

**COLLECTIVE BARGAINING
AGREEMENT**

Between

UNITE HERE! Local 17, AFL-CIO

And

**Kinseth Hospitality Company, Inc. as
managing agent for Kahler Hotels, LLC**

December 20, 2022, through March 31, 2024

**COLLECTIVE BARGAINING AGREEMENT
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COLLECTIVE BARGAINING AGREEMENT

This Agreement made this 20th day of December 2022 by and between UNITE HERE Local 17, AFL-CIO hereafter referred to as the "Union" and Kinseth Hospitality Company, Inc. as managing agent for The Kahler Grand Hotel, Rochester Marriott Mayo Clinic Area, Kahler Inn & Suites, Residence Inn, Rochester Mayo Clinic Area located in Rochester, Minnesota, hereinafter referred to as "Employer." "Hotel" "Company" or "Management".

WITNESSETH:

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

ARTICLE 1

Purpose, Coverage & Recognition

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

1.2 Coverage. For the purpose of this Agreement. the term "employees" shall cover housekeepers, bell person, telephone operators, engineers, restaurant employees, but excluding all employees assigned to work in the Hotel which include all administrative assistants/office/clerical, accounting, Human Resources, Front Office, including front desk agents, concierge, sales and catering department, host, clerical employees, purchasing agents, retail store employees, groundskeepers, engineering and maintenance managers, professional, confidential, temporary outside contract labor, contract employees and all guards and supervisors as defined by federal law. The listing of a classification in the Schedule of Wages does not require the Employer to employ any employee in that classification. The Hotel may opt to utilize job combinations or not to use certain of these positions.

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

1.4 Guest Service. It is recognized and understood that the tradition of Kahler Hospitality Group, Kahler Grand Hotel, Kahler Inn & Suites, Rochester Marriott, Rochester Residence Inn, and Starbuck's has been built around providing guests with empathy and the highest standards for accommodations and personalized service. The hotels set high standards

of service for our guests seeking serious medical care which requires a high sense of empathy and patience and as a result expects a high level of service performance from our employees. An important key to this success is a willingness of all parties always place the guest's needs first. The Hotels, the employees and the Union mutually agree to work together to ensure that the highest level of professional guest service is delivered. The Employer reserves the right to direct, change, modify or amend hotel or outlet procedures as it relates to guest service.

ARTICLE 2

Complete Agreement, Union & Management Cooperation

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. This agreement incorporates the entire understanding between the parties and supersedes all prior agreements, letters of understanding, grievance settlements and past practices between the parties except for those practices identified by the parties thus would require the Employer and the Union to mutually agree in writing. This agreement shall be modified or amended only through the Employer and Union, and both must mutually agree on the terms, modifications or amendments set forth and outlined in this agreement.

2.2 No Vested Interest Acquired by Employees. Employees shall acquire no vested interest in the rights or benefits granted herein which are not subject to being changed, revised, or divested, in accordance with this Agreement or any subsequent revisions or terminations. All rights or benefits which employees acquire under the terms of this Agreement shall extend only for the duration of this Agreement and shall then terminate, unless expressly renewed or extended for an additional term by written agreement or by application of the automatic renewal clause of this Agreement.

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

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

2.5 English Proficiency. While English is the language of the workplace, the Employer recognizes the right of Employees to use the language of their choice when speaking amongst themselves in the back of the house areas during work hours provided that such conversations

are conducted in a manner that is respectful of guests and other Employees and is consistent with quality guest 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 employees covered by this Agreement. The Employer agrees not to enter into any agreements or contracts with its employees, individually or collectively, which conflict with the terms and provisions of this Agreement, except as expressly agreed to in the form of a written addendum.

3.2 Union Shop. It shall be a condition of employment for all employees covered by this Agreement that all employees who are members of the Union on the effective date of this Agreement shall remain members of the Union or pay fees in lieu thereof. Furthermore, any of these employees who are members of the Union on the effective date of this Agreement shall, on or after the thirty first (31st) day of the effective date, 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. The employer reserves the right to dismiss an employee before thirty (30) calendar days without union representation or without notifying the union should the employee fail to meet the expectations of the role or department.

3.3 Check-off. The Employer shall check-off monthly Union dues and initiation fees and/or other required fees in a manner according to procedures agreed upon between the representatives of both Parties upon receipt of the written authorization form to deduct union dues or fees signed by the employee. The employer shall update the dues checkoff list provided by the union for new hires and terms each month.

3.4 Maintenance of Check-Off. The Employer shall adhere to the reasonable and lawful provisions in each dues check-off authorization agreed to by the employee.

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

3.6 Employee Information. The Employer shall upon reasonable request provide to the Union an updated electronic bargaining unit list of employees including name, address, telephone number (home and mobile), email address, work hours, classification, date of hire, and seniority date. It shall be the responsibility of the Employee to keep their information up to date with the Employer.

3.7 New Employee Orientation. It is in the interest of the Employer and the Union that all newly hired employees are informed of the rights, obligations, and benefits of their employment with the Employer and membership with the Union. Accordingly, the Employer shall notify the Union of all new hire orientation. Each newly hired bargaining unit employee shall, within a reasonable amount of time, be scheduled, at a time that is mutually agreeable to the parties for an orientation which shall be provided by the Union.

3.8 PAC Check Off. The Employer agrees to honor political contribution deduction authorizations from employees in the follow form:

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

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

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

3.9 Indemnification. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of or by reason of, any action that shall be taken by the Employer for purposes of complying with the foregoing provisions of this Article 3 or in reliance of any authorization or list which shall be furnished to the Employer by the Union under any of such provisions.

3.10 Bulletin Board. The Employer agrees to provide a space in which the Union may place a bulletin board for the posting of all Union communications in a conspicuous area frequented by employees, provided such material is not detrimental to the labor-management relationship.

3.11 Union Representation.

a) Shop Stewards from among the employees who are members of the Union. The names of such Shop Stewards shall be sent to the Employer in writing. Union Shop Stewards shall be required to fulfill their obligations to the Employer and the Employer's guests and to perform their job duties as any other employee covered by the Agreement. Shop Stewards shall

not interrupt employees while working. Union Stewards shall work in accordance with the hotel rules.

b) Stewards shall not, however, interfere with the management of the business or direct the work of any employees regardless of whether they believe a grievance exists. When the Employer requests that a Steward participate in a grievance meeting that is scheduled during a Steward's regular shift, such hours will be considered work time for that Steward. If additional Stewards are in attendance at such a meeting, the Hotel shall be under no obligation to consider their time spent at the meeting as work time. Only the Regional Manager, General Manager or their designee and the Union's principal officer shall have the authority to alter or modify any terms or provisions if this Agreement. Such changes shall be in writing and signed by both parties.

3.12 Union Visitation. Union representatives and officers shall be privileged to visit the premises of the Employer, generally in the non-working area at all reasonable hours for the transaction of official Union business. Union Officers and Business Agents shall call or email the Human Resources representatives and/or designated management representative of their presence upon the premises and shall not interrupt employees while working.

3.13 Voter Registration. The Employer and the Union will provide employees with the opportunity to register to vote in the employee break areas.

3.14 Copies of Agreement. The Employer agrees to provide a copy of the collective bargaining agreement to all new hires along with the Employer's Handbook and/or rules. The Union will provide copies of the collective bargaining agreement to the Employer.

3.15 Union Buttons. All employees shall be permitted to wear their official Union button and/or official steward button, which identifies affiliation with the Union, provided the button size is no larger than the present button which is no larger than 1 ½ inches in diameter. The union shall provide the employer with the official union button and all other buttons or insignia shall be approved beforehand by management.

ARTICLE 4

Management Rights

4.1 Rights of Management. The Employer and the Union specifically agree that management shall have all of the inherent rights to operate and manage its business, solely and exclusively, and the right to direct the work force and to determine the policies and methods of operating the Hotels. Such management rights and responsibilities shall include, but not limited to the following: the right to select employees it will hire, including the right to make the final determination of the qualifications of applicants and on who it will hire; the right to establish or revise work schedules; to determine the size and composition of its working force; to determine the number and type of equipment, material, products and supplies to be used or operated and services to be delivered; to discipline or discharge employees for just cause; to maintain efficiency of employees; to determine assignments of work; to determine the number of employees who may be off on paid time off (PTO) or other approved time off at any given time;

to modify or discontinue all or any part of its business operations; to expand, reduce, alter, combine or transfer, assign, or cease any job, department or operation for business purposes; to introduce new, different or improved methods and procedures in its operations; the right to utilize management or other non-bargaining unit workers to meet business demands, including but not limited to demands created by absenteeism or other attendance-related issues and to otherwise generally manage the Hotels, except as expressly restricted by the provision of this Agreement. Provided however, the Union shall be notified of any new job classification combination.

4.2 Rules and Regulations. The Employer shall have the right to create, implement, modify, and enforce reasonable rules, regulations, policies, or procedures or to modify or eliminate the same at any time so long as such rules, regulations, policies or procedures or modifications are not in conflict with any specific provision of this Agreement.

