

# **AGREEMENT**

*Between*

**UNITE HERE Local 23**

*And*

**HYATT REGENCY DENVER  
AT THE COLORADO CONVENTION CENTER**

**Effective: March 1, 2013 through February 28, 2018**

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# AGREEMENT

Agreement made and entered into the - \_\_\_\_ day of \_\_\_\_\_, 2013, by and between HYATT REGENCY DENVER AT THE COLORADO CONVENTION CENTER, located at 650 Fifteenth Street, Denver, Colorado 80202, hereinafter referred to as the "Hotel" or "Employer", and UNITE HERE, LOCAL 23, hereinafter referred to as the "Union".

## PREAMBLE AND PURPOSE

The purpose of this Agreement shall be to achieve mutual understanding, harmony and cooperation among the Union, the Employer and its Employees; to assure that all parties treat one another with mutual respect and dignity at all times; to assure the effective, efficient and economical operation of the Employer; to promote business opportunities for the Hotel; to provide a growing, caring environment where Employees take pride in surpassing guest expectations; to secure a prompt and fair disposition of grievances; to prevent all work interruptions and interference, to promote maximum efficiency in Hotel operations; to assure the highest standards of quality and guest satisfaction; and to set forth specific terms covering rates of pay, hours of work and conditions of employment for "Employees" during the term of this Agreement.

## ARTICLE 1- RECOGNITION

### **Section 1.01 – Bargaining Unit**

The Hotel recognizes the Union as the sole and exclusive bargaining agent for all regular full time and regular part time hotel service, housekeeping, food and beverage, and laundry employees (including room cleaners, housepersons, bell persons, telephone operators, kitchen employees, servers, bussers, bartenders, cashiers, hosts and laundry workers) employed by the Employer at the Hotel, but excluding all, on-call, secretarial, front desk, reservations, concierge, maintenance, parking attendants, health club employees, office clerical, administrative, and sales employees and all managers, banquet captains, bell captain supervisors, and guards as defined in the National Labor Relations Act.

### **Section 1.02 – No Individual Agreements**

Although the Employer recognized the Union as the duly certified bargaining agent of those Employees covered by this Agreement, the list of job classifications does not mean or require that the Employer must hire or maintain Employees in each classification. The Employer shall

not to enter into any agreements or contracts with its Employees, individually or collectively, except as may be expressly agreed to in the form of a written addendum signed by the Hotel General Manager and the Union's Principal Officer.

### **Section 1.03 – Bargaining Unit Work**

The Parties agree that as a general matter, bargaining unit work is performed by bargaining unit employees. Consistent with that understanding, it is agreed and understood that job duties of supervision and/or other non-represented employees shall not be construed to prohibit supervisors or other non-bargaining unit persons from doing work otherwise performed by employees covered by this Agreement when business conditions warrant such work so that everyone at the Hotel works together as a team to provide the best service to the guests. This includes the non-excessive use of corporate trainees, international, national, and local internship participants doing work normally done by bargaining unit members.

### **Section 1.04 - Notification**

The Employer agrees to post available bargaining unit positions on the Hyatt.com website as well as outside the Human Resources office. In the event that the hotel does not post available bargaining unit positions on the website, the Employer agrees to notify the Union of such positions in writing at least one time per month.

## **ARTICLE 2 – SUBCONTRACTING**

### **Section 2.01 - Subcontracting**

Hyatt may continue to subcontract work in accordance with current practices subject to these limitations:

- A. Contracted labor will not be used to deprive bargaining unit employees (including laid off employees) the opportunity to work up to forty (40) hours in a work week within their classification when work is available unless the bargaining unit employee declines the work opportunity. This Section (a) shall not apply to banquet servers and banquet bartenders who shall be scheduled in accordance with Section 9.03.
- B. Hyatt will offer 6<sup>th</sup> day work week work opportunities to Room Attendants, irrespective of whether it causes overtime on the 6<sup>th</sup> day, before utilizing contracted labor to perform Room Attendant duties. Room Attendants desiring 6<sup>th</sup> day work week opportunities must sign up on a volunteer list each week at least three (3) days prior to the weekly schedule posting. Employees shall be scheduled by seniority. Once scheduled, the employee is committed to work the 6<sup>th</sup> day, as any other day.

