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Title: **San Francisco Hotels Multiemployer Group and Hotel Employees and Restaurant Employees International Union (UNITE HERE), AFL-CIO, Local 2 (1999)**

K#: **7511**

Employer Name: **San Francisco Hotels Multiemployer Group**

Location: **San Francisco CA**

Union: **Hotel Employees and Restaurant Employees International Union (UNITE HERE), AFL-CIO**

Local: **2**

SIC: **7011**

NAICS: **72111**

Sector: **P**

Number of Workers: **4500**

Effective Date: **08/14/99**

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Hotel Employees and Restaurant Employees Union, Local 2, affiliated with the Hotel Employees and Restaurant Employees International Union, AFL-CIO (hereinafter referred to as the "Union") and the San Francisco Hotels Multiemployer Group comprised of the Hotels named hereunder (hereinafter collectively referred to as the "Employer") in reference to agreement reached during the contract negotiations. Except as specifically set forth herein, all terms of the current Agreement shall remain unchanged:

1. Section 4, Hiring:

(a) Amend Section 4(b) by adding the following provision:

When an Employer has an order of fifty (50) or more extra servers, the Employer shall notify the Union as far in advance of the event as possible of the size of the order. At the Union's discretion upon such notification, the Union shall notify the other Employers that a special roll call will be scheduled in order to fill the orders. The other Employers shall then give the Union their respective orders so that the special roll call can occur.

Within forty-eight (48) hours of the special roll call, when the jobs are posted, all unfilled jobs shall be returned to the Employers so that the Employer can fill the jobs by other sources. It is the intent of the parties that special roll call shall be conducted in a way that gives Employers at least thirty-six (36) hours notice in advance of the events that the hiring hall will not be able to fill the order of the special roll call.

(b) Delete Section 4(m).

2. Section 6, Checkoff:

(a) Add the following provision:

The Union shall indemnify, defend and save the Hotel harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Hotel in reliance upon this check-off provision.

(b) Voluntary Political Deduction

The Employer agrees to honor voluntary political contribution deduction authorizations from its employees, in the following form:

I hereby authorize the Employer to deduct from my pay the sum of \$_____ per month and to forward that amount to the Hotel Employees and Restaurant Employees International

6500
workers

36 pages / C7511

Rec'd
8/22/00

8/14/99 - 8/14/2004

Union TIP-"To Insure Progress". This authorization is signed voluntarily and with the understanding that the Hotel Employees and Restaurant Employees International Union TIP-"To Insure Progress" will use this money to make political contributions and expenditures in connection with Federal elections. I am aware of my right to refuse to sign this authorization without reprisal. This authorization may be revoked by mailing notices of revocation by United States Registered or Certified Mail, Return Receipt Requested, to the Treasurer, Hotel Employees and Restaurant Employees International Union TIP-"To Insure Progress", 1219 28th Street, N.W., Washington, DC 20007, and to the Employer.

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 Hotel Employees and Restaurant Employees International Union TIP-"To Insure Progress", 1219 28th Street, N.W., Washington, DC 20007, accompanied by a form stating the name and Social Security number of each employee for whom a deduction has been made, and the amount deducted. A copy of said form shall be sent to Hotel Employees and Restaurant Employees Union, Local 2, 209 Golden Gate Avenue, San Francisco, California 94102.

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

3. **Section 8, No Discrimination:** Delete Section 8(c) as being duplicative of the new Section 21(2).
4. **Section 10, Change of Status/Immigration:**
 - (a) Amend Section 10(a) as follows:
 - (a) No employee covered by this Agreement shall suffer any loss of seniority, compensation, or benefits due to any changes in the employee's name or social security number. It is understood that falsification by an employee of work history and/or background (except for names and social security numbers) can be cause for discipline which may include discharge.
 - (c) Amend Section 10(b) as follows:

(b) In the event that an employee who has completed his or her probationary period has a problem with their residency status his or her right to work in the United States, or upon notification by the INS that an immigration audit or an investigation is being initiated, or when the Hotel receives No Match letter(s) from Social Security, the Employer shall immediately notify the Union in writing, and upon the Union's request, agrees to meet with the Union upon request to discuss the job-related impact on said employee nature of the problem or investigation to see if a resolution can be reached. Whenever possible, this meeting shall take place before any action by the Employer is taken.

(d) Add a new Section 10(c) which reads:

The Employer will furnish to any employee terminated because he or she is not authorized to work in the United States of America, a personalized letter stating the employee's rights and obligations under this section of the Agreement.

(e) Add a new Section 10(d) which reads:

Upon request, employees shall be released for up to five (5) unpaid working days during the term of the Agreement in order to attend to INS proceedings and any related matters for the employee only. The Employer may request verification of such leave.

No employee employed continuously since November 6, 1986 (or before, or as amended by Congress) shall be required to document immigration status.

In the event of a sale of the hotel, the current management company will share joint custody of the I-9s with the new management company for a period of three (3) years from the date of the sale. After the three (3) years, the new management company will retain the original I-9s.

In the event that an employee is not authorized to work in the United States following his or her probationary or introductory period, and his or her employment is terminated for this reason, the Employer agrees to immediately reinstate the employee to his or her former position, without loss of prior seniority (i.e., seniority, vacation or other benefits do not continue to accrue during the period of absence) upon the employee providing proper work authorization within 12 months from the date of termination.

If the employee needs additional time, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of 12 additional

months. The parties agree that such employees would be subject to a probationary period in this event.

5. Section 11, Grievance Procedure:

- (a) Replace "Adjustment Board" with "Grievance Mediation" wherever it appears in this Section 11.
- (b) Revise and move "Informal Step" as Step 1(a) and add a new paragraph as follows:

(a) The employee may within ~~five (5)~~ ten (10) days of the incident or circumstances giving rise to the dispute, take the matter up with his immediate supervisors with or without a Shop Steward. ~~While this Step is encouraged, it is not required.~~

The parties agree that First Step Grievance Resolution directly by the employee and the immediate supervisor will be strongly encouraged by both the Union and the Hotels and is the preferred first step in the grievance resolution process and the parties agree to jointly train workers, stewards and managers in First Step Grievance Resolution.

- (c) Step 4(c): Delete and replace with the following:
 - (c) If the parties choose to submit a grievance to arbitration, the case shall be submitted for final and binding decision among the list of arbitrators named in this Agreement. Additional arbitrators may be added to the list by mutual agreement of the parties.

The parties hereby designate as arbitrators the following:

John Kagel
Larry Corbett
Charles Askin
Harry Low

In the event the parties cannot agree upon which arbitrator shall hear a given arbitration, the arbitrator shall be selected in the following manner: An arbitrator must be selected by rotation, among the Arbitrators on the panel, according to the grievance submitted to arbitration, in chronological order. For example, if a grievance is submitted to arbitration on January 1, 2000, the next Arbitrator on the list will hear that grievance. If the next grievance is submitted to arbitration on January 3, 2000, the next Arbitrator in order of rotation will hear that grievance. In the event that more than one grievance is submitted to arbitration on the same date, the Arbitrators will be chosen by lottery among the Arbitrators whose place in the rotation would be next.

The order of the first rotation will be determined by lottery and thereafter the choosing of Arbitrators will be by rotation.

Notwithstanding anything herein to the contrary, if an Arbitrator whose place in the rotation is next is unable to schedule a hearing within thirty (30) to sixty (60) calendar days following the date of submission to arbitration, that Arbitrator will be passed over and the first Arbitrator, by rotation, who has dates available (not including potential cancellations) within the 30 to 60 day time frame shall be selected to hear that grievance. If no arbitrator on the panel has such availability, the Arbitrator with the earliest possible date, by rotation, shall hear the grievance. The parties must mutually agree to extend these time limits.

Each Arbitrator proposed and agreed upon by the parties for inclusion on the panel must agree, prior to their inclusion, that they shall issue their decision within thirty (30) calendar days of the hearing, or submission of briefs are submitted or, in the case of expedited arbitration, according to the time limits established below.

(d) Step 4(f): Delete and replace with the following:

(f) Expedited Arbitration.