ARTICLE 5

NO STRIKE/NO LOCKOUT

5.1 No Strike 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 Hotels during the term of this Agreement or any extension; and the Employer agrees that there shall be no lockouts during the term of this Agreement or any extension. Participation by any employee in any such practices is prohibited by this Section shall be considered just and reasonable cause for discharge or other disciplinary action by the Employer.

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

a) The Union shall declare publicly that such action is unauthorized by the Union if requested to do so by the Employer.

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

c) The Union shall not question the unqualified right if the Employer to discipline or discharge employees engaging in, participating in, or encouraging such action. It is understood that such action of 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 issues of fact as to whether or not any particular employee has engaged in, participated in, or encouraged any such violation may be subject to arbitration. Only the fact as to whether or not an employee is engaged in a violation of this Article may be subject to the grievance and arbitration provisions of this Agreement and the Arbitrator shall have no authority to alter the discipline issued by the Employer.

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

ARTICLE 6

Pay, Gratuities and Job Classifications

6.1 Minimum Pay. 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 part of this Agreement and will be made effective the first pay period following the ratification of this agreement. State or Federal minimum wage requirements will be applied if applicable. Current past practices that do not appear in the contract will be continued for the term of this agreement.

6.2 Merit Increases. The wage scale as set forth in the Schedule of Wages of this Agreement reflects minimum rates and does not prohibit an employee from receiving a higher wage or one time incentive. The Employer may, in its sole discretion, provide a higher wage or one time incentive to an individual employee without having to pay the same amount to every employee in the same classification. If the Employer provides the employee a higher rate the Employer will notify the Union. All rate increases shall become effective in the first pay period following the eligibility date.

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.

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

6.5 Full-Time Payroll Employees. Regular full time payroll employees are employees who have completed their probationary period and work an average of thirty (30) hours a week and shall be calculated on a quarterly basis. A full-time employee shall maintain their full-time status and eligibility for benefits unless and until they fail to meet the thirty (30) hour average requirement in two (2) consecutive quarters.

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

6.7 Gratuities (Excluding Banquet Servers and All Banquet and Catered Events)

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

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

c) The Hotel will pay all tipped employee any tips earned for the pay period through payroll and the amounts will be placed on the employee's check. This includes all credit card tips, direct bill tips, house charge tips, etc. All tipped wages will be subject to taxes in accordance with federal and state laws.

ARTICLE 7

Meals, Uniforms and Employee Areas

7.1 Meals. At properties where meals are served, the Employer will offer employees a discounted meal cost of fifty percent (50%) per scheduled shift. Meal periods shall be an uninterrupted one-half (1/2) hour for which the employee is not to be compensated. Employees must not disrupt service for a discounted meal and shall be instructed and approved by management. If employees are required to work any portion of the meal period, they shall receive the regular hourly rate for the entire meal period. Employees are responsible for clocking in and out at the beginning and end of each thirty (30) minute meal period.

7.2 Uniforms. Employer agrees to furnish uniforms for the culinary, engineering and room attendants. Coats for bellman will be provided and laundered if needed. Unless authorized by management, employees must not wear the uniforms off property. The employee is expected to ensure the uniform is clean and professional at all times. The Employer also agrees to replace, at no cost to the employees those uniforms which appear to be worn or stained. The Employer will notify the Union when there is a change in this provision.

Uniforms shall be designed and maintained in an appropriate manner as to account for the conditions in which employees work, the tasks they perform, weather conditions, safety, and health issues.

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

7.4 Employee Areas. The Employer shall maintain sanitary areas for employees like dining areas or locker rooms. Employee areas, including locker rooms, break rooms, and departmental offices that are used by bargaining unit employees, shall be cleaned by the housekeeping department a minimum of twice per week. All employees are expected to properly dispose of all waste items and clean up after themselves when using shared facilities. The Employee is not allowed to use any guest facilities without management authorization.

7.5 Employer Policies. Employees covered by this agreement shall observe all employer policies as may be established by management, provided such policies do not conflict

with or supersede any of the terms or provisions of this Agreement. All work policies shall be conspicuously posted by the time clocks or on employee bulletin boards and a copy provided to the Union or its designated representative.

7.6 Culinary. Professional knife sharpening or professional knife sharpening equipment shall be made available upon request for employees required to use knives. Professional knife sharpening shall be scheduled periodically or as required.

7.7 Stewarding. Upon request to manager water repellent aprons, gloves and rubber boots will be available to those working in the dish area.

7.8 Language Specialist. An employee designated by Management to translate at meetings will be paid ten dollars (\$10.00) for such translations.

ARTICLE 8

Hours of Work and Overtime

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 schedule. however, this section is subject to Article 9 on Seniority.

8.2 Standard Workweek. The basic work week shall consist of five (5) days, forty (40) hours with two (2) consecutive days of rest within a seven (7) day period which may be varied by mutual agreement. Employer's standard workweek begins at 12:00 am Wednesday through 11:59 pm the following Tuesday. The Employer agrees to notify the Union of any change in the standard work week. Any employee in the maintenance departments who is called from home for an emergency condition and has to report to the hotel shall be given four (4) hours minimum pay or work time for such call-in work. Emergency call backs will be handled on a seniority basis amongst employees qualified to correct the emergency.

8.3 Standard Workday. The standard workday shall be eight (8) working hours within eight and one-half (8 ½) on the Employer's premises, except for banquet employees. Banquet employees will be scheduled according to the needs of the business, including split shifts. Employees who work beyond their regular daily schedule in any day shall not be required to take time off later in the work week because of such extra hours. The Employer agrees not to schedule employees for work with less than eight (8) hours between shifts, unless mutually agreed upon by the employee and the Employer. By mutual agreement between the employee and employer, non-consecutive days off may be scheduled to include banquets and on-call employees.

8.4 Overtime Work. When necessary, overtime shall be worked based on seniority (volunteers based on highest seniority, required based on lowest seniority) of those employees on duty and performing the work on the shift for which overtime is required, Employees shall be paid for all overtime work and shall not be required to take time off for extra time worked.

Overtime will not apply to function and on-call employees who work less than four (4) days per week.

8.5 Overtime Pay. Time and one-half shall be paid after forty (40) hours worked in any one work week period. Employees who are scheduled to work the overnight shift shall be paid a premium of one dollar (\$1.00) for all hours worked between 10:00 p.m. and 7:00 a.m.

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

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

8.8 Work Schedules. All work schedules shall be posted as far in advance as possible prior to the first day of the schedule but not later than Tuesday at 5:00 pm one (1) week prior to the beginning of the work week involved. Employees will have until 5:00 p.m. on Friday before the first scheduled day to contest any discrepancies in the schedule. Such schedules may be changed in cases of emergencies or business necessities as determined by the Employer. No employee shall be entitled to Report in Pay or other 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. When cancelling a scheduled shift, the Employer will attempt to speak with the employee directly by calling the phone number in the employee's personnel file. A call will be made to the employee and the Employer will leave a message, employees are responsible for ensuring the department and the Human Resources Office has the current contact information file also to include an emergency contact. Schedule requests including preferential work schedules will be based in accordance with Article 9 Seniority. Where Employees are permitted to submit requests for ongoing schedule preferences, they shall make requests to their direct manager/supervisor. Employees who are scheduled in advance to work one (1) or both of their days off and calls in sick earlier in the week shall not be eligible for time and one-half on the scheduled day off. In order to secure time off for a doctor's appointment, employees must provide notice of the appointment at least a week prior to the start of the new schedule except in cases of emergency. The employer may offer additional hours to a qualified employee at another property where that employee has been scheduled for less than forty (40) hours. If additional work at another property is still available, that work is assigned by inverse seniority.

a) A four (4) hour call in on an employee's day off with four (4) hours of work and a minimum reporting pay on a regular workday of four (4) hours for all employees normally scheduled to work in excess of twenty (20) hours per week. An employee that chooses to leave voluntarily shall only be paid for the time actually worked.

b) Employees who normally are scheduled for twenty (20) or less hours per week or on-call employees including function personnel will be guaranteed two (2) hours pay or work.

c) A person called back after having completed their work shift will receive a minimum of two (2) hours call back pay or work.

d) Split-shift employees will receive a three (3) hour guarantee per shift; however, this guarantee would not apply to those employees who choose to voluntarily leave early.

e) Employees scheduled or called in for a training session or mandatory meeting will be paid a minimum of two (2) hours at the appropriate rate of pay.

f) The Employer shall not require an Employee to work alone without a reasonable amount of training as provided and determined by the Employer.

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

8.10 Meetings. An employee who attends a mandatory employer meeting that is held on the employee's scheduled day off shall receive two (2) hour pay for 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.

