off and returned to work according to their length of service in their respective job classifications as set out forth in this Article.
- (b) Scheduling of PTO.
- (c) Offering of overtime work and requiring in reverse order.
- (d) Subject to business needs, Associates may exercise their seniority to not work the holiday provided they give the Employer two weeks' notice prior to the holiday, however, Associates regularly scheduled to work the day on which a holiday falls may not be bumped out of their shift.
- (e) Scheduling of work and open shifts within the classification; it being agreed that such request is an exchange of total hours involving a permanent vacancy, unless agreed otherwise.
- (f) Promotion, demotion, or transfer to new job openings.

- (g) Upon request in writing, any Associates 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 Associate must bid the five (5) day schedule as posted.
- (h) If stations are assigned on a permanent basis, rather than being rotated, all Associates shall be given preferential stations on the basis of seniority, provided they are qualified.

#### **9.6 Layoffs and Recalls.**

During layoffs or reductions in the work force, the Associate with the least seniority in the job classification affected shall be laid off first. When the work force is again increased, Associates 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 Associate laid off will be the first Associate rehired.

#### **9.7 Bumping.**

Bumping shall not be permitted under any circumstances including schedules, paid time off, etc., except in cases of layoff as described in 9.5 (a) and 12.6.

#### **9.8 Classification Seniority.**

Associates 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 Associate 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 Associate 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 Associate 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 Associate 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 the Employer by the Associate. While waiting for an Associate 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 or is absent for two (2) consecutive workdays without reporting to the Employer the reason for the absence, except in cases of an emergency which prevents the Associate from so reporting.
- (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 or length of seniority, whichever is shorter.
- (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) consecutive days and will be awarded to the most qualified applicants as determined by the hiring manager. If qualifications are equal in the determination of the hiring manager, seniority shall prevail.

#### **9.12 Transfer Denials.**

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

#### **9.13 Cross Training.**

In an effort to maximize the schedules of all full-time and regular part-time associates, the employer may develop and utilize voluntary cross training. Associates working outside their classification shall be considered "casual" associates and shall have no seniority rights in such classification unless regularly scheduled.

#### **9.14 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 Associate who has been separated from employment and such other monthly information on Associate's as has been provided.

**Article 10.**  
**Grievance And Arbitration Procedure**

**10.1 Grievance Procedure for Associates.**

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

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

Step 2. If the grievance is not satisfactorily settled in Step 1, the aggrieved Associate 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 Personnel Director; provided, however, the ten (10) calendar days' 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 ten (10) 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 2, shall be reduced to writing and submitted to the other Party's designated representative who will arrange a meeting according to the provisions set out in Step 3, Section 10.1, above. If the matter is not satisfactorily settled at this Step, the grievance may be processed through the Arbitration Procedure hereafter.

**10.3 Mediation.**

After a grievance has been submitted to arbitration, and prior to any arbitration hearing, the parties may mutually agree to mediate the grievance in an effort to resolve the dispute. The mediator shall be requested from the Federal Mediation and Conciliation Service (FMCS) at no cost to the parties.

#### **10.4 Arbitration Procedure.**

If the grievance cannot be satisfactorily settled by the above steps of the grievance procedure, either of the parties may request Arbitration by giving the other party written notice of its desire to arbitrate within ten (10) 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 grievances 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 their strikes shall become the Arbitrator. 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.

#### **10.5 Final and Binding.**

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

#### **10.6 Arbitrator Limitations.**

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.

### **10.7 Award of Arbitrator.**

Where an Associate has been discharged in violation of this Agreement, the Arbitrator may order the Associate 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.

### **10.8 Contract Remedy.**

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

### **10.9 Past Practice.**

The parties agree to recognize the standards as set forth in Elkouri and Elkouri, *How Arbitration Works*, in determining questions of past practice. Past practice shall not obviate or otherwise modify any specific provision of this Agreement.

## **Article 11. Discipline And Discharge**

### **11.1 Discipline and Discharge.**

The Employer will discipline Associates for just cause only. Discipline will normally be in the following form:

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

Provided, however, in the case of dishonesty, drunkenness on duty or one of the more serious violations of the Employer's rules, the discipline procedure - (a), (b) or (c), above - need not be followed.

### **11.2 Written Notices.**

Written reprimands, notices of suspension and notices of discharge, which are to become part of the Associate's file, shall be read and signed by the Associate. Such signature shall, in no

way, be an admittance of wrongdoing on the part of the Associate. A copy of such reprimands and/or notices shall be given to the Associate and emailed to 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.

### **11.4 Suspensions 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 pending investigation” during which an investigation of the incident leading to the discharge will be conducted.

### **11.5 Disciplinary Meetings.**

In the event a meeting is held for disciplinary purposes, the affected Associate shall have the right to have a Union Steward and/or Union Representative present.

### **11.6 Interpreters.**

During any investigative interview that may lead to discipline, upon the request of an associate who is not fluent in English, the Employer shall provide interpretation services by another associate, the Union (if available), or other interpretation source as may be reasonably available.

### **11.7 Right of Review.**

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

### **11.8 Posting of Rules.**

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

### **11.9 Personnel Files.**

The Employer shall, at reasonable times and at reasonable intervals, upon the request, permit an Associate to inspect such Associate's personnel files on their own time.