Any individual suspension or discharge case, at the request of either the Union or the Employer, shall be submitted to expedited arbitration whereby both parties shall waive their rights to the submission of any briefs or stenographic recordings. The arbitrator shall issue a decision within twenty four (24) hours following the close of the hearing, followed by a written decision within seven (7) calendar days of the close of the hearing.

With all other grievances submitted to arbitration, the parties may, by mutual agreement, request expedited arbitration whereby both parties shall waive their rights to the submission of any briefs or stenographic recordings. The Arbitrator shall issue a decision within twenty four (24) hours following the close of the hearing, followed by a written decision within seven (7) calendar days of the close of the hearing.

The parties hereby adopt and incorporate by reference the then current Expedited Labor Arbitration Rules of the American Arbitration Association.

(e) Step 4(g) and (h): Delete.

(f) Step 4(i): Revise to read as follows:

(i) If an arbitrator selected for the panel is no longer available, or if the parties desire additional arbitrators, a new arbitrator will be chosen by mutual agreement of the parties.

(g) Step 4(j) and (k): Delete.

6. **Section 12, Discipline:**

(a) Amend Section 12(f) as follows:

(f) If the report of a "spotter" agency is used as a basis for any discipline, the agency involved must be duly licensed in the State of California. The disciplinary action shall take place within ~~three (3)~~ five (5) days of the receipt of the complete "spotters" report excluding Saturdays, Sundays, holidays, vacations, sick leave, leave of absence, or other authorized leave.

7. **Section 15, Safety and Health: Add the following new paragraphs:**

- (a) Safety Incentive Programs: Safety Incentive Programs, if implemented, shall be designed to improve safety in the workplace and raise awareness of safe work practices. Such programs shall not discourage the timely reporting of workplace accidents. Safety incentive programs shall be designed in a way in which workers will not receive incentives for failing to report bona fide injuries.
- (b) OSHA 200 Logs and SB 198 Plans: The hotel shall provide the Union with copies of its OSHA 200 log and SB 198 Plans for Local 2 employees on or before March 1 of each year.
- (c) Workers' Compensation Investigatory Interviews: Not less than twenty-four (24) hours notice shall be provided to an employee of a workers' compensation investigatory interview conducted by a workers' compensation carrier or other similar third party representative. Upon request, the employee shall have the right to have union representation present for such an interview providing that it does not delay the interview.
- (d) Joint Steering Subcommittee Safety & Health: The parties agree that the Joint Steering Committee shall establish a Subcommittee on health and safety issues including workers compensation issues. This Subcommittee will also study ADA issues, including possible changes in the law. The parties will have the power during the term of the Agreement to agree that ADA employment issues should be subject to binding arbitration by mutual agreement.
- (e) Joint Studies: At either party's request, a study may be initiated to review work stations, ergonomics of the jobs, and other health and safety issues in a particular department. Such a study shall be jointly designed by the

parties and conducted by a mutually agreeable expert(s) in the area of occupational health issues. The cost for such a study shall either be equally borne by the parties or funded by other sources, such as foundations or other grants. All implementation issues and recommendations resulting from said study shall be resolved only by mutual agreement of the parties.

8. Section 18, Successors and/or Assigns: Replace Section 3(c) and Section 18 with the following:

- (a) The parties agree to implement the terms of the Successorship Addendum in effect between the owner of each hotel signatory to this agreement and the management company or Employer and the Union. Said Successorship Addendum is a material term of this agreement and is fully incorporated herein.

9. Section 20, Relations: Move Section 20(c), Employee Relations Committee to Section 21, Living Contract and Problem Solving.

10. Section 21, Living Contract and Problem Solving:

- (a) Eliminate any reference to "Pilot Projects" in the contract and rename "problem solving teams" to "joint study teams."

(b) Amend Section 21(1) as follows:

1. In order to foster and monitor the spirit of this Agreement, the parties agree to maintain a Joint Steering Committee, comprised of hotel general managers, union representatives or officers, and others. This Joint Steering Committee ("JSC"), shall meet to oversee and discuss issues affecting the industry. ~~implementation of the PTO provisions of this Agreement, training programs, new grievance procedure, problem-solving teams, pilot projects, legislation, etc.~~ The pilot projects shall include but not be limited to the three (3) specific pilot projects resulting from the fact-finding subcommittees which will be implemented by mutual agreement as soon as feasible. Meetings of the JSC shall occur quarterly, or more often as necessary.

(c) Amend Section 21(5) and delete reference to 1995 as shown below:

5. The size of the group shall be determined by mutual agreement between the Union and the Hotel. Both the Hotel and the Union shall have the sole authority to determine who shall be their respective representatives on the ~~problem-solving group~~ joint study teams; Union field representatives may participate in the ~~problem-solving groups~~ joint study teams, as necessary. Participation and service of employees on all ~~problem-solving groups~~ joint study teams shall be on paid time. Meetings

shall occur as needed, preferably at least once per month. ~~It is the intent of the parties that these groups will be by January 1, 1995.~~

(d) Amend Section 21(6) as follows:

6. Both the Union and the Hotel may raise whatever issues or problems they deem appropriate. However, the ~~problem-solving group(s)~~ joint study team(s) cannot be used to supplant or replace the Grievance Procedure, and the Union retains all of its existing rights, and at its sole election, to file grievances over alleged violations of the Agreement, either in lieu of or in addition to discussing the subject of a grievance in a ~~problem-solving group~~ joint study team. In the event the subject of a grievance is raised in the ~~problem-solving group~~ joint study team, contractual provisions shall not be modified or replaced with new language without the mutual agreement of the parties. Should the joint study team fail to reach a mutual agreement, the parties may bargain in order to resolve the issue. In the event that an agreement is reached to alter or change any work rules or provisions contained in the collective bargaining agreement, said agreement shall be reduced to writing as a side letter to this contract and subject to the approval of both the hotel General Manager and a Union officer. Such agreement shall not be precedent-setting with regard to other hotels.

(e) Amend Section 21(8) which should include requiring mandatory training before serving on the joint study teams as shown below:

8. Prior to the ~~creation of~~ service on the joint study teams, the Hotel's and the Union's representatives on these groups shall go through a training, on paid time, to establish ground rules on how to facilitate productive meetings and demonstrate mutual respect in the course of discussions. Professional facilitators shall be used for all joint study teams unless the parties agree to the contrary. The facilitators must be selected by mutual agreement. It is the intent of the parties that the joint study teams shall eventually become self-facilitated by Hotel and Union representatives.

(f) Amend Section 21(11) by changing the dates as shown below:

11. It is expressly understood by the parties that each party is not waiving the rights it otherwise has under the terms of this Agreement or the ~~1989-1994~~ 1994 - 1999 Agreement, and a willingness to discuss an issue does not constitute a waiver of that right unless a conflict over that issue is resolved by mutual agreement including joint approval by the Union and the individual hotel involved. In other words, neither party is giving up any rights they now have under the terms of this Agreement or the ~~1989-1994~~ 1994 - 1999 Agreement, unless expressly denied, changed or omitted by the terms of this Agreement.

- (g) Move Section 20(c) to new Section 21(10) and renumber old 10 and 11. It reads:

The Employer agrees to recognize the Union's Committee as a legitimate part of the Union's structure in each Hotel. The Employer agrees to confer with the Union upon request regarding appropriate Labor-Management communications through the Committee.

- (h) Add a new paragraph which states:

The MEG and Local 2 will create a Housekeeping Joint Study Committee to study (1) night cleaner workload; (2) extra rooms and (3) other housekeeping workload issues. Such a study shall be jointly designed by the parties and conducted by a mutually agreeable expert(s). The cost for such a study shall either be equally borne by the parties or funded by other sources, such as foundations or other grants. All implementation issues and recommendations resulting from said study shall be resolved only by mutual agreement of the parties.