8.11 Temporary Discontinued Business. If it necessary to temporarily close the business for remodeling or close 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 a two (2) week 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) week notice and no suitable alternative employment is provided, the employer will allow the affected employees to use any available PTO or unpaid time off until further notice. The Employer will make every effort to place affected employees at other hotels where bargaining unit positions are available regardless of the classification. The Parties acknowledge that unexpected fluctuations of business are beyond the control or knowledge of the Employer in the application of this section.

8.12 Rest Breaks. Employees shall be entitled to one (1) fifteen (15) minute break for each four (4) hours of work. Employees are not required to take their paid rest period. However, an employee who does not take a break may not leave before the end of their shift for that reason. The Employer reserves the right to schedule the breaks. Employees who work overtime beyond the end of their shift will be entitled to an additional fifteen (15) minute break after each additional two (2) hours of work. The Employer will observe all state wage and hour laws as they relate to rest periods.

8.13 Rest Between Shifts. No Employee shall be scheduled to work less than twelve (12) hours from the end of their last scheduled shift unless by mutual agreement, or in the case of an emergency.

8.14 Required Extended Shifts. The Employer Shall not make a practice of requiring employees to work beyond their scheduled shift. In general, additional hours will be required only whenever necessary, and then on two (2) hours' notice of additional hours, or in case of emergency, and then maximum possible advance notice will be given. Employees required to work beyond their scheduled shift will be allowed up to fifteen (15) minutes paid time to make necessary arrangements to accommodate the additional hours.

ARTICLE 9 **Seniority**

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

a) Banquet Servers. Banquet servers shall accrue seniority from first function worked after job classification at the hotel properties. Employees shall not acquire seniority until they have successfully completed the employer's probationary period in the classification within either the regular or extra list where such lists apply. Employees moving from the regular list to the extra list shall be placed on the extra list in accordance with their overall banquet seniority. Employees moving from the extra to the regular list shall be placed at the bottom of such list.

9.2 Same Start Date. For those employees hired after ratification of this agreement, 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 (4) 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 ninety (90) day probationary basis, during which time they may be discharged without recourse.

9.4 Probation Period - New Classification. An employee moving to a new classification shall serve a thirty (30) calendar day probationary period. During the probationary period, the Employer may return the employee to their previously held classification provided that the position is still available. If the position is not available, the employee can be considered for other available positions in the classification or in the hotel if eligible. If the Employer elects to allow the employee to return to the previous held classification, the transfer must occur within thirty (30) days and the employee so returning shall suffer no loss of seniority. The Employer reserves the right to discharge an employee for unsatisfactory performance.

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

a) Employees shall be laid off and returned to work according to their length of service in their respective job classifications as set out in 9.6 and 9.8 below. In the event of a permanent room closure, displaced employees will be permitted to use their classification seniority for the purpose of scheduling in another area within their classification.

b) Scheduling of PTO time off or other benefit time off.

c) Offering of overtime work and requiring in reverse order, subject to 8.4.

d) Scheduling of Work. Where practical, senior employees who are qualified shall be scheduled to receive the maximum number of available hours on the work schedule up to an eight (8) hour day, five (5) day, forty (40) hour week. Senior employees may not claim part of a shift and may claim shifts only when they become available on a regular basis. Split shifts shall be considered separate shifts for scheduling purposes. It is understood that employees shall not be permitted to establish their own work schedules, nor shall they be permitted to work overtime without specific approval of their supervisor or manager. Nothing herein shall be interpreted as a guarantee of a minimum number of hours or days of work. Schedules will be based on business needs and amended accordingly. The above factors in the use of part time employees and work schedules will be recognized in scheduling.

e) Upon request in writing any employee scheduled less than five (5) days per week may exercise their seniority for five (5) days of work per week when additional shifts become vacated on a regular basis unless such shifts are eliminated. The employee must bid the five (5) day schedule as posted. The Employer reserves the right to modify and change schedules according to the business needs of the operation.

f) Employees may exercise their seniority to not work the holiday if business permits, with the junior employee(s) in the classification being required to work as needed. To be excused employees shall give the Employer two (2) weeks' notice prior to the holiday. Employees regularly scheduled to work the day on which the holiday is celebrated may not be bumped out of their shift.

g) Promotion, demotion, or transfer to new job openings.

h) Preferential Rooms and Stations. Where rooms and/or stations are assigned on a permanent basis, rather than being rotated, all employees shall be given preferential rooms and/or stations on the basis of seniority, provided they have the present skill and ability to immediately perform the work.

9.6 Layoffs and Recalls. During layoffs or reductions in the working force, employees with the least seniority in the job classification affected shall be laid off first. When the working force is again increased, employees on layoff shall be recalled in the order of their job classification seniority unless circumstances have occurred during layoff which make them

disqualified. The Employer reserves the right to determine recalls as the business needs will be considered for the job classifications. The Employer must offer recall to any laid off employees prior to hiring any new employees into the bargaining unit so long as the employee is qualified in a reasonable amount of time. Offering recall shall not force employees to accept a position outside of their current classification. Employees may choose to continue to stay on lay off until work in their classification becomes available unless the hotels are experiencing staff shortages in other classifications and the employee is immediately qualified to perform the work.

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

9.8 Classification Seniority. Employees changing classifications shall begin their seniority for scheduling on the day of entry in the new classification. During layoffs or reductions in the work force within a classification, an employee may exercise any accrued seniority in their prior classification to revert to the classification from which they were last transferred. Any regular employee within a classification and section may exercise their seniority as it applies to shift preference schedules and or days off up to forty (40) hours in a work week. All new hires will be trained in accordance with their direct manager's discretion. Employees shall not be placed on the third (3rd) shift until their direct manager approves the employee is capable of meeting the job requirements.

9.9 Notice of Recall. Where an employee is notified at the time of layoff when they are to report back to work, they will promptly report as such time without further notice. When an employee is not notified at the time of layoff when to report back to work, they shall be given three (3) days' notice of when to report back to work if the period of lay off 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. If the layoff period extends for six (6) months for more, the employee shall be given fourteen (14) 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 and all other forms of communication available to reach the employee, including but not limited to phone calls, emails, and texts. While waiting for an employee to report back to work, Employer may utilize any other available person to perform the work.

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

- a) Retirement
- b) Voluntary Resignation.
- c) Discharge or separation of employment.
- d) Failure to return to work within seven (7) days after the employer has notified employee to report to work from a layoff.

- e) Failure to return to work at the end of authorized time off.
- f) Remaining on layoff for longer than twelve (12) months or the employee's length of seniority, whichever is shorter. In the event of a public health crisis the parties will meet and discuss possible extension to the time limit.
- g) Terminates employment from the regular schedule and works on an intermittent call-basis only.
- h) Is absent for three (3) consecutive workdays without reporting by phone or arriving to the shift and not advising the reasons for the absence or tardy or failure to comply with hotel time off request procedures. The Employer can deem this action as job abandonment.
- i) Remaining on a leave of absence for any reason for more than one (1) year.
- j) Working for another employer during a medical leave of absence FMLA: Unless the employee was working for another employer concurrently with the hotel prior to the start date and the employer was aware of this other employment than the employer reserves the right to terminate the employee and remove from payroll.

9.10 Job Posting. New job openings will be posted for a minimum of five (5) days, including the weekend and candidates who are most qualified will be selected by the Employer. The Employer shall take reasonable steps to encourage internal promotion applications, including offering reasonable training where appropriate to underqualified Employees. If qualifications are equal, seniority shall prevail provided however, the Employer may consider the Employee's disciplinary file. Employees interested in any position must advise their manager and the Human Resources Office in writing. The job opening may be filled from any source on a temporary basis during its vacancy. If there are no bidders or no qualified bidders, the Employer may offer the job to a qualified employee of choice or hire outside of the hotel for the position. Employees who bid and accept a new position have a thirty (30) day trial period. At the end of the trial period if the employee is unable to meet job requirements or is unhappy in the position, they will be returned to the previous position. The employer shall consider other job openings that will match the employee's skillset. If the employee is transferred to another classification, the employee will maintain house seniority for purposes of their original hire date, health benefits and time off benefits and will start at the bottom of the schedule for that new department classification. If an employee bids for and receives a permanent job vacancy, they cannot bid again for a posted job opening for a period of six (6) months. The six (6) month limitation will not apply to requests for shift preferences or work schedules within a classification and section. Either the employee or management may initiate the return. In the event management initiates the return., the employee shall have the right to grieve the decision under the Grievance and Arbitration Procedure contained herein, provided however, the Employer has acted in an arbitrary or capricious manner. The employer reserves the right to review position openings as it relates to the course of business needs and employee qualifications. Employees who were previously discharged from the Employer for violations of the Employee Handbook or

unsatisfactory performance will not be eligible for rehire. The Employer reserves the right to determine if the current employee(s) are an overall fit for the position and department. Interested employees will be subject to the interview process for all bargaining unit classifications just as a candidate who applies outside of the employer.

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

9.11 Cross Training. In an effort to maximize the schedules of all full-time and regular part-time employees, where appropriate and cost effective, voluntary cross-training will be developed and utilized. Employees working outside their classification shall be considered "casual" employees and shall have no seniority rights in such classification unless regularly scheduled for a period of ninety (90) days or more.