**Article 12.**  
**Leaves Of Absence and Compensated Time Off**

**12.1 Personal Leave.**

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

**12.2 Leaves for Injury and Sickness.**

Any Associate, after exhaustion of PTO who completes their probationary period and becomes ill and presents a physician's statement of such illness to the Employer shall be granted an unpaid sick leave for a period not to exceed thirty (30) days. Such sick leave may be extended for successive thirty (30) day periods upon presentation of a physician's statement that the Associate's health or physical condition is such as to prevent them from performing the essential functions of the job for a maximum period of twelve (12) months within any twenty-four (24) month period or length of seniority (whichever is shorter) from the first day of absence. Seniority shall, but PTO or other benefits shall not, accrue or be provided during the Medical Leave. This leave shall be taken concurrently with available FMLA leave. In the event the Associate requires an extension of leave, such request must be made prior to exhaustion of the approved leave period.

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

**12.3 FMLA Leave.**

Eligible Associates may be entitled to up to twelve (12) unpaid work weeks of leave during any twelve (12) month period under the Family and Medical Leave Act of 1993 (FMLA). Associates must first use any earned PTO days as part of the twelve (12) week leave. Family and Medical Leave shall not be in addition to other leave time off under this Agreement and shall be

taken concurrent with any other leave. Associates must apply, provide all required documentation, and qualify in order to receive Family and Medical Leave. Eligible Associates shall have their health benefits continued for the duration of their Family and Medical Leave under the condition's coverage would have been provided if they had continued employment during this period. If an Associate fails to return from their Family and Medical Leave, except for a continuation, reoccurrence or onset of a serious health condition, or something else beyond the Associate's control, the Employer may recover all of the health care coverage premiums paid during the Leave.

#### **12.4 Maternity Leave.**

An Associate shall be granted a maternity leave of absence, without pay (other than PTO), under the same terms and conditions as are provided for leaves of absence for sickness under 12.2. of this Article to be taken concurrent with available FMLA leave.

#### **12.5 Child Care Leave.**

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

#### **12.6 Return from Leave of Absence.**

Any Associate 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 Associate is qualified. In the event the schedule has been abolished and cannot be reestablished, the Associate may bump into any schedule commensurate with their accrued seniority. Return to previous schedule will only be guaranteed if the leave is less than ninety-one (91) days.

#### **12.7 Military Leave.**

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

#### **12.8 Jury Duty.**

Any regular Associate, exclusive of probationary, on-call or extra Associates, 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 duty and the wages they otherwise would have earned during straight-time hours of available employment at their regular rate.

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

- (a) Available for Work and Notice. The Associate 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 Associate to be immediately available for work for the rest of the day.
- (c) PTO and Jury Duty. Associates on jury duty leave may elect to take PTO on a holiday that occurs during jury service.
- (d) Evidence of Jury Duty Pay. Associates 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 Associates.

### **12.9 Bereavement Leave.**

All regular full and regular part time Associates, exclusive of probationary, on-call or extra Associates are eligible for bereavement pay and leave up to three (3) days for the purpose of attending the funeral or mourning service related to the death of an Associate's immediate family. The immediate family shall include the Associate's spouse, domestic partner, child, foster or stepchild, mother, father, brother, sister, mother-in-law or father-in-law, Grandparents, and grandchildren. An Associate must also notify the Employer of the need for bereavement leave and, afterwards, of the facts of the bereavement leave. Such leave shall be paid at the tipped adjustment rate as defined in 14.7.

### **12.10 Union Business.**

- (a) The Employer agrees to grant the necessary time off without pay to any Associate delegated to attend a labor convention up to a maximum of seven (7) days for two (2) Associates at any one (1) time and two (2) Associates annually.
- (b) In the event that an Associate is elected to a position of full-time service with the Union, the Associate shall continue to accrue their seniority during the period of leave. Upon completion of service in the Union, the Associate shall be returned to their former job as provided in the Return from Leave section, provided the Associate notifies the Employer of such return within ninety (90) calendar days after completion of Union service.

### **12.11 Coordinate with Applicable Laws.**

The Parties of this Agreement agree that the provisions of this entire Article 12 shall be administered so as not to conflict with applicable federal or state laws governing leaves of absence. Where applicable, leaves of absence granted under this Article may run concurrently with any applicable leave rights the Associate may have under the Family and Medical Leave Act. Where the provisions of this Agreement are more favorable to the Associate than those provided under law, the terms of this Agreement shall prevail.

**Article 13.**  
**Workplace Immigration Enforcement**

**13.1 Change of Immigration Status.**

Associates who have a change in immigration status who can present documented proof of their legitimate employment status will be reinstated to employment consistent with the leave provisions of the contract. The Employer agrees to work with government agencies and the Union when such situations arise. No associate shall have a loss of seniority, compensation, or benefits due to change in immigration status or social security if the associate can present documented proof of their legitimate employment status.

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

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

**13.2 Reverification of Status.**

a) The Employer shall not require that an associate provide proof of immigration or work authorization status except as required or permitted by federal law.

b) The Employer shall not take permanent adverse employment action against an associate based solely on the results of a computer verification of immigration or work authorization status unless required by federal law.