11. New Section: INDUSTRY BANQUET COMMITTEE

- (a) The parties agree to create and maintain an Industry Banquet Committee in accordance with the Labor Management Cooperation Act of 1978 to improve communication between labor and management, to provide workers and employers with opportunities to explore new and innovative joint approaches to achieving organizational effectiveness, and for related reasons. This Committee shall establish standards for discipline, conduct, health and safety, performance, orientation and other issues relating to the hiring hall. The Committee shall be comprised of an equal number of union and management representatives. At least half of the management representatives shall be from Multiemployer Group hotels. Class A hotel employers shall contribute, commencing October 1, 1999, the lesser of 1.5 cents/hour worked or paid for, or that amount that produces \$110,000 per year to fund the Industry Banquet Committee. Funding will include money for one administrative position, computer hardware and software, training programs, etc. The funding of this Committee shall be jointly administered by the Union and the Employers. The parties agree that the Industry Banquet Committee and its administrative staff person shall make it a top priority to continue to attempt to improve the banquet extras shortage problem.
- (b) The Employers shall have the right to have representatives on the Union's classification panels which determine eligibility for the extra servers' A, B and C lists, the cooks' A and B lists and the bartenders' A and B lists.

12. **Section 22, Term:** Change the dates and delete the second paragraph as shown below:

This Agreement made and entered into by and between the San Francisco Hotels Multiemployer Group (hereinafter referred to as the Hotel) and the Hotel Employees and Restaurant Employees Union, Local 2, (hereinafter referred to as the Union), shall be in effect from August 14, ~~1994~~ 1999 to and including August 14, ~~1999~~ 2004, and supersedes all previous agreements including the agreement dated August 14, ~~1989~~ 1994 to and including August 14, ~~1994~~ 1999.

~~This Agreement may only be reopened subject to the specific provisions for reopening under Section 23 Health & Welfare & Pension, subsection 23.2 Contributions:~~

This Agreement shall remain in full force and effect until August 14, ~~1999~~ 2004 and from year to year thereafter unless either party shall serve written notice upon the other of a desire to alter, amend, or terminate said Agreement ninety (90) days prior to expiration thereof."

13. **Section 23, Health & Welfare & Pension:**

Section 23.2 Health and Welfare Fund Contributions:

1. **Contributions to the Health and Welfare Fund and New Benefits:** Contributions to the Health and Welfare Fund for the purpose of supporting health and welfare, medical and dental programs and administration of the Funds, shall decrease by \$20.00 for the AIDS benefits, and by an additional \$4.00 for other health and welfare benefits, in the first year of this Agreement, i.e., in September, 1999, for shifts or hours worked or compensated in August, 1999. Contributions will then increase by \$18.50 in the first month of the second and third years of this agreement each, (i.e., two increases in September of each year), based on shifts worked or compensated in the prior month (August shifts/hours). Contributions shall increase on said dates regardless of the amounts needed to "maintain benefits" as that term or phrase is defined in paragraph 2 below, i.e., to include administration costs and a 6-month reserve. Any portion of these increases not needed to maintain benefits will accumulate in the Fund's reserve and will carry over from year to year. Except for possible increases in contributions needed to "maintain benefits" in the fourth and fifth years of this Agreement as provided for in Section 2 below, total contributions to all trust funds for all years of this Agreement are set forth in the exhibit, "Contributions To Health and Welfare, Pension, Legal and Education Trust Funds", attached to and incorporated herein.

2. **Maintenance of Benefits:** In addition, as of the first month of the fourth year or for any time thereafter until the expiration of this Agreement, and for shifts worked or compensated in the preceding month, and notwithstanding anything in Sections 23.5 or 23.6 to the contrary, contributions shall be increased in such amount as necessary to "maintain benefits". To "maintain benefits" (or

the phrase "maintenance of benefits" as also used in this Section), it is understood and agreed that contributions shall be increased for all three of these purposes: 1) paying for the then existing health and welfare, dental and medical benefits provided by the Health and Welfare Fund, 2) providing for the reasonable costs of administrating the Trust Fund and said benefit programs, and 3) establishing and/or maintaining a 6-month operating reserve, all for the remaining term of the agreement.

The cost of providing for the specific benefits programs identified or referred to in paragraphs 5 (Vision Benefits) and 7 (Child Care/Elder Care), below for which benefits programs are set and specific contribution amounts *and/or increases have been negotiated, and any reserve or excess of money beyond the amount needed to maintain any one or all of these two specific benefit programs, shall be excluded from and disregarded in the calculation of the amount needed to maintain other Health and Welfare Fund benefits.* Similarly, the amount needed to maintain only the improvements in the prescription drug benefit referred to in paragraph 6, will also be excluded from the calculation of the amounts needed to maintain benefits on or after the fourth year of this Agreement.

The amount of money needed to maintain all AIDS benefits, however, and the current level and/or kinds of prescription drug benefits, will be included in the calculation of the amount of the six month health and welfare reserve and the "welfare" or medical benefits the Employer is obligated to maintain in the fourth year of this agreement and thereafter. Said benefits will continue to be paid for out of the Health and Welfare Fund assets.

3. Any and all disputes over the amount of an increase in contributions needed to "maintain benefits" for the remaining term of the Agreement, (medical, dental and welfare) as described in 2, above, shall be submitted to binding interests arbitration under the procedures described in Section 11, "Grievance Procedure". In such proceedings, the arbitrator shall be limited to determining the amount of an increase, if any, needed to "maintain benefits" for the two years remaining of this agreement; the arbitrator may not order an increase or decrease in kind or quantity of benefits, modify the administrative or other practices of the Trust Fund or increase contributions for purposes other than to "maintain benefits" as that term is specified defined in paragraph 2 above. The arbitrator may not increase the agreed-upon contributions for the vision, child-elder or the improvements in the prescription drug benefits.

4. In the event that a dispute over the amount needed to maintain benefits can not be resolved prior to the first month of the fourth year, the arbitrator's decision to order an increase in contributions, if any, shall be retroactive to the first month of the 4th year. In addition, the arbitrator shall have the authority to order an interim increase in contributions prior to his final decision and award⁴ if necessary⁴ to maintain benefits pending his/her final decision.

5. **Vision Benefits:** The parties agree to establish a new active-employee only, Vision Care benefit or benefits program with VSP or an alternate provider. Specific benefits shall be determined by the Trustees of the Health and Welfare Fund in consultation with the bargaining parties. Contributions to establish this benefit shall be in the amount of \$3.40 per month, per eligible employee based on shifts worked or compensated, and shall commence in the first month of the first year of this Agreement. (As true for certain other benefits programs operated by the Health and Welfare Fund, contributions for vision benefits shall be held and accounted for in a segregated account for accounting purposes only. Said contributions, whether paid or due and owing, are assets of the Health and Welfare Fund.)

6. **Prescription Drug Benefits:** The parties agree to improve prescription drug benefits by increasing the "cap" or maximum benefit and/or by increasing the range of prescription drugs covered under the plan, to be determined by the Trustees of the Health and Welfare Fund in consultation with the bargaining parties. Contributions to improve the prescription drug benefit shall be increased in the amount of \$1.00 per month per eligible employee, for shifts worked or compensated in the prior month, commencing the first month of the second year of this Agreement, and this \$1.00 only and the costs of the improvement to the prescription drug benefit shall be accounted for in a segregated account in the Health and Welfare Fund.

7. **Child Care/Elder Care:** Month contributions based on cents-per-hour-worked-or-compensated, to the Child Care/Elder Care benefits program and sub-account of the Health and Welfare Fund, shall be increased in the first month of the third year of the Agreement, in the amount of three cents (\$.03) per hour, per employee, and by an additional two cents (\$.02) per hour, per employee, in the first month of the fifth year, based on hours worked or compensated in the prior month.

14. **23.3 Pension Fund (add agreed to language)**

Effective with September 1999 shifts, the employers will increase their contributions to the pension plan from \$85.33 to \$123.33 a month. In addition, the total 1998-99 actuarial gain, after deducting the cost of the discretionary \$250 13th check for retirees and the pro-rata share of the gains to the lower level pension group shall be used to help fund the following improvement in benefits:

Effective April 1, 1999, all active employees who had three months of credit in the pension plan in the 1998-99 Plan Year (April 1, 1998 - March 31, 1999) and who did not retire on or before March 31, 1999, will be eligible for a special "5 year window benefit" equal to \$30 a month times all "past" and "future" years of credited service. Such active employees, who retire between April 1, 1999 and March 31, 2004, must also have three months of credit in the Plan Year prior to retirement or the Plan Year in which they retire. (This second requirement will apply only to normal and early retirees).