9.12 Seniority List. The Employer shall furnish an accurate seniority list to the Union upon request including any employee who has been separated from employment and any other information on employees previously provided. The Employer will provide a letter to employees, upon request, stating that they have been out work due to lack of hours, provided the employee has not been scheduled for work for a pay period.

9.13 Use of Part-Time Employees. Where practical and where staffing requirement permits, the Employer shall not use two (2) or more part-time employees where a qualified, full-time employee is available and requests such hours; except in those scheduling situations where the Employer is required to meet the report-in provision (8.8), the available work requires the use of overlapping schedules or a split shift (except wait staff) or where such scheduling is otherwise not practical in the Employer's operations. Provided, the employee has the qualifications and ability to perform the work. Employees may only request to increase their shifts when they are open and vacant pursuant to 9.7 of this agreement.

ARTICLE 10

Grievance and Arbitration Procedure

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

Step 1. The employee may refer their concern with the supervisor, manager, and Human Resources in order to settle the matter promptly. The Employee can request a union representative on property to assist with the concern.

Step 2. The Union Representative and the Human Resources Director shall meet within fourteen (14) calendar days of receipt of the written grievance and attempt to settle the grievance. If the grievance is not settled, the Employer shall issue a written response to the grievance within seven (7) calendar days of the meeting. The Employer's

failure to issue a written response within this time period shall be considered a denial of the grievance; provided, however, it is the Employer's intent, and it will use its best efforts to provide a substantive written response to the grievance within seven (7) calendar days of the grievance meeting.

Step 3. (Optional). If the grievance is not settled at Step 2, the Union Business Agent may appeal the grievance to mediation within seven (7) calendar days from the date of the decision rendered in Step 2 by giving written notice of a request for mediation to the Employer and the Federal Mediation and Conciliation Service (FMCS), Minnesota Bureau of Mediation, or other neutral mediation agency. Mediation shall consist of up to two (2) Employer representatives and up to two (2) Union representatives, and a neutral mediator acceptable to both parties, who shall mediate the dispute in an attempt to have the parties reach a settlement. Attorneys or other consultants requested may participate in the mediation per the request of the employer. If no settlement is reached, the mediator shall provide the parties with an immediate written advisory decision of the grievance, including the grounds for such decision. All offers to compromise presented during the mediation, as well as any decision of the mediator, shall be confidential unless requested for legal proceedings.

Step 4. If the grievance is not settled at Step 3, or if the Union Business Agent chooses to skip Step 3, the Union may submit the matter to arbitration within fourteen (14) calendar days of the date of the mediation or the Employer's written response (or failure to respond) to the grievance by furnishing the Employer with a written request for arbitration and proposing therein the names of three (3) arbitrator(s) acceptable to the requesting party. The Union shall also state in writing the matter to be arbitrated and the relief that is sought. If the parties are unable to agree upon an arbitrator within fourteen (14) days, the Union shall request the FMCS to submit a panel of seven (7) names. The Employer and the Union shall alternate striking one name from the list submitted until only one name remains. The Union shall take the first strike. The cost of securing the list of arbitrators shall be shared equally between the Employer and the Union.

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

10.3 Arbitration Procedure. If the grievance cannot be satisfactorily settled by the above steps of the grievance procedure, either of the parties may request Arbitration or legal counsel by giving the other party written notification of its intent 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 Employer and the Union shall exercise their right to arbitrate to their chosen legal team. The expenses shall be paid equally by the Union and the Employer, each Party bearing its own

preparation and presentation expenses. No evidence shall be introduced as to the withdrawal, during negotiations, of any proposal to change this agreement.

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

10.5 Arbitrator Limitations. Only one (1) individual grievance may be decided by the Arbitrator at any hearing, however, the parties may agree to waive this requirement in writing. The Arbitrator shall not have the power to add to, ignore, or modify any of the terms, conditions, or sections of this Agreement. Their decision shall not go beyond what is necessary for the interpretation and application of this Agreement in the case of the specific grievance at issue. The Arbitrator shall not substitute their judgement for that of the parties in the exercise of rights granted or retained by this agreement. The Arbitrator shall render no award which shall be retroactive beyond the date the grievance was originally filed with Employer (except in cases of improper wage rate), or impose any liability not explicitly expressed herein.

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

10.7 Mitigation of Damages. An Arbitrator award for back wages, if any, shall be reduced by unemployment compensation, worker's compensation, short and/or long-term disability, PTO payments, other benefit payments or replacement income.

10.8 Exclusive Contract Remedy. Consistent with all parties' rights and remedies under the law, it is agreed that when an employee has any complaint, grievance, or difference regarding the application of the terms and conditions of this Agreement, it is agreed that the grievant will use the grievance/arbitration procedures set forth in Article 10 as the mandatory and exclusive process for seeking and obtaining a remedy of any grievance, claim, administrative claim or other judicial or legal claim for relief or dispute.

10.9 Employer/Union Grievances. Any grievance the Employer or Union may have raised within the time limits set in Step 2 shall be reduced to writing and submitted to the other party's designated representative who will arrange a meeting according to the provisions set out in Step 3, Section 10.1 above. If the matter is not satisfactorily settled at this Step. The grievance may be processed through the Arbitration Procedure hereafter.

ARTICLE 11
Discipline and Discharge

11.1 Discipline and Discharge. The Employer will discipline employees for just cause unless the employee fails to complete the probationary period successfully then the Employer reserves the right to discharge accordingly. Progressive Discipline shall normally be in the following form:

- a) Verbal warning
- b) Written warning
- c) Final Written Warning
- d) Termination of Employment

The Employer reserves the right to administer "suspensions pending investigation" when warranted and will be routinely issued as part of the disciplinary process. The Employer reserves the right to discharge for serious offenses including but not limited to those offenses set forth in the Employee Handbook.

11.2 Written Notices. Written documentation issued to the employee will be part of the employee's file and shall be read and signed by the employee. The employee's refusal to sign a disciplinary document shall not impact the validity or 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 scanned and emailed to the Union.

11.3 Warning Notices - Cancellation. Warning notices shall not be used as a basis for discipline after twelve (12) months from that date noted on the notice.

11.4 Disciplinary Meetings. An Employee shall have the right upon request to request a union steward or union representative on property to participate in a disciplinary meeting. The Employer reserves the right to conduct the disciplinary meeting with the union employee and a union representative who is available and on the hotel property the day of the meeting so as to not delay the process.

11.5 Confidentiality. The Employer may decline to give the employee the name of the complaining party but must supply to the Union upon request and the Union shall keep confidential unless directed by an Arbitrator. The Employer and Union can mutually agree to settle the matter without the representation of legal counsel or an Arbitrator.

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

11.7 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.

11.8 Communication of Rules. All rules and procedures shall be communicated to employees prior to implementation. The Employer's rules shall not conflict with this Agreement. The Employee can refer questions related to the employee handbook or this agreement to both the Employer and Union.

11.9 Employee Files. The Employer shall at reasonable times and upon the request of an employee permit the employee to review their employee file in the Human Resources department. The Employee cannot remove any contents of the file without management review. The Employee can request changes and add information to the contents in the file regarding emergency contacts, personal contact information, beneficiary information, W4 form, and direct deposit.

ARTICLE 12

Leaves of Absence

12.1 Personal Leave. Employee's may be granted unpaid leaves of absence because of extraordinary personal or family circumstances after exhaustion of Paid Time Off but 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 but not beyond one (1) year. 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 the leave of absence, the employee shall not engage in gainful employment unless the leave is a result of the employee being hired for a position of full-time service with the Union. The employee must return to work following the leave of absence. Failure to comply with this Article shall result in the complete loss of seniority rights of the employee involved. Seniority shall but other benefits shall not accrue or be provided during Personal Leave. An employee must complete their probationary period in order to be eligible for consideration. The Employer retains the right to fill the employee's position to meet operational needs of employer.

12.2 FMLA (Family Medical Leave) Qualified employees shall be entitled to family medical leave pursuant to applicable law. The employee must follow the FMLA federal guidelines, and the procedures outlined in the employee handbook.

12.3 Maternity Leave. An employee that has exhausted family medical leave may apply for a leave of absence for illness or injury that may be granted by the employer or a period of up to one (1) year beyond the expiration of family medical leave unless a longer period is required by law.

a) Failure to report for work at the end of the period of a leave of absence is equivalent to resignation. The Employer may recover the cost of medical premiums paid during a covered leave of absence should the employee fail to return.

b) Seniority shall accumulate during the period of leave of absence.

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

12.4 Return from Leave of Absence. An Employee returning from an authorized leave as stated in this Agreement shall return to their previously held job classification and schedule provided that neither has been eliminated and the employee is qualified to perform the essential functions of the job. The Employer reserves the right to modify schedules according to business needs.