**13.3 Social Security Discrepancies.**

a) In the event that the Employer receives notice from the Social Security Administration (“SSA”) that one or more of the associate names and Social Security numbers (“SSN”) that the employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with the SSA’s records, the employer agrees to provide a copy of the notice to the associate and the Union upon receipt.

b) The Employer agrees that it will not take any permanent adverse action against an associate solely as a result of the receipt of a no-match letter unless required by federal law.

c) The Employer agrees that it will not require an associate to produce proof of immigration or work authorization status or a copy of social security card solely as a result of the receipt of a no-match letter unless required by federal law.

### **13.4 Seniority and Leave of Absences for Immigration Related Issues.**

a) Upon request, and on no less than fourteen (14) days' prior notice, an associate may be released for up to three (3) unpaid working days per year during the term of the Collective Bargaining Agreement in order to attend to DHS proceedings and any other related matters for the associate and the associate's immediate family (parent, spouse, and/or dependent child). The Employer may require verification of such proceedings.

b) An associate who is subject to immigration or deportation proceedings shall not be discharged solely because of such pending proceedings provided that the associate remains authorized and available to work in the United States.

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

d) In the event that an associate is terminated due to their inability to provide adequate proof of authorization to work in the United States, the Employer agrees to rehire that associate for open and available positions upon the associate providing acceptable work authorization documents within twelve (12) months from the date of termination. If rehired, the associate will return without loss of prior seniority (but length of service for vacation/PTO or other benefits will not accrue during the period of absence).

## **Article 14. Paid Time Off (PTO)**

### **14.1 General.**

Paid Time Off (PTO) is a comprehensive time-off policy for eligible Associates to use for vacation, holidays, illness or injury and personal business. It combines traditional vacation, holidays and paid sick days into one flexible, paid time off policy. Associates are eligible to accrue and use PTO as described in this policy:

### **14.2 Accrual.**

Associates begin to accrue PTO from their first date of employment and may begin using PTO when it is accrued.

PTO is accrued each pay period based on the hours worked as described in the PTO Earnings Schedule. Note that the "Total Accrual Per Year" figures in the table are based on a forty (40) hour work week.

### 14.3 Maximum Balance.

The maximum number of hours an Associate may carry as a balance is two hundred (200) hours and this cap applies throughout the year. When an Associate accumulates two hundred (200) hours, they will stop accruing PTO. When the balance drops below two hundred (200) hours they will begin accruing again. The balance of Associates' PTO will be noted in their pay stub.

### 14.4 Carryover.

At the end of the calendar year, Associates may carry over a maximum of two hundred (200) hours of unused PTO to be used in the following calendar year. Any unused PTO in excess of two hundred (200) hours may not be carried over and will be forfeited, where permitted by law; Associates will not be paid for PTO that exceeds the cap.

### 14.5 Accrual Schedule.

<b>PTO EARNINGS SCHEDULE</b>		
<b>Employment</b>	<b>Hourly Accrual Rate (Per Hour Worked)</b>	<b>Total Accrual Per Year (based on a 40-hours Work Week)</b>
▪ 0 through 12 months (1 <sup>st</sup> year)	.06538	136 (17 eight-hour days) *
▪ 13 through 48 months (Post 1 year to 4th year)	.0846	176 (22 eight-hour days) *
▪ 49 months through 108 months (Post 4th year to 9th year)	.1038	216 (27 eight-hour days) *
▪ 109 months through 228 months (Post 9th year to 19 <sup>th</sup> Year)	.1230	256 (32 eight-hour days) *
▪ 229 months or more (Post 19 <sup>th</sup> Year)	.1500	312 (39 eight-hour days) *

*\* This represents the maximum potential hours earned and may vary if a Team Member's PTO balance reaches the maximum of two hundred (200) hours.*

### 14.6 Sick/Safe Time.

Each year, an Associate may use up to forty-eight (48) hours of PTO for any of the reasons articulated in, and in the manner required under, the Minneapolis Sick Leave Ordinance ("Sick and Safe PTO"). If the need for use of Sick and Safe PTO is foreseeable, the associate must provide at least seven days' notice.

Requests for Non-Sick and Safe PTO are subject to approval by the Associate's Supervisor/Manager and are based on seniority. All requests will be reviewed based on a number of factors, including business needs and staffing requirements, and will only be granted at the hotel's discretion.

A Non-Sick and Safe PTO Request Form must be filled out by the Associate, signed by the Supervisor/Manager, and turned into payroll in order for the Non-Sick and Safe PTO to be paid. PTO requests will be approved or denied within seven (7) days of the request being received.

#### **14.7 Use and Scheduling.**

PTO can be used in minimum increments of four (4) hours. PTO is paid at the Associate's base pay rate at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions, or bonuses.

- A. Upon termination of employment, associates will be paid for unused PTO that has been accrued through the last day of work. However, in the event employment is terminated, or the associate fails to give at least one (1) week notice of resignation, forfeiture of accrued but unused PTO may result. No accrued PTO will be paid out if the associate terminates or resigns during the initial ninety (90) days of employment.
- B. Tipped Associates PTO Pay Adjustment. In addition to their regular hourly rates, all qualifying tipped Associates working in the classifications of server, Banquet server, and Banquet captain, shall be compensated at a rate of \$2.00 above minimum wage or applicable rate of pay per hour for all PTO taken.
- C. Temporary layoffs or leaves of absence during the year shall not interrupt the continuity of seniority for the purpose of determining the amount of PTO for which an associate is eligible. Associates shall be entitled to receive their PTO pay before their scheduled leave.
- D. Scheduling PTO.