The "window benefits" will be paid to all such active employees who retire on a normal retirement or early retirement benefit. Disability retirees who become eligible for the window benefits during the April 1, 1999 - March 31, 2004 period will be eligible if they were an active employee in the 1998-99 Plan Year. The "currently active" requirement of three months of credit in the year before or the year of retirement will not apply to disability benefits.

Actuarial gains during the term of this Agreement will be spent in the following order according to actuarial liabilities on the valuation date:

1. Pensioners' discretionary 13th check, if legally permitted
2. The balance of gains will be shared on a pro rata basis in accordance with the actuarial liabilities between:
 - a. Improvements in the "lower level" (non-hotels) benefits and
 - b. Paying off the newly created unfunded liability for the higher level plan.

If during the term of this Agreement all of the newly created unfunded liabilities are paid off by such gains, the parties agree that additional gains will be held in the fund reserves until required to be spent to protect the deductibility of Employer contributions. The Trustees shall decide how to modify benefits if necessary to preserve the deductibility of Employer contributions.

15. **Section 23.4 Contributions to the Education Trust Fund:** For all hotels except the Bristol hotels, contributions to the Education Trust Fund in the amount of four cents (\$.04) per employee per hour worked or compensated, will commence effective on the first month of the first year of the Agreement, i.e. in September, 1999, for hours or shifts worked or compensated in August, 1999. Contributions to the Education Trust Fund at the rate of fifty cents per eligible employee per month shall continue for the life of the Agreement. By mutual agreement of the parties to this Agreement and effective at any time during the term of the agreement, contributions to the Education Trust Fund may be re-allocated in whole or part, to the Child Care/Elder Care benefits program of the Health and Welfare Trust, for any purpose, i.e., to maintain or improve the benefits of that program.

For the four Bristol hotels, contributions to the Education Trust Fund shall increase in the amount of two cents per hour worked or compensated on the first of the month of the fourth year for hours or shifts worked or compensated in the prior month and beginning in the first month of the fifth year shall increase an additional two cents per hour (or a total of 4 cents) for hours or shifts worked or compensated in the prior month. Bristol hotels shall also continue to contribute to the Education Fund at the rate of fifty cents per eligible employee per month for the life of the agreement.

Section 23.5 (renumber below and delete as Section 38)

Contributions to the Group Legal Service Trust Fund: Contributions to the Group Legal Services Trust Fund shall increase in the amount of four cents (\$.04), per hour worked or compensated in the first month of the fourth year of the Agreement, for hours worked or compensated in the prior month. At the sole discretion of the Union and effective at any time during the term of the Agreement, contributions to the Group Legal Service Trust Fund may be re-allocated in whole or part, to the Child Care/Elder Care benefits program of the Health and Welfare Trust, for any purpose, i.e., to maintain or improve the benefits of that program.

23.6 Voluntary 401(k)

Effective the first month of the Agreement, the employer shall pay the administrative costs of \$3.50 per month, or whatever amount is required, per participating employee, for a 401(k) benefit plan. Contributions into a 401(k) account shall be made by employees on a voluntary basis.

16. Section 23.4, Education Fund:

(b) Revise Section 23.4.4 to read.

The parties agree to maintain and convene as necessary a Joint Training Committee including representation of labor and management which shall serve in an advisory capacity to the Trustees of the Education Fund and the Fund's Director. This Committee shall oversee the establishment, maintenance and administration of the training programs, including but not limited to, 1st Step Grievance handling, contract education, team building, Holiday Overflow training, interest-based problem solving, VESL, and such other education or training programs as the Committee shall recommend.

17. Section 23.10, Savings Clause: Delete Section 23.10 because Section 19 is duplicative and broader.**GENERAL RULES APPLICABLE TO ALL CRAFTS****18. Section 1, Employees - Definition of: Add the following new paragraphs:****A. EXTRAS**

1. **Hiring Hall Dispatch Classifications:** The Hiring Hall shall dispatch three (3) classifications: banquet servers, cooks and bartenders. Cooks and Bartenders may continue to be requested by name. Servers will continue to be dispatched by rotation and in accordance with the Rules of the Hiring Hall. Extras needed for other classifications shall work in accordance with the terms listed below and must come from each Hotel's

extra list(s). These initial lists shall be created by mutual agreement after ratification.

2. **Hall's Existing Extras To Be Included In Hotels' Extra Lists:** Existing hall A and B list extra workers will be placed on at least two (2) lists for Class A hotels and workers already on a request list for particular hotels will be placed on such hotels' extra list (for at least two (2) lists per worker). Each hall extra worker must pass the hotel's normal hiring and background information screening process for new workers, but, if the hotel rejects an existing hall extra who has already been requested by name by that hotel, the Union and the hotel agree to the Union's right to a one day arbitration where the arbitrator will render a decision within twenty four (24) hours.
3. **Benefits (PTO, Vacation and Holidays):** Pro rata benefits for extra list employees commence when the extra list starts to be used at each hotel, according to the following formula:
 1. The extra must work at least 200 hours per calendar year at an individual hotel (pro-rata the first year, if necessary)
 2. Benefits are paid once a year on February 1
 3. Benefits shall be paid for hours worked at an individual hotel
 4. Benefits are paid pro-rata based on 19 days per year
 5. Benefits are paid at the rate of 7.3 percent* times the total hours worked times the employee's wage rate as of the date the calculation is made, for example:

e.g., An employee who works 300 straight time hours a year and 20 overtime hours a year and is making \$10.50/hour on December 31 of that year receives 7.3% X 320 hours X \$10.50 for a total amount of \$245.28.

* 19 days times 8 hours equals 152 hours divided by 2080 hours worked per year equals 7.3 percent accrual factor
6. Extras on hotel list actually working on holidays shall receive holiday pay.
4. **Hiring Hall Cooks.** Cooks shall be paid vacation pay based on the formula for extra servers contained in Section 15 of the Dining Room Department.
5. **Extras Become Regulars:**
 - (a) **Promoted By Seniority:** When the hotel has a posted and vacant regular position, the hotel's extras in the same classification will be promoted by seniority to the position under the provisions of Sections 6 and 7 of the General

Rules, providing no existing regular employee in the hotel obtains the position under these sections.

- (b) **Qualifying for Benefits:** Extra employees on hotel lists qualifying for health insurance and pension benefits for 6 months in a 12-month period based upon their work on one single extra list at one hotel shall become a regular employee in that classification at that hotel, provided that extra employee desires to become a regular.
6. **Not Replacing Regulars:** Extras shall not be used to replace or supplant a regular employee or supplant a regular employee's position. If the Union believes that a regular position should be created based on the amount of work being performed by extras, then the Union may propose that such regular position be created, posted, and filled. The above language shall not be construed to restrict the employer from adjusting staff levels in accordance with its business needs and in accordance with other terms of this agreement. If the parties cannot agree to the creation of such a position, then the issue shall be submitted to interest arbitration. In making his/her determination if a regular position should be created, the arbitrator shall consider all relevant factors, including but not limited to occupancy levels, the cycle of business, and the frequency of the use of extras.
7. **Probationary Period:** When a hotel extra becomes a regular employee, he/she will be subject to a 30-day new hire probationary period.
8. **Scheduling:** Extras shall be scheduled by rotation within each classification.
9. **Information Provided To The Union 2 Times A Year:** The hotels will provide the Union twice each year with a list of extras by name, address, telephone number, social security number and hours or shifts worked. The *Joint Steering Committee* will determine after ratification whether or not it should be by hours or by shifts.
10. **Preparation of Hotel Extra Lists:** On a hotel by hotel basis, after ratification, the Union and each hotel shall determine the number of extras on each hotel's extra list, the makeup of the lists (e.g., does it include the hotels own workers?), whether or not workers can turn down work, whether or not workers can be excluded from the rotation if it results in overtime, all implementation questions and all other related issues. The parties shall work in good faith to reach mutually agreeable solutions to each of said issues. If the parties are not able to agree on the issue of the number of the employees on each hotel's list, this single issue shall be resolved by interest arbitration between the parties. The parties agree that these lists shall be finalized by April 1 of 2000.