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

12.6 Bereavement Leave. In the event of the death of a member of an employee's immediate family, a member of the immediate family is defined as spouse, child, parent, brother, sister, brother-in-law, sister-in-law, mother-in-law or father-in-law, grandparents. They will be granted time off from work with pay for up to three (3) consecutive days, one (1) day with pay for registered domestic partner and grandchildren, and one (1) day without pay for a non-immediate family member. The Employer may require an employee to provide proof of death. For tipped employees, adjusted rates will be applied.

12.7 Jury Duty. If a regular employee with seniority is summoned for petit or grand jury service, such employee shall be paid the difference between jury pay and the pay the employee would have earned from the Employer for each day of jury duty which falls on a day on which the employee would otherwise be scheduled to work. If on a day the employee would otherwise be working for the Employer, they are released from jury duty prior to the end of their scheduled shift the employee will be expected to return to work as soon as possible. No employee shall be required to perform work for the employer during any twenty-four (24) hour period (11:00 p.m.-11:00 p.m.) during which the employee is required to be present for a petit jury or grand jury service.

To be eligible for benefits under this section, the employee must endorse and turn over to the Employer the check received for jury duty. All hours spent on jury duty will be credited for purposes of calculating vacation and holiday benefits. The Employer will in turn pay the employee the pay the employee would otherwise have earned on that day. Payment for jury duty service will be limited to a maximum of three (3) calendar weeks for each Agreement year.

12.8 Union Business. 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

up to two (2) employees at any one time and two (2) employees annually. In the event that an employee is elected to a position of full-time service with the Union, the employee shall continue to accrue their seniority during the period of leave provided the leave does not exceed three (3) years.

Upon completion of service in the Union, the employee shall be returned to their former job as provided in the Return from Leave section, provided the employee notifies the Employer of such return within ten (10) calendar days after completion of Union Service. The Employer agrees to grant a ninety (90) day leave of absence to an employee to work for the Union provided the request is submitted to the Employer in writing with the start date and return date at least two (2) weeks in advance. The Employer reserves the right to allow a temporary employee to work in that classification for business needs. The Employer reserves the right to hire an employee in that classification or bid the schedule should the employee work for the Union full time. The Employer will follow the section rules in the Seniority section of the agreement. The Employer and the Union must mutually agree with any time granted as it may adversely affect the business needs.

12.9 Immigration Status Change. Employees who resigned or were discharged for expired documentation and were unable to provide valid documentation as it relates to the I-9 Form for eligibility and authorization will be able to re-apply with the Employer when the employee can provide legitimate documentation. The Employee will have six (6) months from the date of resignation or termination to re-apply and receive approval to be rehired to maintain seniority and benefits with the Employer. The Employer reserves the right to E-Verify all employees to ensure compliance with federal and state laws as it relates to the immigration status of the rehire.

12.9 Pregnancy Protections. If an Employee so requests and consistent with both the Employee and Employers obligation under applicable law, the Employer shall provide a reasonable accommodation related to such employee's pregnancy, childbirth, or related conditions.

ARTICLE 13

Holidays

13.1 Holiday Pay. The following shall be classified as holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. Employees are only eligible for holiday pay after their probationary period of ninety (90) days. Holiday will be based on average regular hours worked for the previous twelve (12) week period at their current pay rate, not to exceed eight (8) hours. If scheduling requires that the employee work the holiday the employee will receive regular pay for all hours worked, plus the holiday pay. The employer reserves the right to approve holiday time off in accordance with Article 9 Seniority and will be based on business demands. If the employee works forty (40) hours during a holiday pay week, the employee will receive their additional holiday pay at the regular rate of pay. Holiday pay will not be paid to employees while on any leave of absence.

Management shall have the exclusive right to approve to schedule employees in accordance with seniority. In all facilities covered by this agreement if an employee calls out and is unable to work on the day before and the day after the holiday, the employee will not be paid for the Holiday. The Employee will not be disqualified from Holiday Pay if the Holiday falls within a pre-authorized Paid Time Off week. In addition, an excused absence on the day before or day after a holiday will not disqualify an employee from receiving holiday pay.

ARTICLE 14
Paid Time Off

14.1 Paid Time Off. Paid Time-Off (PTO) is a comprehensive time-off policy for eligible employees to use for vacation, illness or injury, and personal business. PTO may be used for any reason the employee so chooses (e.g., rest and relaxation, vacation, doctor’s appointments, volunteering, illnesses, sick time, or otherwise allowed by law). This PTO policy supersedes any previous policies related to vacation, sick leave, or personal time off.

14.2 Employees begin to accrue PTO from the first date of employment and can begin using accrued PTO after the initial ninety (90) days of employment.

PTO EARNING SCHEDULE

| Employment | Hourly Accrual Rate | Total accrual Per Year (Hours) |
|--|---------------------|--------------------------------|
| 0 through 24 months | .0192 | 40 (5 eight-hour days) |
| 25 Through 60 Months (Post 2nd Year to 5th year) | .0462 | 96 (12 eight-hour days) |
| 61 months through 120 months (Post 5 ^h year to 10 year) | .0654 | 136 (17 eight-hour days) |
| 121st plus months (Post 10 th year) | .0846 | 176 (22 eight-hour days) |

4.3 Accruals. PTO is accrued on an hourly basis in accordance with the table above for all hours paid. All PTO requests are subject to approval by your supervisor and are based on seniority. All requests will be reviewed based on a number of factors, including business needs and staffing requirements.

14.4 PTO Requests. A PTO request form must be filled out by the employee, signed by the manager, and turned into payroll in order for the PTO to be paid.

14.5 Usage. PTO can be used in minimum increments of two hours. Employees who have an unexpected need to be absent from work should notify their direct supervisor a minimum of two (2) hours before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of unexpected absence.

14.6 Compensation. PTO is paid at the employee's full pay rate at the time of absence. It shall include certification pay and/or shift differentials.

14.7 PTO Carry Over/Cash Out. At the end of the year, employees will be able to carry over up to forty (40) hours until February 28th of the following year. Management may extend this time limit for unusual circumstances. Employees may cash out the remaining unused PTO. Any unused PTO in excess of the maximum cash out may not be carried over and will be forfeited. Employees are expected to manage their PTO throughout the year in order to avoid the need for last minute PTO requests at the end of the year to bring their PTO below the cap. Employees are expected to request cash out in writing between November 15th and December 15th. Employees must notify Employer by December 1st of any carryover.

14.8 Minimum Wage Tipped Employee PTO Pay Adjustment. Effective November 1, 2022, in addition to their regular hourly rates, all qualifying tipped employees shall be compensated at a rate of three dollars (\$3.00) per hour for all PTO taken.

14.9 Layoffs and Leaves. Temporary layoffs or leaves of absence during the year shall not interrupt the continuity of seniority for the purpose of determining the amount of PTO for which an employee is eligible. Employees shall be entitled to receive their PTO pay before their scheduled leave.

14.10 Scheduling PTO. To the extent business requirements permit, employee requests for a specific period in which to take PTO will be honored. Furthermore, the most senior employees shall have preference as to the time they take PTO so far as the efficient operation of the business will permit.

Where more than one (1) employee in a job classification desire PTO at the same time, PTO will be assigned according to seniority. Employer and the employee may mutually agree upon the PTO time. All request offs shall be responded to in writing within seven (7) days.

14.11 Business Operations. The Employer reserves the right to approve PTO so that they will not interfere with business operations, but each employee should be entitled to take PTO according to the policy set forth in this article.

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

14.13 Terminated Employees. Employees who have completed their probation period and are discharged or who terminate their employment shall be entitled to PTO pay earned and unused as set forth in this article.

ARTICLE 15
State and Federal Law

15.1 Recognition of Applicable Federal and State 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 governed by the State or Federal Law requirements. The Union and the Employer agree that neither party will compel, force, or cause, directly or indirectly, the other respective Party to do anything inconsistent with any applicable laws.

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

15.3 Equal Opportunity. The Union and Employer agree that there shall be no discrimination by either party which violates any of the City, State or Federal laws, ordinances, or regulations with regards to Equal Opportunity.

ARTICLE 16
Medical Examinations

The Employer may require and pay for physical and medical examinations, including random and post-accident drug screening/testing in compliance with the employer's Drug and Alcohol Testing Policy, of employees for job-related reasons and may discharge employees who refuse to comply with the request to submit to a drug test. The Employer may discharge the employee with drug screening/testing results that reveal unfavorable results. The Union may require the Employer to furnish evidence of the results and may pay for and proceed with an independent medical examination.

ARTICLE 17
Insurance Benefits and 401(k)

17.1 Health. Employees who satisfy the average hours worked requirements of thirty (30) hours per week will be eligible to participate in the Employer's health and insurance plans. The Employer has the right to modify or eliminate these benefits (including providers) and increase the employee contributions to same. Said changes or increase in contributions shall be the same as those applicable to other employees of the Employer. It is also agreed that the plan year, including enrollment periods shall be determined by the employer and will be applicable to other employees determined by the Employer.