- C. Hyatt shall continue to operate the departments, including restaurants and bars it currently operates and shall staff those locations with bargaining unit members except provided in this Agreement.
- D. Hyatt may continue to utilize contracted labor to perform functions outside the bargaining unit that are currently performed by contracted labor. Additional, contracted labor performing bargaining unit work shall be by mutual signed agreement between the parties.

## **ARTICLE 3 – SUCCESSORSHIP**

### **Section 3.01 – Successorship**

In the event that the Employer sells, transfers, or assigns all or any part of its right, title, or interest in the operation covered by this Agreement or substantially all of the assets used in such operation, or in the event there is a change in the form of ownership of the Employer, the Employer shall give the Union reasonable advance notice thereof in writing, and the Employer further agrees that as a condition to any such sale, assignment, or transfer, the Employer will obtain from its successor or successors in interest a written assumption of this Agreement including a promise that the successor or successors shall retain the employees employed in each of the units represented by the Union (subject to changes in the level of staffing) and furnish a copy thereof to the Union, in which event the assignor shall be relieved of its obligations hereunder to the extent that the assignor has fully transferred its right, title, or interest. The Union shall not be required to post a bond or other security as a condition to obtaining an injunction or other equitable relief against a violation or threatened violation of this Section. The Employer's obligations under this section exist only with respect to sales, transfers or assignments of its interest in managing the hotel, which it does not own. They do not exist with respect to a sale, transfer or assignment of the hotel by the owner or the owner's replacement of the Employer as the manager.

## **ARTICLE 4 – UNION SECURITY**

### **Section 4.01 – Conditional upon Requirements Met**

This Article shall be effective immediately upon the Union fulfilling the requirements of Colorado law. If the law is changed so that there are no requirements for implementation of this union security provision, then this Article shall become effective at that time. Furthermore, this Article is subject to the requirement that it not violate Colorado state law.

#### **Section 4.02 – Union Membership**

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date this Agreement is executed shall remain members in good standing and those who are not members on the date this Agreement is executed shall, within thirty-one (31) days following the date this Agreement is executed, become and remain members in good standing in the Union. It is also a condition of employment that all employees covered by this Agreement and hired on or after the date this Agreement is executed shall, within thirty-one (31) days following the beginning of such employment, become and remain members in good standing in the Union.

#### **Section 4.03 – Good Standing**

“Good Standing”, as used in this Article 4, shall mean that the employee has paid or offered to pay the Initiation Fees and regular monthly dues, or, upon a timely request of a non-member employee to the Union, to pay the portion thereof which represents the Union’s cost germane to representing employees.

#### **Section 4.04 – Failure to Comply**

The dismissal of any employee for failure to comply with the provisions of this Article 4 shall be on written notice from the Union to the Employer and employee, setting forth the reason for his or her delinquent status and allowing the employee seven (7) days from receipt of the notice to bring his or her membership into good standing. The retraction of such notice shall be made in writing to the Employer.

#### **Section 4.05 – Employee Information**

The Employer shall furnish the Union with a quarterly list of all employees in the bargaining unit, including each employee’s name, department(s), location, job title(s), home address, phone number, status (full time, part time) and date of hire, date began in current job title(s) and date of birth. This report shall be in a computer-readable form as provided by the Employer. In addition, an employee’s social security number will be provided upon written request by the Union. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, costs, suits, or other forms of liability regarding the release of this information.

#### **Section 4.06 – Notice of Employment**

The Union shall furnish the Employer Notice of Employment forms which shall be filled out by new bargaining unit employees, and the Employer shall remit the forms to the Union at least once a month, no later than the 10<sup>th</sup> of the month for the prior month.

**Section 4.07 - Indemnity**

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, costs, suits, or other forms of liability that may arise by reason of action taken by the Employer for the purpose of complying with the requirements set forth under this Article 4.