A sign-up sheet for vacation time (blocks of one or more weeks of PTO) shall be posted in each department twice yearly as follows:

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

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

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

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

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

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

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

**Article 15.**  
**Longevity Pay**

15.1 Full time Associates shall receive, in addition to their regular hourly wage set forth in Appendix C, non-cumulative longevity pay, as follows:

At the beginning of 6 years of continuous full-time service	\$0.05/hour
At the beginning of 11 years of continuous full-time service	\$0.10/hour
At the beginning of 16 years of continuous full-time service	\$0.15/hour
At the beginning of 21 or more years of continuous full-time service	\$0.20/hour

**Article 16.**  
**Banquet Department and Room Service**

**16.1 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.

**16.2 Banquet Staff Compensation.**

In addition to the wage rate set forth in the Schedule of Wages, Banquet Staff shall receive the Banquet service charge for the consumable food and beverage portion of each function they work as follows:

- (a) If a twenty percent (20%) service charge is required, it shall be distributed with fourteen percent (14%) being divided among those Banquet Associates who work the function with thirteen and two tenths' percent (13.2%) being divided among those who served the function and eight tenths percent (.8%) being distributed among the set-up persons who worked the function; and the remaining six percent (6%) being the sole property of the Employer. Any service charge in excess of twenty percent (20%) shall be split as follows:

- 40% of the increased amount to House
- 50% of the increased amount to Servers
- 10% of the increased amount to Set-Up.

### 16.3 **Banquet Scheduling and Compensation.**

The Employer agrees not to change its current methods of scheduling and compensating Banquet Associate, i.e., the following, without first entering into discussions with the Union:

- (a) Compensation - The Banquet service charge shall be pooled and divided on a daily basis. Each server and captain shall receive an equal portion of the service charge based on the total number of hours worked during the day. The total service charge will be divided by the daily hours worked of all banquet servers and captains. Banquet set-up service charge shall be pooled daily on the same basis.
- (b) Extra - The Employer shall maintain an extra banquet server list which shall contain all banquet servers who work on an on-call basis.
- (c) Call in Order - All regular banquet servers shall be offered work before any extra or on-call server is offered work. Associates will be granted banquet shifts in the order that the Banquet Servers respond to the open shift by replying to the email in which the open shift is offered. Work shall be divided as equally as is practical among the regular Banquet Staff.
- (d) Functions Cancelled - Any functions cancelled by the Employer shall not count as a function worked. Banquet servers will be rescheduled according to (c) above.
- (e) Rejected Hours - If a Banquet Server voluntarily chooses not to work a scheduled function, the function will be counted as having been worked in terms of the equal division of all functions among regular banquet servers.
- (f) Notice - A regular banquet server called in to work with less than twelve (12) hours' notice shall not be required to work.
- (g) In the event there are insufficient Banquet Servers to work a function and non-bargaining unit pool people are utilized, the service charge will be divided among all persons working the function, and the non-bargaining unit persons share shall be the sole property of the Employer.
- (h) All Banquet Associates, regardless of the job classification, are expected to assist with Set-up duties when necessary to convert/re-set the banquet room during an event.

### 16.4 **Full Function.**

Where clean-up is delayed until the conclusion of speeches, a program, dancing, or for any reason, only the number of Banquet staff sufficient to do the clean-up need be retained, and those that do not remain shall, nevertheless, share in the compensation.

### **16.5 Regular Banquet Staff.**

The Employer shall maintain a list which shall contain all regular Banquet Staff who work on a full-time call basis. The seniority list of all such regular banquet servers shall be posted every three (3) months and, upon request by the Union, shall provide an updated list of all regular banquet servers to the Union.

### **16.6 Employer Records.**

The Employer shall maintain complete records on all banquets and functions and the amount of service charge or gratuities deposited with the Employer for the Banquet staff along with the actual amount or method of distribution submitted to the Banquet staff. The Banquet Associate or Union representative shall be permitted to inspect the banquet compensation records during usual office business hours.

### **16.7 Service Charge on Guaranteed Meals.**

Service Charges shall be paid on the guaranteed number of meals paid by the guest. On banquet functions where the Employer has comped meals or reduced the bill for reasons unrelated to the server(s), the server(s) shall not suffer a reduction in service charges.

### **16.8 Corkage Fees.**

If a service charge is assessed on beer, wine or liquor brought in by a guest, the serving person(s) shall receive their appropriate percentage of the full service charge.

### **16.9 Replacements.**

Any Banquet server seeking to waive a function must secure their replacement who must be approved in advance. Waived shifts or functions shall not be regarded as hours worked.

### **16.10 Banquet Bartending.**

The Employer's current practice of giving scheduled preference on Banquet bars first to regular Bartenders shall not be changed without first notifying the Union. It is understood that individuals must be both qualified as well as available to perform such work.

### **16.11 Room Service Server.**

A service charge of twenty percent (20%) shall be paid to Room Service Server plus one dollar (\$1.00) delivery fee.