11. **Pilot Project:** This agreement on extra workers shall be reviewed by the parties on or before April 1, 2002. In the event that either the hotels employing a majority of Local 2 hotel members or Local 2 chooses to revoke this agreement and a new agreement cannot be reached, then all contractual provisions and practices for employing extras shall revert to the provisions and practices of the 1994-1999 collective bargaining agreement. (The intent is that this means all current practices, including: dispatching by the hiring hall, call by name, no screening by the hall, no pro-rated benefits, etc.).

19. **Section 4, Overtime:** Replace current Section 4(e) with the following:

Overtime: When overtime is required, it shall be offered first to the employees according to seniority and then assigned in the order of lowest seniority to the highest.

20. **Section 10, Meals:**

(a) Move Section 10(b) to Section 21, Living Contract and delete from this Section.

(b) Section 10(d). Modify Section 10(d) as follows:

Time off for meals shall be provided between three (3) and five (5) hours from the beginning of the shift. Doorpersons, housepersons and banquet housepersons and other former Local 14 classifications shall continue to be provided time off for meals between three (3) and six (6) hours from the beginning of the shift.

21. **Section 12.2, Vacations:** Amend 2nd sentence of Section 12.2(f) as follows:

Employees eligible for three (3) or four (4) weeks of paid vacation may take one of their vacation weeks in the year immediately following, provided that the amount of vacation pay for the deferred week shall be the same as it would have been if the vacation week had not been deferred.

22. **Conversion of former Local 14 Classifications to Local 2 Contract, Including Section 13, Paid Time Off and Extended Sick Leave.**

(a) **Conversion:** The PTO and ESL programs of the house attendant, lobby porter, deep cleaner, utility worker, door attendant and banquet house attendant classifications shall be re-converted to the existing Local 2 PTO/ESL, holiday, and vacation effective January 1, 2001. The terms and procedures of the re-conversion shall be decided by a joint labor/management committee. Should there be any unresolved issues with respect to the re-conversion, those issues will be decided by interest arbitration. The interest arbitrator shall be instructed that the bargaining intent of the re-conversion is that sum of an employee's

existing earned and accrued time-off benefits should remain unchanged. There shall be no losses and no double payments.

(b) Grandfathering:

1. Effective January 1, 2001, an employee in the above classifications with 5, 6, or 7 years seniority as of December 31, 1999 will receive three (3) weeks' vacation with pay annually.
2. Effective January 1, 2001, an employee in the above classification with 8 years seniority as of December 31, 1999 will receive two (2) additional days vacation with pay annually.

(c) Joint Union-Management Committee:

A Joint Union-Management Committee shall be created following contract ratification to address issues such as placement of craft rules and general rules effecting classifications of doorman, houseperson, banquet houseperson and all other former Local 14 classifications. Additionally, short shift durations and premiums for these classifications shall be discussed; the determination of whether or not Section 20(e) and (f) of the Local 2 contract should apply to doormen, housemen and banquet housemen will be submitted to the Joint Union-Management Committee; application of the meals provision. The Employer agrees that Section 27 of the former Local 14 contract regarding cross-utilization and workload is no longer applicable.

23. Section 18, Jury Duty: Amend Section as follows:

An employee who has completed probation and is called to jury duty shall be paid by the Employer any difference between the total amount paid, including expenses for such service by the government, and the employee's lost wages up to a maximum of ten (10) working days straight time wages per contract year as set forth in the attached wage scales. It is understood that such employee shall be released from work to attend to juror responsibilities.

24. Section 19, Bereavement Leave: Add a new paragraph which reads:

Bereavement leave is not applicable for other purposes such as settling the estate of the deceased.

25. Section 20, Shop Stewards:

(a) Modify Section 20(a) as follows:

The Employer agrees to recognize shop stewards. Shop stewards may discharge their responsibilities (including investigation of grievances, representing co-workers, and meeting with management) during

working hours provided that there is no disruption in work and that prior arrangements are made with the immediate supervisor of the steward and the employee contacting the shop steward. Management will make every effort to adjust workload for the steward and his or her department when necessary because of the steward discharging his or her responsibilities as described above. Shop stewards may participate in the grievance procedure as set forth in Section 11. It is understood that shop stewards may cross departmental lines.

- (b) Modify Section 20(c) as follows: "The maximum number of stewards will be the number of stewards as of August 14, 1999 plus 25%, but in no event shall there be less than five (5) stewards in a given hotel." (Union will provide management with a current list of stewards in the hotels as of August 14, 1999.)
- (c) Modifying Section (f) as follows: Shop stewards shall be granted up to six (6) days per year unpaid release time to attend steward trainings and meetings conducted by the Union. Two of these days will be on paid time and four of these days will not be on paid time (unless the steward elects to use PTO time). Stewards must give reasonable notice of at least fourteen (14) days prior to the training, and not more than one (1) steward per work unit per shift may attend, except for housekeeping which may have up to three (3). Work unit may be an outlet, e.g. a restaurant, a kitchen, and training should be one (1) day at a time unless by prior mutual agreement if lasting more than one (1) day.

26. Section 21, Pay Period: Amend by adding the following:

- (a) Modify Section 21(a) by adding a new paragraph as follows: "If there is a shortage of \$50 or more in an employee's paycheck, the employer will correct it within 48 hours, excluding Saturdays, Sundays and holidays."
- (b) Replace current Section 21(b) with the following:
- Wages of extra employees on hotel lists shall be paid on the hotel's regular payroll.
- (c) Replace current Section 21 (b) & (c) with the following:
- (b) The employer may pay hiring hall extras (i.e. servers, cooks, bartenders) on a weekly payroll or on a daily basis. If paid on a weekly payroll, these extras may request to receive earned wages in advance of that payroll. The individual advance check will be issued within thirty-six (36) hours after the request is received. In the event that the hotel elects to pay on a daily basis, and the employee is not paid within twenty-four (24) hours after the completion of his work, said employee shall be compensated for one (1) hour at the overtime rate as specified in the wage schedule for each business office day of delay thereafter.

The Hotel will provide the Union with a list of functions worked, total hours paid and amount of gratuity for each function worked with the weekly gratuity checks.

Extras shall continue to receive reporting pay prior to leaving the function for which they were scheduled, except where the past practice is different.

27. Section 35, Job Description/Workload: Rewrite Section 35(d) as follows

(d) Management will make reasonable efforts to staff at a level which will provide a reasonable workload for employees within the Hotel. What is reasonable is determined by all the relevant circumstances.

It is further understood, however, that employees on a leave of absence, vacation, PTO/ESL, or other leave shall be replaced provided business levels, availability of replacement workers, and staffing patterns warrant such a replacement.

Management retains the right to staff and assign work in accordance with the terms of the collective bargaining agreement and thus the Union will bear the burden of establishing that an unreasonable workload exists.

FOOD PREPARATION DEPARTMENT

28. Section 13, Number of Cooks: Delete Section 13 which currently reads:

~~—In determining the number of cooks employed, there shall be counted all the employees of the Hotel coming under the jurisdiction of the Food Preparation Department except apprentices.~~

29. Modify Current Section 5 with a new (a) and re-letter current provisions (a) and (b), as follows:

SECTION 5. PREP/CLEANING/CLOSING TIME

(a) Cook shifts shall be scheduled so as to allow adequate time to do the necessary prep work to perform their jobs in a safe, timely and efficient manner.

30. DINING ROOM DEPARTMENT:

Add new Section 18 in Dining Room Craft Rules and renumber below:

SECTION 18: MINI-BAR

(a) Mini-bar attendants shall be provided with sufficient supplies to perform their duties.

(b) Mini-bar attendants shall not be required to wash glassware.

31. Modify Section 19 of the Dining Room Craft Rules as Follows:

SECTION 19. BANQUET SERVERS OVERTIME

(a) The overtime rate for banquet food servers shall be \$12.25 per hour or fraction thereof.

(b) When a function is over and clean up is complete, servers shall have the option of either voluntarily going home and not receiving the overtime they had signed up for or in the alternative perform side duties, provided such side duties are consistent with the duties of the craft (e.g., not mopping floors or moving furniture).