17.2 401(k). Employees may elect to participate in the 401k plan available to Kahler management employees subject to the terms of the plan. The current plan does not contain a match but in the event a match is instituted for management employees, the same match shall be offered to Union employees.

- Medical, Dental and Vision Insurance: Pay the COBRA premium directly to the hotel or coverage will be cancelled. Once an employee's average hours worked reaches thirty (30) hours per week in the next measurement period, they will be placed back on pre-tax payroll deduction the 1st of the next month.

- Other Supplemental Insurance: Pre-tax deductions will be cancelled, and the employee can elect to continue the insurance directly. Once the employee's average hours worked reaches thirty (30) hours per week, the employee must contact the HR department to convert back to a payroll deduction.

- When calculating average hours for pre-tax eligibility, employees will not be penalized for time off taken in accordance with the Family and Medical Leave Act (see Family and Medical Leave Policy). In addition, employees will not be penalized for PTO time taken, as long as the actual time taken as PTO is documented and approved by management.

| Plan Comparison | | | | | | | |
|-----------------|----------------------|----------------|----------|----------|------------------|----------|----------|
| | | Kinseth – Gold | | | Kinseth – Bronze | | |
| Medical | Cost | Plan | EE | Hotel | Plan | EE | Hotel |
| | -Employee Only | \$563.24 | \$322.50 | \$240.74 | \$446.44 | \$93.76 | \$352.68 |
| | -Employee + Spouse | \$919.39 | \$525.00 | \$394.39 | \$679.39 | \$250.00 | \$429.39 |
| | -Employee + Children | | | | | | |
| | -Family | \$1,277.70 | \$747.50 | \$530.20 | \$1,079.35 | \$350.00 | \$729.35 |
| | Deductibles | | | | | | |
| | -Single | \$1,000.00 | | | \$5,000.00 | | |
| | -Family | \$2,000.00 | | | \$10,000.00 | | |
| | Out of Pocket | | | | | | |
| | -Single | \$2,800.00 | | | \$6,600.00 | | |
| | -Family | \$5,600.00 | | | \$13,200.00 | | |
| | Copayment | \$15.00 | | | N/A | | |
| | Coverage | 80% | | | 70% | | |

ARTICLE 18 **Equipment**

18.1 Supplies. The Employer shall provide sufficient supplies, equipment, and cleaning materials needed for the timely, safe, efficient, and effective performance of their duties to all Employees. Employees shall not be disciplined for not completing their work assignments if the Hotel has not provided sufficient supplies, including linen, to complete their duties, provided the

employee has given immediate notice to management of any insufficiency so that the problem can be rectified.

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

Employees shall be given information about any chemicals they must use for work including the health impacts of each chemical. This information and a health review must occur annually, and the union must be informed prior to implementation of new chemicals used. All MSDS forms shall be available as required by law.

18.3 PPE/ Safety Equipment. Appropriate PPE shall be provided at no charge to employees for all necessary work with hazardous conditions upon request. Adequate training must be provided for use of all PPE and hazardous work on an annual basis or more regularly as needed. The employer is responsible for maintaining an up-to-date list of which workers have received each training and are qualified to perform hazardous tasks. Employees cannot be disciplined for refusing a task if they do not have adequate PPE or training.

All workers shall be given surgical face masks and/or face shields upon request. Additional PPE (gloves, clothing coverings, shoe coverings, eye goggles, etc.) shall be provided to all workers for necessary hazardous work or upon request.

18.4 Hazardous Materials.

a) Hotel employees shall not be required to handle any items that have been placed in a biohazard bag. Employees shall contact their supervisor for handling of those items.

b) In the event Hotel employees encounter improperly discarded syringes or other sharp objects while working, they shall be disposed of in accordance with established policy. The policy will include adequate available "sharps" containers for collection.

c) Bargaining unit employees shall not be required to clean up and/or dispose of human or animal waste, vomit, or significant blood spill, or other hazardous materials or conditions such as vermin, insects, asbestos, or chemicals unless they have been specifically trained in accordance with law. Employees shall comply with the Employer's procedures whenever they encounter human or animal feces, vomit, or significant blood spill in the workplace, and shall immediately contact a qualified responder who will handle disposal.

d) Bargaining unit employees shall not be required to clean up and/or dispose of human or animal waste, vomit, or significant blood spill unless they have been specifically trained in accordance with law. Employees shall comply with the Employer's procedures, whenever they encounter human or animal feces, vomit, or significant blood spill in the workplace, and shall

immediately contact a qualified responder who will handle disposal. When an employee is required to clean or dispose of human or animal waste, vomit, significant blood spill, or other special circumstance will be given the proper training and tools necessary to perform the cleaning and will receive a twelve-dollar (\$12.00) payment for each occurrence.

ARTICLE 19 **Panic Buttons/Safety**

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

B. Within one (1) year of the date of the agreement, the Employer shall implement safety device protocols for all employees who are required to enter a guest room as part of the employee's work. At a minimum, each such employee will, at the beginning of their shift, be supplied a personal safety alarm device that emits a minimum one hundred and twenty (120) decibel alarm, unless otherwise required by brand standard, and that can be carried/concealed by the employee. If, during the life of this Agreement, the brand standard applicable to the Employer changes regarding panic buttons, the Employer will implement the change if it is able to do so and if the total capital expense is expected to be less than \$5,000. If the total capital expense is projected to be \$5,000 or more, the Employer will notify the union of the change in brand standard and, upon request, will meet to discuss options.

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 employee the Hotel shall investigate the accusation. At the conclusion of the investigation, the Employer shall take remedial measures as it deems appropriate. At the conclusion of the investigation, the Employer shall inform the complaining Employee of the steps that were taken in response to the Employee's accusation. Upon a reasonable request, the Hotel shall reassign the Employee to a different floor or work area away from the guest for the entire duration of the guest's stay.

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

ARTICLE 20 **Technological Changes and Automations**

20.1 Technological Changes. The Employer shall give the Union as much advance notice as practical of any substantial technological change before it is implemented. If a technological change or automation substantially changes and employee's daily workload, the union may request to bargain over the effects of the change. If the parties come to impasse

during such negotiations, they shall follow Step 3 (mediation) of the grievance process but shall not be subject to arbitration.

ARTICLE 21

Safety & Labor Management Committee

21.1 Labor Management Committee. The parties agree to form and actively utilize a Labor Management Committee in order to improve upon the cooperative working relationship by addressing on-going concerns in the business. The committee shall not address grievances, negotiate changes to this agreement or create company policies that fall within the realm of Article 4, Managements Rights. The committee shall consist of no more than four (4) members of management and four (4) employees determined by the Union. The Union Business Agent or their representative and a representative from Human Recourses may participate in an advisory capacity. The committee may meet on a regular basis as determined by the members. Employees shall be compensated for participating in such regular meetings.

21.2 Right to Refuse Unsafe Assignment. An employee may refuse a work assignment if they have a reasonable good faith belief that such assignment subjects them to unusually dangerous conditions which are not normally part of the job. Prior to exercising their rights under this Article, the Employee shall promptly notify management of the perceived unsafe condition. The Employer may not discriminate or retaliate against an employee for exercising their rights.

21.3 Ergonomics Review. Any workspaces used by bargaining unit members shall have an ergonomics review as requested by the union at reasonable intervals, to update furniture, computer location, or other office set up to promote workers' physical safety and wellness.

21.4 Diversity & Inclusion. The Employer, through the Labor Management Committee will work with the employees to create a set of standards for Diversity and Inclusion.

ARTICLE 22

Subcontracting

22.1 Temp Workers/Event Workers. When the Union has a temp agency become a signatory with Unite Here Local 17 in the Rochester area, the Employer will meet and discuss the preference given to such signatory agency.

22.2 Existing Bargaining Unit. The parties agree that it is desirable to maintain the integrity of the existing bargaining unit. Should the Employer choose to subcontract out bargaining unit work the parties shall meet and bargain the impact to the workers. However, if qualified help is not available, this shall in no way restrict the right of the Employer to temporarily hire employees on an emergency basis from any available source as described in Section 1 of this Article for the purpose of maintaining normal services. Such use of temporary employees shall be no longer than the agency contract period without becoming an employee of the Employer who is subject to this Agreement. Such agency contract period shall run concurrent

with any probation period. The Employer shall not churn temporary employees for the purpose of avoiding hiring regular employees.

ARTICLE 23
Successors and Assigns

In the event the Employer becomes aware and decides to sell, transfer, or assign its interest in any of the hotels listed on page one (1) of this Agreement, it will, communicate the same to the Union with the name of the purchaser and/or new operator when able and permitted to do so.

ARTICLE 24
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 or portion of this Agreement to negotiate a lawful provision and come to an agreement.

ARTICLE 25
Terms of Agreement

This Agreement shall be in effect for a period of Fifteen months (15) months commencing on the 20th day of December 2022 and shall continue to and including the 31st day of March 2024 and be automatically renewed thereafter, unless at least sixty (60) days prior to the termination date either Party serves written notice upon the other by certified mail of a desire to terminate, change or modify this Agreement.