### **16.12 Discounted or Donated Product.**

The Banquet Staff, including Banquet Bartenders, working a Sales and Promotion function, a hotel sponsored discounted function, or a function that brings in their own food or donated

product shall receive the normal service charge based on retail price. Retail price shall be the banquet menu price of the item(s) or comparable menu item. A “corkage fee” based on the price of a bottle of the house wine will be paid for the serving of donated liquor.

**Article 17.**  
**Housekeeping Department**

**17.1 Room Limits.** Housekeeping associates shall not normally be required to clean more than fifteen (15) rooms with a maximum of thirteen (13) checkouts per eight (8) hour shift. Associates cleaning more than fifteen (15) rooms within an eight (8) hour shift shall be paid seven dollars (\$7.00) per room.

\*For purposes of this Agreement, one (1) suite will equal 1.5 rooms. Suites shall equal two (2) rooms for any check-ins on Fridays or Saturdays until the suite is next cleaned.

**17.2 Multiple Floors.**

The Employer shall utilize its best efforts to assign housekeeping associates to as few floors as possible. Room Attendants assigned to more than three (3) floors during a shift shall have their total number of assigned rooms reduced by one (1) room and six (6) or more floors reduced by two (2) rooms.

On any day when the Hotel occupancy is below 50%, the standards above will be modified so that room attendants assigned to more than four (4) but fewer than eight (8) floors during a shift shall have their total number of assigned rooms reduced by one (1) room and room attendants assigned to eight (8) or more floors during a shift shall have their total number of assigned rooms reduced by two (2) rooms.

**17.3 Extra Beds.**

Room Attendants who are required to make up a cot for stay overs shall be paid two dollars and fifty cents (\$2.50) per bed/cot.

**17.4 Assistance.**

A housekeeping Associate may request assistance when the nature of the work to be performed is quite difficult or hard to perform.

**17.5 Cleaning Supplies.**

A list of all cleaning products used by Associates will be provided to the Union upon request no more than once annually.

#### **17.6 Renovations.**

In the event that the Hotel renovates rooms or makes any physical changes to the property that would substantially affect the daily workload of the room attendants, the Employer agrees to provide the union with thirty (30) days' notice prior to completion of the renovation and, upon request, agrees to meet with the union and discuss the changes.

#### **17.7 Gratuities.**

The Employer and the Union agree that gratuities left by guests in hotel rooms are for the benefit of room attendants unless otherwise indicated by the guest. Ordinarily, gratuities are not to be removed from a guest room other than by the attendant who cleaned the room or a member of Management who may remove the gratuity in order to provide it to the attendant or other associate designated by the guest.

#### **17.8 Green Programs.**

The Employer shall supply housekeeping services to occupied guest rooms which are under the employers environmentally friendly "green" program no less often than every third (3<sup>rd</sup>) day.

#### **17.9 Night Differential.**

Associates in the housekeeping department shall receive an additional one dollar (\$1.00) per hour premium for all work performed on the night shift (11:00 p.m. - 7:00 a.m.).

#### **17.10 Vomit/Defecation Pay.**

Any Associate required to clean vomit or defecation will be paid an additional twenty dollars (\$20.00) for such duty but does not apply to minimum spots but could apply more than once if there are multiple substantial locations within the room after inspection and approval by the Employer. Such work and authorization of pay will be subject to the approval of the Executive Housekeeper.

#### **17.11 Scheduling of House Person.**

One (1) House Person will normally be scheduled for every seventy (70) rooms to be cleaned.

### **Article 18. Panic Buttons/Safety**

#### **18.1 Commitment to Safety.**

a) The Employer affirms its commitment to the safety of its associates and that it will take reasonable measures to provide a safe workplace for all associates. The parties agree to importance of associates participating in maintaining a safe workplace and agree that associates

shall follow all reasonable safety rules and policies, including notifying management of observed safety incidents or unsafe conditions or situations.

b) No later than December 31, 2022, the Employer shall implement safety device protocols for all associates who are required to enter a guest room as part of the associate's work. At a minimum, each such associate will, at the beginning of their shift, be supplied a personal safety alarm device that emits a minimum one hundred twenty (120) decibel alarm and that can be carried/concealed by the associate. If, during the life of this Agreement, the brand standard applicable to the Employer changes regarding panic buttons, the Employer will implement the change if it is able to do so and if the total capital expense is expected to be less than \$5,000. If the total capital expense is projected to be \$5,000 or more, the Employer will notify the union of the change in brand standard and, upon request, will meet to discuss options.

c) In the event that the Hotel receives an accusation that a guest has made an unwanted sexual advance, request for sexual conduct, or other verbal or physical conduct of a sexual nature towards an associate the Hotel shall investigate the accusation. At the conclusion of the investigation, the Employer shall take remedial measures as it deems appropriate. At the conclusion of the investigation, the Employer shall inform the complaining Associate of the steps that were taken in response to the Associate's accusation. Upon a reasonable request, the Hotel shall reassign the Associate to a different floor or work area away from the guest for the entire duration of the guest's stay.

d) The Employer shall not discipline nor otherwise adversely affect any associate for making a good faith complaint against a guest.

## **Article 19.** **Equipment**

### **19.1 Supplies.**

The Employer shall provide sufficient supplies, equipment and cleaning materials needed for the timely, safe, efficient, and effective performance of their duties to all associates.