32. Replace Section 6 of the Dining Room Craft Rules, Tray Stand, with the following:

(a) No server shall be required to work with less than one tray stand.

(b) When trays are replaced, they shall be replaced by taller tray stands.

33. Section 9, Banquet Service Charge/Gratuities: Add the following:

Except where the practice is greater, for all hotel events categorized as a promotion or for employee relations, a gratuity will be paid on 50% of the retail price. The retail price will be the current published menu price and there will be no deviation from that price. For the frequently used custom menus, a retail price will be established and adhered to for the purpose of gratuity payments.

Minimum gratuities shall be as follows:

Breakfast and/or Lunch - \$40/server
Dinner - \$50/server

The Employer shall notify the hiring hall in advance of roll call of an event being a promotion, charitable, or house event.

34. Section 4(b), Dining Craft Rules: Delete from 4(b) and modify and make it new Section 3(c), as follows:

(c) When extra banquet servers are required, the Union shall be notified at least forty-eight (48) hours in advance, unless the fact that such banquet extra servers would be require extra food servers was not known to the Hotel forty-eight (48) hours in advance. In the hiring of banquet extra servers for banquets, the Hotel shall designate the number of extra banquet servers needed and the Union shall then furnish crews of extra food servers available. In placing orders for hiring hall extra servers, the hotel shall provide the union with information regarding the type of function and the room in which the event is scheduled to be held.

35. **Section 13, Duties, Servers:** Servers shall be provided with sufficient supplies to perform their duties.

36. **Section 10 (g) of Dining Room Craft Rules: Modify as follows:**

(g) A fifteen percent (15%) service charge will be charged on parties in the Dining Room of ~~seven (7)~~ six (6) persons or more unless the Hotel has a current practice of adding fifteen percent (15%) to parties of less than ~~seven (7)~~ six (6) people.

BEVERAGE DEPARTMENT

37. **SECTION 2. BANQUETS AND SPECIAL OCCASIONS, ETC., add a new Subsection (d)**

Banquet bartenders shall be allowed to place a tip jar visible to the customers.

38. **SECTION 17. ROOM SERVICE. Add a new sub-section (h):**

(h) Hospitality suites. Room Service employees shall receive 75% of the gratuity for hospitality suites according to the following scale, unless the hotel's current practice is greater:

- Effective upon ratification, 75% of 16.5% gratuity (unless the hospitality was booked prior to ratification at a lower rate.)
- Effective August 14, 2000, 75% of 17% gratuity
- Effective August 14, 2003 - 75% of 17.5% gratuity

The hotel shall charge hospitality suite gratuities at the above rates to guests as of the effective dates, if they do not already do so.

39. **SECTION 6. GRATUITY DISTRIBUTION. Make a new sub-section (c) and title it "Cash Bar Wine Bottle Sales" (and re-letter below):**

Banquet Bartenders shall be paid \$1.50 per bottle, for wine sold by the bottle, to individual guests at a Cash Bar only. Such amount will not be assigned or identified as a gratuity to the individual guest.

STEWARDS DEPARTMENT**40. Section 1, Uniforms and Linen: Change (a) to read as follows:**

- (a) The Employer shall furnish, launder and maintain, at no expense to the employee, sufficient uniform(s) in good condition which shall consist of an apron, pants and jacket or cook's shirt for men, and an apron, pants and/or smock for women.

41. Section 1, Uniforms and Linen: Add new sub-section (d) as follows:

- (d) Stewards shall be provided with sufficient supplies to perform their duties.

HOTEL SERVICE DEPARTMENT**42. Section 12.2 Vacations under General Rules: Revise Section (e) to state the following:**

- (e) Vacation pay shall be computed by dividing the total wages (excluding gratuities) earned by the number of weeks actually worked during the preceding year. Food Servers, all tipped Bell classifications and Doormen shall receive two (2) times the regular rate for all vacation pay. (Not intended to change banquet vacation formula in dining room, Section 15.)

43. Section 1 of the Hotel Service Department: Change 1(b)(3) to amend the following:

Increase the portage to \$2.50 per bag effective for tours booked after ratification.

44. ROOM CLEANERS - add or modify to current Section (2) as follows and re-letter accordingly:

(b) 1. ~~Effective with the signing of this Agreement January 4, 2000, a room cleaner or bed maker in Class "A" hotels (as set forth in Section 4 herein) shall not be required to clean more than 15-14 rooms during an eight (8) hour shift.~~

3. When a room cleaner is assigned to eight (8) or more checkouts per day ~~(for the Handlery Hotel it shall be nine (9) checkouts per day)~~, the daily room assignment shall be reduced by one (1) room.

Effective August 14, 2000, when a room cleaner is assigned 7 or more checkouts per day, the daily room assignment shall be reduced by one room or credit; when a room cleaner is assigned 10 or more checkouts per day, the daily room assignment shall be reduced by two rooms or credits.

The hotel agrees to discuss with the Union, upon request, any concerns about room cleaners work load.

4. The Employer will not change or move a room cleaner's regularly assigned section to avoid dropping rooms in accordance with this Agreement; nor will the Employer issue "IOUs" in lieu of dropping rooms in accordance with this Agreement.

5. The Employer will not switch a room cleaner's permanent days off to avoid paying overtime.

(c) Whenever a room cleaner in a Class "A" hotel is required to make up any combination of three (3) cots/rollaways or cribs on the shift (for the Handlery Hotel it shall be four (4) cots on a shift), one room shall be credited toward the daily room assignment.

Delete second and third sentences of current (c) and replace with new (d) as follows and re-letter accordingly:

Rooms requiring special attention and which will be held to a higher cleaning standard shall be identified by a special code on the room cleaners' assignment sheet. One room shall be dropped for any room so designated. "VIP" rooms shall not be identified on a room cleaner's daily assignment unless it requires special attention in which case it will be designated a special attention room by that hotel's special attention code and a room will be dropped from the daily assignment. Additionally, inspectresses, supervisors and management shall not hold room cleaners to a higher standard of cleaning for rooms not specially designated. If the work is work which can only be completed by a bargaining unit employee other than a room cleaner (e.g. a houseperson or inspectress), the room cleaner will not be entitled to the one credit deduction.

(e) Room cleaners shall not have "heavy pickups" added to their daily assignment. For purposes of this section, a "heavy pickup" shall be determined as a room requiring a bathroom cleaned or a bed made.

(f) When a room cleaner is required to train another room cleaner(s), the room cleaner required to do the training shall not be assigned any rooms to clean. The Employer shall schedule the training of new room cleaners in a manner consistent with the seniority provisions of this Agreement.

(g) Room cleaners assigned to exchange phone books in quest rooms shall not be assigned rooms to clean on that day.

45. SECTION 4. CLASSIFICATION OF HOTEL

The Hotels covered by this Agreement ~~except for the Handlery Hotel~~ shall be classified as a Class "A" Hotel for all and any purposes pertaining to this contract. ~~The Handlery Hotel shall be classified as a Class "B" Hotel.~~

46. Section 7, Telephone Operators: Add a new paragraph (d) as follows:

- (d) Unless a uniform is provided, PBX employees shall be allowed to select their own attire, provided such attire is appropriate to the workplace.

47. Section 7, Telephone Operators: Add the following sentence to sub-section (a) at the end:

Telephone operators required to respond to guest inquiries shall be trained and scheduled in a way that allows for such inquiries not to interfere with the primary duties of operators.

48. WAGE INCREASES

	8/14/1999	8/14/2000	8/14/2001	8/14/2002	8/14/2003
Non Tipped A	40¢/hr	45¢/hr	65¢/hr	75¢/hr	75¢/hr
room cleaners					
housepersons					
inspectresses					
linen room employees					
sewers/menders					
drapery service					
parlor cleaners					
lobby porter					
room cleaner/ parlor cleaner					
all other housekeeping					
dishwashers					
vegetable person					
pot, glass, silver washer					
night porter					
garbage worker					
all other stewarding					

	8/14/1999	8/14/2000	8/14/2001	8/14/2002	8/14/2003
Non Tipped B all cooks supply person PBX check room package person storeroom cashier page person stationary bell hostess mini-bar order takers banquet housemen all other non tipped	30¢/hr	35¢/hr	55¢/hr	60¢/hr	65¢/hr
Tipped A service bartenders front bartenders a la carte servers a la carte bussers all barbacks bell captains bellpersons all others tipped except for Tipped B classifications	20¢/hr	25¢/hr	35¢/hr	35¢/hr	35¢/hr
Tipped B banquet bartenders banquet servers banquet bussers	25 cents per hour wage increase for all hiring hall servers, 1 st year Effective on ratification for all functions except receptions, buffets and cocktail parties: 75% of 16.5%/17%/17%/17%/17.5% or best practices if it is higher and hotel must go to those rates if it is not there now (Unless the event has already been booked at a lower rate as of the date of ratification).				