IN WITNESS WHEREOF, the Employer and the Union hereby execute, sign and attest to this Agreement this 12th day of January 2023.

For the Employer

Bruce Kinseth / J. Boc
Kinseth Hotel Company

Bruce Kinseth
Kinseth Hotel Company

UNITE HERE! Local 17, AFL-CIO

Christa Anock
President

2/20/23
Secretary-Treasurer
Vice President

Schedule A
Wage Rates

All employees will receive a thirty (\$.30) cent increase for that will be effective the first pay period following ratification.

All employees employed at ratification shall receive thirty (\$.30) cents retroactive pay for all hours worked between December 31, 2021 and ratification of this agreement.

| Rooms Division | Ratification | 1/1/23 |
|---|---------------------|---------------|
| | | |
| | | |
| PBX/Telephone Operators | | |
| Start Rate through 2 Years | \$13.55 | \$13.85 |
| 3 Years through 5 Years | \$14.30 | \$14.60 |
| 6 Years through 8 Years | \$15.05 | \$15.35 |
| 9 Years through 11 Years | \$15.80 | \$16.10 |
| Bell person | | |
| Start Rate through 2 Years | | |
| 3 Years through 5 Years | | |
| 6 Years through 8 Years | | |
| 9 Years through 11 Years | | |
| Room Attendant | | |
| Start Rate through 2 Years | \$13.30 | \$13.60 |
| 3 Years through 5 Years | \$14.05 | \$14.35 |
| 6 Years through 8 Years | \$14.80 | \$15.10 |
| 9 Years through 11 Years | \$15.55 | \$15.85 |
| Houseperson/Public Area | | |
| Start Rate through 2 Years | \$13.30 | \$13.60 |
| 3 Years through 5 Years | \$14.05 | \$14.35 |
| 6 Years through 8 Years | \$14.80 | \$15.10 |
| 9 Years through 11 Years | \$15.55 | \$15.85 |
| Food and Beverage Front of House | Ratification | 1/1/23 |
| Server | | |
| Bartender | | |

| | | |
|---------------------------------|---------|---------|
| Start Rate through 2 Years | \$11.80 | \$12.10 |
| 3 Years through 5 Years | \$12.55 | \$12.85 |
| 6 Years through 8 Years | \$13.30 | \$13.60 |
| 9 Years through 11 Years | \$14.05 | \$14.35 |
| Bus Person | | |
| Start Rate through 2 Years | \$10.80 | \$11.10 |
| 3 Years through 5 Years | \$11.55 | \$11.85 |
| 6 Years through 8 Years | \$12.30 | \$12.60 |
| 9 Years through 11 Years | \$13.05 | \$13.35 |
| Room Service Server | | |
| Start Rate through 2 Years | \$13.30 | \$13.60 |
| 3 Years through 5 Years | \$14.05 | \$14.35 |
| 6 Years through 8 Years | \$14.80 | \$15.10 |
| 9 Years through 11 Years | \$15.55 | \$15.85 |
| Barista-Coffee Attendant | | |
| Start Rate through 2 Years | \$12.30 | \$12.60 |
| 3 Years through 5 Years | \$13.05 | \$13.35 |
| 6 Years through 8 Years | \$13.80 | \$14.10 |
| 9 Years through 11 Years | \$14.55 | \$14.85 |
| Banquet Service Server | | |
| Start Rate through 2 Years | \$15.80 | \$16.10 |
| 3 Years through 5 Years | \$16.55 | \$16.85 |
| 6 Years through 8 Years | \$17.30 | \$17.60 |
| 9 Years through 11 Years | \$18.05 | \$18.35 |

| Food and Beverage Back of House | Ratification | 1/1/23 |
|------------------------------------|--------------|---------|
| Cook 1 – High Level | | |
| Start Rate through 2 Years | \$19.55 | \$19.85 |
| 3 Years through 5 Years | \$20.30 | \$20.60 |
| 6 Years through 8 Years | \$21.05 | \$21.35 |
| 9 Years through 11 Years | \$21.80 | \$22.10 |
| Cook 2 – Mid Level | | |
| Start Rate through 2 Years | \$15.80 | \$16.10 |

| | | |
|-----------------------------|---------|---------|
| 3 Years through 5 Years | \$16.55 | \$16.85 |
| 6 Years through 8 Years | \$17.30 | \$17.60 |
| 9 Years through 11 Years | \$18.05 | \$18.35 |
| Preparation Cook | | |
| Start Rate through 2 Years | \$14.80 | \$15.10 |
| 3 Years through 5 Years | \$15.55 | \$15.85 |
| 6 Years through 8 Years | \$16.30 | \$16.60 |
| 9 Years through 11 Years | \$17.05 | \$17.35 |
| Cook 3 – Entry Level | | |
| Start Rate through 2 Years | \$13.30 | \$13.60 |
| 3 Years through 5 Years | \$14.05 | \$14.35 |
| 6 Years through 8 Years | \$14.80 | \$15.10 |
| 9 Years through 11 Years | \$15.55 | \$15.85 |
| Dishwasher | | |
| Start Rate through 2 Years | \$12.30 | \$12.60 |
| 3 Years through 5 Years | \$13.05 | \$13.35 |
| 6 Years through 8 Years | \$13.80 | \$14.10 |
| 9 Years through 11 Years | \$14.55 | \$14.85 |

| Banquets | Ratification | 1/1/23 |
|-----------------------------------|--------------|---------|
| Banquets Setup/Houseperson | | |
| Start Rate through 2 Years | \$15.30 | \$15.60 |
| 3 Years through 5 Years | \$16.05 | \$16.35 |
| 6 Years through 8 Years | \$16.80 | \$17.10 |
| 9 Years through 11 Years | \$17.55 | \$17.85 |

| Banquet Server | | |
|----------------------------|--------------|---------|
| Start Rate through 2 Years | \$20.89 | \$21.19 |
| 3 Years through 5 Years | \$21.64 | \$21.94 |
| 6 Years through 8 Years | \$22.39 | \$22.69 |
| 9 Years through 11 Years | \$23.14 | \$23.44 |
| Engineering | Ratification | 1/1/23 |
| Yard Person | | |

| | | |
|--|---------|---------|
| Start Rate through 2 Years | \$16.30 | \$16.60 |
| 3 Years through 5 Years | \$17.05 | \$17.35 |
| 6 Years through 8 Years | \$17.80 | \$18.10 |
| 9 Years through 11 Years | \$18.55 | \$18.85 |
| Preventative Maintenance | | |
| Start Rate through 2 Years | \$17.30 | \$17.60 |
| 3 Years through 5 Years | \$18.05 | \$18.35 |
| 6 Years through 8 Years | \$18.80 | \$19.10 |
| 9 Years through 11 Years | \$19.55 | \$19.85 |
| Engineering 1 – Apprentice | | |
| Start Rate through 2 Years | \$18.80 | \$19.10 |
| 3 Years through 5 Years | \$19.55 | \$19.85 |
| 6 Years through 8 Years | \$20.30 | \$20.60 |
| 9 Years through 11 Years | \$21.05 | \$21.35 |
| Engineering 2 – Mechanic | | |
| Start Rate through 2 Years | \$21.80 | \$22.10 |
| 3 Years through 5 Years | \$22.55 | \$22.85 |
| 6 Years through 8 Years | \$23.30 | \$23.60 |
| 9 Years through 11 Years | \$24.05 | \$24.35 |
| Engineering 3 – Lead Specialist | | |
| Start Rate through 2 Years | \$23.80 | \$24.10 |
| 3 Years through 5 Years | \$24.55 | \$24.85 |
| 6 Years through 8 Years | \$25.30 | \$25.60 |
| 9 Years through 11 Years | \$26.05 | \$26.35 |

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

Over scale employees will receive the same percentage rate increase

Employees at accelerated rates will get their increases as they move to their next progression step in the equivalent years within the step.

Training Pay: Employees scheduled by management to train employees shall receive an additional two dollars (\$2.00) per hour above their base rate for all hours spent training.

Lead Pay: Any Employee designated as Lead shall receive an additional two dollars (\$2.00) per hour above their base rate for all hours spent as a lead.

\$1.00 per hour increase for each Certification approved for the classification that benefit the operation (i.e., HVAC, boiler, electrical, plumber)

* Shift Differential of \$1.00/hour for Third (3rd) Shift

APPENDIX B
Seniority Classification

Rooms Division

1. Room Attendant
2. Houseperson
3. Bellperson
4. PBX Operator

FOOD & BEVERAGE

Back Of House

5. Cook 1 – High Level
6. Cook 2 – Mid Level
7. Preparation Cook
8. Cook 3 – Entry Level
9. Dishwasher

FOOD & BEVERAGE

Front Of House

10. Server
11. Bartender
12. Buspenderson
13. Room Service Server
14. Barista – Coffee Attendant
15. Banquet Service Server

BANQUETS

16. Banquet Set Up Houseperson

MAINTENANCE

17. Yard Person
18. Preventative Maintenance
19. Engineering 1 – Apprentice
20. Engineering 2 – Mechanic
21. Engineering 3 – Lead Specialist

Engineering Addendum

Engineering classifications will be the following:

- 1) Yard/Preventative Maintenance
- 2) Engineer 1
- 3) Engineer 2
- 4) Engineer 3

Advancement to a higher classification:

1) Associates in the Yard can be raised to be Preventative Maintenance and those in Preventative Maintenance can be raised up to Engineer 1 by management approval upon demonstrable skills with mechanical systems and guest relations qualities. Chief Engineer or delegated management team will be the approval level.