### **19.2 Defective Equipment.**

Associates are expected to report equipment defects in a timely fashion. In the event that such reported defect may affect safety, the Employer will investigate the concern to determine its safety and, as necessary, make appropriate repairs. Associates are not expected to use defective equipment that they reasonably consider to be in an unsafe condition provided the associate has given immediate notice to management of the defect so that the problem can be addressed.

**Article 20.**  
**Safety and Labor Management Committee**

**20.1 Safety Committee.**

The Employer agrees that, for the life of this Agreement, it will continue the existing structure and agenda of its Safety Committee, to include discussing and making recommendations relating to safety in the workplace. The Committee will continue to consist of at least two bargaining unit associates and will meet at regular intervals.

**Article 21.**  
**State and Federal Law**

**21.1 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 of Minneapolis, State of Minnesota 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. Minimum hourly rates will be adjusted to recognize any Minnesota tip credit.

**21.2 Class B License.**

All bell persons hired after March 1, 2004, shall possess a valid Minnesota Class B commercial driver's license within two (2) months of hire. This period may be extended for cause by the Employer.

**21.3 Equal Opportunity.**

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

**Article 22.**  
**Medical Examinations**

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

**Article 23.**  
**Drug/Alcohol Testing**

The Employer may require any Associate to undergo drug or alcohol testing in accordance with its drug and alcohol testing policy.

**Article 24.**  
**Health, Dental and Life Insurance**

**24.1 Trust Language.**

The Employer agrees to contribute for each associate covered by this Agreement to UNITE HERE HEALTH (“Fund”) for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Hospitality Plan or such new, merged, or consolidated plan units as may be adopted by the Trustees. Said contributions shall be submitted electronically together with an electronic report of the associate data required by the Fund in the format prescribed by the Fund, no later than the fifteenth (15<sup>th</sup>) day of the month preceding the month of coverage.

In addition to providing the monthly report and payment set forth above, the Employer must report to the Fund, by no later than 10 a.m. on the last business day of the month, any changes in the status of an associate that may affect that associate’s coverage (for example, terminations, layoffs, new hires and newly eligible). Since the Fund generally cannot rescind coverage, if the Employer fails to timely report a change that would otherwise terminate coverage, the Employer must pay the entire contribution for that associate (including any co-premium normally paid by the associate) for each additional month until the status change is reported to the Fund. If the Employer timely reports a change that would otherwise terminate coverage, the Employer will receive a credit for any applicable monthly payment submitted during the month of change.

The Employer agrees to submit the electronic payments and reports in a format approved by the Fund or directly via the Fund’s online system. The parties acknowledge that an Excel spreadsheet with the required data fields and payment via ACH are approved formats. The Union and Employer acknowledge that the Employer’s late report may result in a delay in the benefits of otherwise eligible associates.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust (“Trust Agreement”) of the Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

**24.2 General Provisions.**

The Company will begin making contributions to the Fund for all eligible associates who elect contributions upon the earlier of: (a) the first of the month following two months of employment or (b) completion of one thousand (1000) hours of service. The Company shall promptly report all new hires to the Fund as required in accordance with Section 1 of this Article.

For the purposes of Health and Welfare benefits Full Time shall be defined as those who work an average of seventy (75) hours or more per month.

**24.3 Monthly Contributions.**

The Employer shall contribute the sums stated below for each eligible associate.

Gold Plus Medical – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	Single + <u>Spouse</u>	Single+ <u>Child(ren)</u>	<u>Family</u>
1/1/22	\$636.75	\$1,358.02	\$1,062.13	\$1,886.15
1/1/23	\$659.03	\$1,405.55	\$1,099.31	\$1,952.17
1/1/24	\$705.17	\$1,503.94	\$1,176.26	\$2,088.82
1/1/25	To be determined			

Silver Plus Medical – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	Single + <u>Spouse</u>	Single+ <u>Child(ren)</u>	<u>Family</u>
1/1/22	\$514.36	\$1,097.01	\$857.98	\$1,523.63
1/1/23	\$532.37	\$1,135.40	\$888.01	\$1,576.95
1/1/24	\$569.63	\$1,214.88	\$950.17	\$1,687.34
1/1/25	To be determined			

Dental HMO with Vision - Monthly Rates

<u>Effective Date</u>	<u>Single</u>	Single + <u>Spouse</u>	Single+ <u>Child(ren)</u>	<u>Family</u>
1/1/22	\$21.72	\$49.37	\$48.66	\$71.31
1/1/23	\$22.48	\$51.10	\$50.36	\$73.81
1/1/24	\$24.05	\$54.67	\$53.88	\$78.97
1/1/25	To be determined			

Dental PPO with Vision - Monthly Rates

<u>Effective Date</u>	<u>Single</u>	Single + <u>Spouse</u>	Single+ <u>Child(ren)</u>	<u>Family</u>
1/1/22	\$37.98	\$89.50	\$87.41	\$127.06
1/1/23	\$39.31	\$92.63	\$90.46	\$131.50
1/1/24	\$42.06	\$99.11	\$96.80	\$140.71

Employer agrees to contribute the contribution rates necessary for the above-mentioned options, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate contribution rates are not paid, the Trustees of the Fund may eliminate benefits to

otherwise eligible participants and terminate the employer's participation pursuant to the Fund's Minimum Standards.