Banquet Housepersons: Quarterly bonus \$150 effective October, 1999; \$200 2nd Year

Night Shift Differential: For all classifications with such differential shall be increased to the following amounts in the agreement:

1st Year \$2.50/shift
2nd Year \$2.75/shift

New Year's Eve:

1999 Pay

Three (3) times regular straight time hourly rate for hours worked between 7pm and 4 AM for all classifications

2000 - 2003 Differential

New Year's Eve differential for banquet bartenders, banquet housepersons, banquet buspersons and banquet food servers shall be increased to \$20/shift, unless the differential is higher for a given classification in a hotel, in which case the employee receives the higher of the two. Banquet housepersons receive this differential if they work a majority of their shift between 4 PM and 4 AM.

All Bell Classifications:

(e.g. page persons, stationary bell, graveyard bell, dispatchers, bell captains, and bellpersons)

- (a) August 14, 1999: 60¢/upgrade
- (b) August 14, 2000: 70¢/upgrade

SIDE LETTERS

This side letter agreement between the San Francisco Hotel Multiemployer Group and HERE Local 2 shall amend the collective bargaining agreement effective August 14, 1999 and expiring August 13, 2004.

1. Union Hiring Hall Rules: While it is not a subject for bargaining, the Union will write MEG a letter informing it of (a) the Union's intended modification of its rules that servers on the A List in the hall will have to work 6 shifts per month to retain their A List position and on the B List they will be required to work 3 shifts per month to remain on the B List and (b) the Union's intended modification of how many times banquet servers have to sign in in lieu of working those shifts. This will be a change in the Union's hiring hall rules.
2. Restaurants. Commencing July 15, 2000 and each year thereafter for the term of the agreement, the union and the MEG shall jointly select a hotel food and beverage outlet to create a pilot project. The purpose of this pilot project shall be to explore new concepts in order to create a successful food and beverage operation. In such pilot projects, no changes in the terms and conditions of employment shall occur without the mutual agreement of the parties. As a condition of being the site of the pilot project, the hotel shall agree to share with the Union all necessary restaurant information including financial information which shall be held confidential.
3. San Francisco Administrators: Parties agree to meet with the SF Administrators to modernize the system of reporting, transferring data, and address other administrative matters.
4. Section 8 of the Food Prep Department, Apprentices:

The Joint Steering Committee of the San Francisco Multiemployer Group recognizes the value of the Joint Labor Management Culinary Apprenticeship Program. Therefore the Committee agrees to meet at its earliest convenience with representatives of the apprenticeship committee in order to discuss ways to promote this program by increasing the number of apprenticeships in the multiemployer group hotels.

5. Cooks Outsourcing:

Following the conclusion of negotiations the parties agree to establish a joint MEG labor management committee comprised of managers and cooks which shall meet on paid time and which shall discuss and review outsourcing of production. Special attention shall be paid to identification of "best practices" in MEG hotels. Best Practices shall be defined as policies or practices in kitchens which improve quality or product, productivity, training programs, cost effectiveness and job security of the workers:

On a hotel by hotel basis, the employers shall then meet with the union to discuss the implementation of such "best practices" in MEG hotel kitchens.-

6. Joint Steering Committee / Bell Portage Committee

Following ratification, a Joint Steering Committee / Bell Portage Committee shall jointly study if and when groups or tours, including FITs, should include portage as a condition of the sales contract between the tour or group and the Hotel.

7. **Hyatt Regency and Grand Hyatt Housekeeping Side Letter**

In addition to the terms outlined in the parties' MOU, the following is agreed to:

Hyatt Regency:

1. Room cleaner sections currently with a fourteen (14) room quota or credits shall have one (1) room dropped for seven (7) checkouts and two (2) rooms dropped for ten (10) checkouts, effective January 4, 2000.

2. Additionally, room cleaners working on the 16th and 17th floors shall have a room dropped from their daily quota for eight (8) double-doubles.

Grand Hyatt:

1. Room cleaner sections currently with a fourteen (14) room quota or credits which currently drop one (1) room for seven (7) checkouts and two (2) rooms for ten (10) checkouts shall, effective January 4, 2000, drop one (1) room for six (6) checkouts and two (2) rooms for nine (9) checkouts.

2. Sections currently with a fourteen (14) room quota and which currently drop one (1) room for eight (8) checkouts and two (2) rooms for twelve (12) checkouts shall, effective January 4, 2000, drop one (1) room for seven (7) checkouts and drop two (2) rooms for ten (10) checkouts.

8. **MEG Housekeeping Side Letter**

1. Following ratification, the Union and the MEG shall create a labor-management committee to study: (1) night room cleaner workload, (2) extra rooms, and (3) other housekeeping workload issues. Such a study shall be mutually designed by the parties and conducted by a mutually agreeable expert(s). The cost for such study shall either be equally borne by the parties or funded by other sources, such as foundations or other grants. All implementation issues and recommendations resulting from the study shall occur only by mutual agreement of the parties.

2. Any hotel which currently has room cleaner sections with a room quota of fourteen (14) rooms or credits and drops a room for seven (7) checkouts and drops two (2) rooms for ten (10) checkouts shall, effective January 4, 2000, drop one (1) room for six (6) checkouts and two (2) rooms for nine (9) checkouts, in those sections.

3. For hotels currently dropping one (1) room for seven (7) checkouts and two (2) rooms for ten (10) checkouts, effective the date that the hotel housekeeping room quota drops to fourteen (14) rooms or credits, the "checkout drop rule" shall revert to one (1) dropped room for eight (8) checkouts until August 14, 2000 on which date the "7 & 10" rule shall again go into effect.

4. The union agrees not to file a workload grievance against any hotel which currently does not provide coffee pots to guests in guest rooms and which decides to provide coffee pots to guest after August 14, 2000, when the "7 and 10" checkout rule goes into effect.

5. All other dropped room language including for travel shall continue in accordance with the Agreement and existing practices.

6. In addition, the parties agree to the following:

Room Cleaners - Transfer, Promotion, Job Opening.

- In house applications will be filed directly with human resources.
 - An unrelated discipline shall not be considered in job transfer.
 - Job descriptions if hotel maintains job description will be available to the room attendants.
 - If the room attendant is denied a job transfer or promotion, the hotel will help develop an action plan which could assist the attendant in preparing for future opportunities.
 - The hotels will seek to give priority within the department for housekeeping promotions.
7. AM Pre Shift meetings shall be no longer than five (5) minutes. There shall be translation as needed at AM Pre Shift meetings. Management shall post the minutes and agreements of General Housekeeping Meetings

9. **Bristol Housekeeping Side Letter**

In addition to the terms outlined in the MOU, the following is agreed to between the Union and Holiday Inn Fisherman's Wharf, the Holiday Inn Civic Center, the Holiday Inn Financial District, and the Crowne Plaza:

1. Effective April 1, 2000, room cleaners shall not be required to clean more than fourteen (14) rooms during an eight (8) hour shift.

2. As defined in the MEG Housekeeping Side Letter, for hotels currently dropping one (1) room for seven (7) checkouts and two (2) rooms for ten (10) checkouts (the Crowne Plaza and the Holiday Inn Financial District), effective April 1, 2000, when the room quota drops to fourteen (14) rooms, the "checkout drop rule" shall revert to one (1) dropped room for eight (8) checkouts until August 14, 2000, on which date the "7 and 10" rule shall again go into effect.