2) Associates in the Engineer 1 class that wish to advance must demonstrate sufficient practical skills and pass a locally derived examination that stresses building knowledge.

- a) Engineer 1 candidates for upgrade must apply in writing to the Chief Engineer or their designated representative seeking permission for the examination sixty (60) days in advance.
- b) A prerequisite for the examination is two (2) years of active service in the Engineer 1 class.
- c) If the associate should fail the provided examination, re-test should not be provided for a minimum of ninety (90) days.
- d) Upon successful completion of the provided examination, the Chief Engineer will request to change the associate's class to Engineer 2 at the start of that base pay rate

3) Associates in the Engineer 2 class can only be advanced when a specific opening is available as determined by the Chief Engineer or their designated representative. This applies as the Engineer 3 class is considered similar in scope to the previous Lead/ Specialist classification.

The employer will work with associates to obtain training and education that can be used to obtain licensure beneficial to the company operation. License requirements will be determined by the Chief Engineer and applicable Laws.

Maintenance employees will be entitled to a tool allowance of up to four hundred dollars (\$400) per year to maintain and replace tools required by the Employer. Paid receipts must be presented to the Employer before payment is received by the employee.

Payment will be made to the Employee within two (2) weeks of when the receipts are submitted to the Employer.

The tool allowance will be paid to eligible employees who are actively employed. For those employed less than a full year at that time, the tool allowance will be prorated based on the number of full months worked in the preceding twelve (12) months. The Employer will ensure that basic tools are available to use for all Employees with less than twelve (12) months of experience.

Specialized tools and test equipment required for maintaining equipment will be provided by the employer. These tools will be available to the employees and stocked in the maintenance shop.

Housekeeping Addendum

A housekeeping employee at the Marriott, Kahler Grand, and Inn & Suites shall not be required to clean more than sixteen (16) rooms within eight (8) hours. When a housekeeping employee cleans eleven (11) or more check outs in a day, the maximum number of assigned rooms shall be reduced by one (1), and when a housekeeping employee cleans fourteen (14) or more check outs in a day the maximum number of assigned rooms shall be reduced by two (2).

Each bedroom or separate sitting room of a suite shall count as one (1) room. Management in its sole discretion may reduce the number of rooms to be cleaned during a shift or assign a houseperson to assist a housekeeping employee with rooms where, for example, rooms are exceptionally dirty or extraordinary cleaning is required.

A housekeeping employee at the Residence Inn will be assigned rooms on the following basis.

- *10-20 minutes for a refresh stay over*
- *30-40 minutes for full clean stay over*
 - *45-55 minutes for checkouts*

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

A housekeeping employee at the Marriott, Kahler Grand and Inn & Suites, Residence Inn who volunteers to clean more than the foregoing amount of rooms within eight (8) hours shall be paid a bought room bonus of ten dollars (\$10.00) for each additional room. However, the bought room bonus shall not apply to rooms cleaned during overtime.

Housekeepers at the Marriott, Kahler Grand and Inn & Suites assigned to clean rooms on three (3) or more floors during a shift shall have their room quota reduced by one (1) room.

Room Attendants will not normally be required to perform houseperson work with their normal duties.

Housekeeping supervisors will make reasonable efforts to have housekeepers assigned to the room accompanying them when entering a checkout room before it is cleaned.

The Employer shall not arbitrarily reassign housekeeping sections. It is at the discretion of the employer to assign rooms according to business demand.

Hotel employees shall not be required to handle any items that have been placed in a bio-hazard bag. Employees shall contact their supervisor for handling of those items.

In the event Hotel employees encounter improperly discarded syringes or other sharp objects while working, they shall be disposed of in accordance with established policy. The policy will include adequate available "sharps" containers for collection.

Bargaining unit employees shall not be required to clean up and/or dispose of human or animal waste, vomit, or significant blood spill unless they have been specifically trained in accordance with law. Employees shall comply with the Employer's procedures, whenever they encounter human or animal feces, vomit, or significant blood spill in the workplace, and shall immediately contact a qualified responder who will handle disposal. When an employee is required to clean or dispose of human or animal waste, vomit, significant blood spill, or other special circumstance will be given the proper training and tools necessary to perform the cleaning and will receive a twelve-dollar (\$12.00) payment for each occurrence.

In the event Hotel employees encounter improperly discarded syringes or other sharp objects while working, they shall be disposed of in accordance with established policy. The policy will include adequate available "sharps" containers for collection.

Supplies. The Employer will provide linen, equipment and cleaning materials which is sufficient for housekeeping employees to perform their jobs. Room Attendants will not be disciplined where they could not perform a task because they did not have the necessary equipment or supplies.

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

Renovations. In the event that the Hotel renovates rooms, adds amenities to rooms, creates incentives, makes any changes which would affect the daily workload of the room attendants, the Employer agrees to provide the Union with a comprehensive review of the proposed changes at least thirty (30) days in advance. The Parties shall meet and bargain over the impact of those changes. If the parties come to impasse during such

negotiations, they shall follow Step 3 of the grievance process but shall not be subject to arbitration.

Gratuities. The Employer and the Union agree that gratuities left by guests in hotel rooms are for the exclusive benefit of room attendants. No one shall be permitted to remove a gratuity from a guest room other than the Room Attendant who cleaned that room. Room Attendants shall have the opportunity to be the first Employee to enter the guest rooms after guest checkout absent and special unforeseen circumstances.

Food and Beverage Addendum

All Employees working in the cook classifications will receive the daily special as their meal during their shift at no cost to the employee.

It is agreed management will maintain the schedules accordingly and ensure that collective bargaining work will only be performed by union employees.

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

Banquet Department Addendum

Banquet Definition. A banquet shall be deemed to be any reserved function with a pre-set menu and a fixed cost, including receptions, supervised by the banquet department.

For purposes of lay-off recall and filling available positions, the Employer shall maintain a master seniority list which shall contain the names of all regular full-time and regular part-time banquet servers who work in each of the Employer's hotels. Seniority shall be based on first function worked as a regular server following completion of probation.

A. First List

The First List shall contain the names of all regular full-time banquet employees. These employees must be available to work any shift at the hotels, seven (7) days per week. The seniority list for regular full-time banquet employees shall be posted every month.

Although fluctuations in business will have an impact on the Employer's ability to consistently schedule these employees on a full-time basis, it is the intention of the parties to provide First List employees with a reasonable opportunity to work a full-time schedule. Accordingly, the number of employees on the First List will be established and maintained so as to reflect this intention.

B. Second List

The Second List will contain the names of banquet employees who are available to work Part Time at the hotels. The days and shifts on which such employees are available will be submitted to management in writing. Second List employees will be on a separate seniority list, which will be posted. Second List employees will be scheduled only after the First List has been exhausted, when necessary, to meet staffing needs, or where use of the first List employees would result in the payment of overtime.

C. On-Call List

The On-Call List will contain the names of Banquet employees who are called and work on an "as needed" basis at the hotels. On-Call employees may be scheduled when the First and Second Lists have been exhausted, where necessary to meet staffing needs, or where use of First and Second List employees would result in payment of overtime.

D. Seniority Standing

1. First List employees moving to the Second List will be "dove-tailed" based on seniority date. The Second List employees moving to the First List will go to the bottom of the list with seniority based on date of transfer.

2. First List servers will have preference for scheduling purposes and preference over Second List and On-Call servers for the employer.

3. Maximum hours available will be offered to senior First List employees, up to forty (40) hours per week, but no employee will work a triple shift until all First List employees have been offered a double shift.

4. Any regular server involuntarily cut from a function shall be entitled to bump the least senior server scheduled to work in that work week.

5. Employee requests for days off must be received in writing by noon, forty-eight (48) hours prior to posting of the weekly schedule and will be duly considered. A regular server will not be disciplined for their inability to work a shift if the server is notified less than twenty-four (24) hours before the scheduled shift.

6. All weekly banquet schedules shall be posted in the department. It is understood that employees will be required to work for the employer including off site events.

E. Special Conditions/Scheduling

Employees will be scheduled by shifts. A shift is defined as a work period of no less than three (3) hours and no more than ten (10) hours. A shift may include working one, or any combination of, the following events:

- Breakfasts

- Coffee Breaks
- Lunches
- Dinners
- Receptions
- Special Events