#### **24.4 Associate Co-premiums.**

For all levels of medical coverage, the Employer will contribute \$507.20, and the associate shall pay the difference. Dental and Vision will be paid in full by associates for all levels of coverage.

The Employer will deduct the applicable amounts from associates' paychecks on a monthly basis. The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible associates.

Effective October 1, 2022, Associates shall be eligible for single health coverage at a rate of 6% of the cost of coverage per month for Silver Coverage and 18% of the cost of coverage per month for Gold coverage. Associates shall be eligible for single Dental and Vision level coverages at a rate of 6% of the cost of coverage per month for the HMO coverage and 18% of the cost of coverage per month for the PPO coverage. The cost of any Dependent Health Coverage will be the difference between what the Employer would pay for single coverage and the full cost of the plan.

#### **24.5 Enrollment.**

The Employer and the Union will hold an initial open enrollment and benefits engagement event on the Employer's premises within the Fund-specified enrollment period. The Employer shall release for thirty (30) minutes on work time all associates eligible to enroll to meet with a representative of the Union, who will show associates how to enroll electronically and explain important information about the Hospitality Plan.

For associates hired after the effective date of this agreement, or who become eligible to enroll in the Hospitality Plan after the effective date of this agreement, the Employer shall make available a computer for associates to use during such associate's enrollment period to electronically enroll in the Hospitality Plan.

#### **24.6 Mandatory Health care Meetings.**

The Employer and the Union are jointly committed to maintaining quality and affordable health care for all bargaining unit members. To that end, the parties have agreed to the following proactive training program in order to ensure that covered individuals are made aware of the most effective way to utilize the benefits in an effort to maximize quality and control costs.

- a) The Employer will call a mandatory associate meeting within ninety (90) days of the signing of this CBA, or at a later time by mutual agreement with the Union;
- b) Each year thereafter, the Employer shall call a mandatory associate meeting within ninety (90) days of open enrollment, or at a later time by mutual agreement with the Union;

- c) Such meeting shall be no less than thirty (30) minutes, but may be added to the beginning or end of an existing mandatory associate meeting;
- d) Only those associates who are eligible to participate in the UNITE HERE HEALTH Hospitality Plan Unit will be required to attend;
- e) Associates attending such meeting will be paid at their normal hourly rate.
- f) The meeting will be run by staff from UNITE HERE HEALTH and/or the Union.
- g) The General Manager and/or local Human Resources Representative will attend this meeting in order to better be able to answer any questions they may receive from associates.
- h) The General Manager and/or local Human Resource Representative and Local Union Representative will coordinate to determine if the location needs to have one mandatory meeting or multiple meetings to accommodate differing days off and/or shifts.

**24.7 PTO Hours Towards Eligibility.**

PTO periods or other time off for which payment is actually made to the Associate are considered as “hours worked” for the purpose of Employer contributions, Associate contributions, and eligibility to participate in the Fund.

**24.8 Family Medical Leave.**

If an Associate takes a leave that qualifies under the Family Medical Leave Act (FMLA) or Minnesota statutory version of the FMLA, then the Employer agrees to continue to submit contributions (premiums) to the Fund on behalf of the Associate during the qualified leave period. The Associate is required to submit their portion of the contribution (premium) payment to the Employer.

**Article 25.**

**Deferred Contribution Plan (401k)**

**25.1** The Employer shall have available a 401K Plan for full time Associates having at least three (3) months of service by the next entry date. Enrollment will be quarterly for eligible Associates. The Employer shall match up to fifty percent (50%) of salary deferrals up the first seven percent (7%) of associates contributions. Associates must be actively employed at the time the Employer contribution is made in order to receive the contribution. Further details of the Plan will be determined by the Employer. A copy of the 401 K Summary Plan Description shall be provided to the Union.

**Article 26.**  
**Successors and Assigns**

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

**Article 27.**  
**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 hereby 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 28.**  
**Term of Agreement**

This Agreement shall be in effect for a period of five (5) years, commencing on March 1, 2020, and shall continue to and include the 29<sup>th</sup> day of February 2025, and shall automatically renew 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 THEREOF, the Employer and the Union hereby execute, sign and attest to this Agreement this 22nd day of June, 2022.

HEARTLAND SEVEN CORNERS  
HOTEL, LLC DBA: COURTYARD  
MINNEAPOLIS DOWNTOWN

UNITE HERE LOCAL #17, AFL-CIO

By: Marty Schowley  
Its: V.P. OPERATIONS  
Date: 7-31-22

By: Christa Swack  
Its: President  
Date: 6-22-22

**APPENDIX A**  
**SENIORITY CLASSIFICATIONS**

1. Bell Captain
2. Bellstand
3. Room Cleaner
4. Public Space Cleaner
5. Laundry
6. Steward
7. Bartender
8. Barback
9. Cocktail Server
10. Cooks I, II, III
11. Pantry
12. Ala Carte Server
13. Ala Carte Buspenderson
14. Banquet Server
15. Banquet Captain
16. Banquet Set-up
17. Lead Banquet Set-Up
18. Room Service Captain
19. Room Service Server