10. St. Francis' Housekeeping Side Letter

In addition to the terms outlined in the MOU, the following is agreed to:

In the Tower:

1. The room cleaners daily quota shall remain at fourteen (14) rooms.
2. Effective upon ratification, when a room cleaner's daily assignment includes seven (7) double-doubles, one (1) room or credit shall be dropped.
3. Effective upon ratification, when a room cleaner is assigned seven (7) or more checkouts per day, the daily assignment shall be reduced by one (1) room or credit; when a room cleaner is assigned ten (10) or more checkouts per day, the daily room assignment shall be reduced by two (2) rooms or credits.
4. For room cleaners who are assigned to work on floors 17-19, effective upon ratification, when a room cleaner is assigned six (6) or more checkouts, the daily assignment shall be reduced by one (1) room or credit; when a room cleaner is assigned to nine (9) or more checkouts, the daily room assignment shall be reduced by two (2) rooms.
5. Effective upon ratification, the requirement to conduct the "night count" shall be discontinued.

In the Main Building:

1. The room cleaners' daily quota shall remain at fourteen (14) rooms.
2. Effective upon ratification, when a room cleaner is assigned six (6) checkouts, the daily room assignment shall be reduced by one (1) room or credit; when a room cleaner is assigned nine (9) or more checkouts, the daily assignment shall be reduced by two (2) rooms or credits.
3. Effective upon ratification, when a room cleaner's daily assignment includes seven (7) double-doubles, one (1) room or credit shall be dropped.
4. Effective upon ratification, the requirement to conduct the "night count" shall be discontinued.

In General:

1. The terms above shall continue uninterrupted for the life of the agreement, notwithstanding any other terms of the MOU, unless modified by mutual agreement by the parties.

2. Upon the roll-out of the "Heavenly Bed" on other floors of the hotel, the parties agree that on those floors, room cleaners shall be assigned twelve (12) rooms the first week and thirteen (13) rooms the second week of the transitional or roll-out period and then return to their normal daily room quota of fourteen (14) rooms (except where travel or other Agreement language or practices require an additional room drop(s)).

3. The hotel may add coffee service and two (2) coffee cups that the room cleaners are assigned to place in guest rooms, for a total of no more than four (4) cups and/or glasses.

SUCCESSORSHIP ADDENDUM TO HERE LOCAL 2 1999-2004 COLLECTIVE BARGAINING AGREEMENT

This agreement shall be applicable to the management company signatory to the collective bargaining agreement (CBA) and this addendum, and to the owner of the hotel signatory to this addendum.

(A) In the event of a sale and/or transfer of the hotel, the management agreement, and/or the business operations covered by the CBA or any part thereof, the Management Company and/or Owner shall, before any sale or transfer or any other change in name or ownership, give notice in writing to the Union of the proposed sale or transfer and identify the parties. Such notice shall be provided prior to the close of the sale and/or transfer.

(B) Prior to reaching a final agreement with the purchaser or transferee (collectively referred to as Transferee), concerning the sale or transfer of the hotel and/or the management agreement, the Owner or Management Company, as the case may be, shall inform the Transferee in writing of the terms of the CBA. A copy of such notice shall be sent to the Union.

(C) (1) The Owner shall make it a condition of the sale and/or transfer of the hotel and/or the management agreement that the CBA shall be fully binding on the Transferee and that the Transferee shall execute a copy of the CBA without modification or amendment. By this undertaking, it is expressly understood that the Owner, and the Transferee, and whoever else shall become bound hereto by virtue of their assumption of the CBA, shall insert into a purchase and sale or other written agreement concerning the sale or transfer of the hotel and/or the management agreement, an express provision requiring a Transferee to expressly assume, in writing, the CBA, without modification.

(2) In the event the Management Company voluntarily sells or transfers the management agreement, the Management Company shall make it a condition of the sale and/or transfer of the management agreement that the CBA shall be fully binding on the Transferee and that the Transferee shall execute a copy of the CBA without modification or amendment. By this undertaking, it is expressly understood that the Management Company, and the Transferee, and whoever else shall become bound hereto by virtue of their assumption of the CBA, shall insert into a purchase and sale or other written agreement concerning the sale or transfer of the management agreement, an express provision requiring a Transferee to expressly assume, in writing, the CBA, without modification.

(D) If the Purchase and Sale or other written agreement providing for the sale or transfer of the hotel and/or the management agreement, as provided in paragraph C above, does not expressly require the Transferee to assume the CBA in full, and/or in the event the Transferee does not do so, the Owner or Management Company, as the case may be, shall be liable to pay the employees the difference between the wages, fringe benefits, and other monetary terms and conditions of employment provided for in the CBA, and the wages, etc., paid by the Transferee to its employees for the duration

of the CBA. It is further agreed that any dispute(s) over the alleged failure of the purchase and sale agreement to require the transferee to fully assume the CBA and/or pay employees the wages, fringe benefits, etc., provided by the CBA, shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association notwithstanding the sale or transfer of the hotel or management agreement. The parties agree that the arbitrator must be selected from a panel of experienced labor arbitrators from the National Academy of Arbitrators within 30 days. The arbitrator can order interim relief and the arbitration must be held within 30 days of the selection of the arbitrator.

(E) It is understood that the parties hereto shall not use a sale or transfer to evade this provision or the terms of the CBA. All parties warrant that they will in good faith comply with this successorship agreement. Further, the undersigned warrant, assert and agree that this successorship agreement is executed by them with full authority to represent and bind the Owner and/or the Management Company, as the case may be.

(F) The term sale and/or transfer as used throughout this provision with respect to the Owner's obligation will mean a sale, assignment, merger, leasehold, acquisition, or similar transaction which results in the change of ownership or management of the hotel. It is also understood and agreed that the term sale and/or transfer as used in this successorship agreement applies to any changes or a transfer of a management agreement or lease.

(G) This successorship agreement shall apply to all successors, transferees, assignees, lessees, new management companies, new corporate owners or any such other equivalent designee or any other entity which has assumed and/or taken over the operation or ownership of a hotel covered by this collective bargaining agreement.

(H) This successorship agreement is intended to protect the employment opportunities and monetary terms and conditions of the employment of bargaining unit members as established in the CBA. For this reason and because of the transactions to which this agreement may apply, sales or transfers of the hotel, the parties believe this agreement is entirely enforceable. However, should the law change or should this clause be deemed unenforceable as applied to a specific transaction or for other reasons, this agreement shall be interpreted and applied to the maximum extent permitted by law, at a minimum to require the Owner and/or the Management Company to guarantee and to provide for the protection of unit employees jobs and the maintenance of "union standards," i.e., the economic and other monetary terms of the CBA for the duration of this CBA.

HOTEL MANAGEMENT COMPANY DATE H.E.R.E. LOCAL 2 DATE

OWNER OF THE HOTEL DATE

**SCHEDULE OF POST RATIFICATION EVENT TO BE COMPLETED
AT MEG HERE LOCAL 2 JOINT STEERING COMMITTEE MEETING
NO LATER THAN OCTOBER 22, 1999**

1. INDUSTRY BANQUET COMMITTEE
2. HOUSEKEEPING JOINT STUDY COMMITTEE
3. JOINT UNION/MANAGEMENT PTO CONVERSION & LOCAL 14
INTEGRATION COMMITTEE
4. JOINT SUBCOMMITTEE ON HEALTH AND SAFETY
5. JOINT TRAINING COMMITTEE (ONLY AS NECESSARY)
6. MEALS COMMITTEE
7. COOKS OUTSOURCING COMMITTEE
8. MEG JSC MEETING WITH CULINARY APPRENTICESHIP COMMITTEE

Dated: September 17, 1999


Mike Casey, President, HERE Local 2


Stuart Korshak, Chief Negotiator MEG


Folger Gantz, Hilton Hotel


Gunther Hatt, Crowne Plaza Union Square


Mark Huntley, Fairmont


Jordan Meisner, Grand Hyatt


Hans Altenhoff, Sheraton Palace


Michael Cassidy, Westin St. Francis.


Tom Netting, Hyatt Regency


Gino Lazzara, Holiday Inn Civic Center


John Simonich, Holiday Inn Financial District


Don Timbie, Argent L.A. Square


Craig Schwan, Holiday Inn Fisherman's Wharf