**WAGE APPENDIX B  
MINIMUM RATES**

Classification	3/1/2022	9/1/2022	3/1/2023	9/1/2023	3/1/2024	9/1/2024
<b>Cook I</b>						
Start	\$20.52	\$20.82	\$21.12	\$21.42	\$21.72	\$22.02
12 Months	\$21.87	\$22.17	\$22.47	\$22.77	\$23.07	\$23.37
24 Months	\$22.77	\$23.07	\$23.37	\$23.67	\$23.97	\$24.27
36 Months	\$23.41	\$23.71	\$24.01	\$24.31	\$24.61	\$24.91
<b>Cook II</b>						
Start	\$19.13	\$19.43	\$19.73	\$20.03	\$20.33	\$20.63
12 Months	\$20.55	\$20.85	\$21.15	\$21.45	\$21.75	\$22.05
24 Months	\$20.97	\$21.27	\$21.57	\$21.87	\$22.17	\$22.47
36 Months	\$21.57	\$21.87	\$22.17	\$22.47	\$22.77	\$23.07
<b>Cook III</b>						
Start	\$17.75	\$18.05	\$18.35	\$18.65	\$18.95	\$19.25
12 Months	\$19.13	\$19.43	\$19.73	\$20.03	\$20.33	\$20.63
24 Months	\$19.44	\$19.74	\$20.04	\$20.34	\$20.64	\$20.94
36 Months	\$20.08	\$20.38	\$20.68	\$20.98	\$21.28	\$21.58
<b>Steward</b>						
Start	\$15.40	\$15.80	\$16.20	\$16.60	\$17.00	\$17.40
12 Months	\$15.85	\$16.25	\$16.65	\$17.05	\$17.45	\$17.85
24 Months	\$16.31	\$16.71	\$17.11	\$17.51	\$17.91	\$18.31
36 Months	\$16.70	\$17.10	\$17.50	\$17.90	\$18.30	\$18.70
48 Months	\$17.44	\$17.84	\$18.24	\$18.64	\$19.04	\$19.44
<b>Bartender</b>						
	Minimum	Wage				
<b>Banquet Set-up</b>						
Start	\$15.30	\$15.60	\$15.90	\$16.20	\$16.50	\$16.80
12 Months	\$15.75	\$16.05	\$16.35	\$16.65	\$16.95	\$17.25
24 Months	\$16.21	\$16.51	\$16.81	\$17.11	\$17.41	\$17.71
36 Months	\$16.69	\$16.99	\$17.29	\$17.59	\$17.89	\$18.19
<b>Lead Banquet Set-Up</b>						
Start	\$15.80	\$16.10	\$16.40	\$16.70	\$17.00	\$17.30
12 Months	\$16.25	\$16.55	\$16.85	\$17.15	\$17.45	\$17.75
24 Months	\$16.71	\$17.01	\$17.31	\$17.61	\$17.91	\$18.21
36 Months	\$17.19	\$17.49	\$17.79	\$18.09	\$18.39	\$18.69
<b>Housekeeping</b>						
Start	\$15.40	\$15.80	\$16.20	\$16.60	\$17.00	\$17.40
12 Months	\$15.85	\$16.25	\$16.65	\$17.05	\$17.45	\$17.85
24 Months	\$16.31	\$16.71	\$17.11	\$17.51	\$17.91	\$18.31
36 Months	\$16.70	\$17.10	\$17.50	\$17.90	\$18.30	\$18.70
48 Months	\$17.44	\$17.84	\$18.24	\$18.64	\$19.04	\$19.44
<b>Bistro Attendants</b>						
	Minimum	Wage				



**Table of Contents**

**Article 1. Purpose and Coverage .....1**

**Article 2. Complete Agreement .....1**

**Article 3. Union Rights .....2**

**Article 4. Management Rights .....5**

**Article 5. No Strike - No Lockout.....6**

**Article 6. Pay, Gratuities And Job Classifications.....6**

**Article 7. Meals/Uniforms/Rest Periods.....8**

**Article 8. Hours Of Work, Overtime And Premium Pay.....9**

**Article 9. Seniority .....11**

**Article 10. Grievance And Arbitration Procedure .....15**

**Article 11. Discipline And Discharge .....17**

**Article 12. Leaves Of Absence And Compensated Time Off.....19**

**Article 13. Workplace Immigration Enforcement.....23**

**Article 14. Paid Time Off (PTO) .....23**

**Article 15. Longevity Pay .....26**

**Article 16. Banquet Department And Room Service.....26**

**Article 17. Housekeeping Department .....29**

**Article 18. Panic Buttons/Safety .....30**

**Article 19. Equipment.....31**

**Article 20. Safety and Labor Management Committee.....32**

**Article 21. State And Federal Law .....32**

**Article 22. Medical Examinations .....32**

**Article 23. Drug/Alcohol Testing.....33**

**Article 24. Health, Life, And Dental Insurance.....35**

**Article 25. Deferred Contribution Plan (401k) .....36**  
**Article 26. Successors And Assigns .....37**  
**Article 27. Savings Clause .....37**  
**Article 28. Term of Agreement .....37**  
**APPENDIX A - SENIORITY CLASSIFICATIONS.....38**  
**WAGE APPENDIX C – MINIMUM RATES .....39**