**ARTICLE 5 - DUES CHECK-OFF/ TIP FUND**

**Section 5.01 – Dues Check-Off**

The Employer will, upon written authorization of the employee on a form provided by the Union, deduct from the wages of each employee covered by this Agreement, the Union initiation fees, reinstatement fees, regular monthly dues uniformly levied by the International Union and Local Union upon members in accordance with the Constitution and Bylaws of the Union (including all arrearages from incumbent employees), and shall remit such deductions to the Local Union no later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the deduction was made, during the period of this Agreement. The Union agrees to advise the Employer of the amounts which are to be deducted in each month as to each employee who has executed a dues deduction authorization and so furnish the Employer and the employee with a copy of such authorization.

**Section 5.02- UNITEHERE T. I. P. Fund**

The Employer shall deduct and transmit to the Treasurer of UNITEHERE TIP Campaign Committee the amount of contribution (flat amount) specified for each payroll period from the wages of those employees who voluntarily authorize such contribution at least 7 days prior to the next scheduled pay period, on the form provided for that purpose by the UNITEHERE TIP Campaign Committee. These transmittals shall occur no later than the fifteenth (15<sup>th</sup>) day of the following month, and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The flat amount to be deducted may be changed only once each twelve (12) month period. The parties acknowledge that the Employer's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. The Employer shall send these transmittals and this list to: Treasurer, UNITEHERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

**Section 5.03 – Indemnity**

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, costs, suits, or other forms of liability that may arise by reason of action taken by the Employer for the purpose of complying with the requirements set forth under this Article 5.

## **ARTICLE 6- UNION ACTIVITY & SHOP STEWARDS**

### **Section 6.01 – Shop Stewards**

The Employer recognizes the right of the Union to select ten (10) Stewards. The Union shall notify the Employer, in writing, of the names of the Stewards. All Stewards shall fulfill their obligations to the Employer and the Employer's guests and perform their job duties as any other employee covered by this Agreement. Stewards shall not interrupt the business or direct the work of any employee, regardless of whether or not they believe a grievance exists. In the event a Steward is required to represent an employee at the request of the Employer, or investigate a pending grievance that cannot be done during non-working hours, he shall be afforded a reasonable period of time during working hours without loss of pay. Provided, however, Stewards shall not abuse this privilege and shall give first priority to their regular duties as required by Hotel business needs. If the Chief Steward, (one person), attends to Union business, he shall be afforded a reasonable opportunity, subject to management approval, during working hours, not to exceed two (2) hours per week, without loss of pay. Provided further, the Chief Steward shall not abuse this privilege, shall give first priority to his regular duties as required by Hotel business needs and shall, as a general matter, not engage other employees during their work time in working areas.

### **Section 6.02. - Union Visitation**

No more than five (5) representatives of the Union shall be permitted to visit the Hotel for the transaction of official Union business in the Employee cafeteria, during the hours of 6:30 a.m. to 10:30 p.m. and during other times upon a minimum of twenty-four (24) hours prior written notice to the Human Resources Department, or no later than Friday at noon for a weekend off-hours visit in the Employee cafeteria. Union business agents and officers may advise bargaining unit employees throughout the Hotel that they are available in the employee cafeteria. In addition, the Union business agents and officers may make arrangements with the Human Resources Director to inspect any area of the Hotel for grievance investigation purposes, which may result in more detailed conversations. Under no circumstances shall Employees be interrupted while they are working nor shall Union Representatives enter into occupied guest rooms at any time. Union Representatives must check-in with the Human Resources Director or designees or manager on duty (in that order) whenever they enter the Hotel. Leaving a voice mail or e-mail shall not be considered notification for purposes of this Article. This provision shall be strictly observed. One (1) Union Representative shall be permitted to attend and speak to bargaining unit employees during the final fifteen (15) minutes of the "Building Success" orientation. At no time shall any Union representative disparage or otherwise demean Hyatt during their visitation at the Hotel.



### **Section 6.03 – Union Activities**

There shall be no discrimination, interference, restraint or coercion by the Employer, against any employee because of activities in the affairs of the Union or because of membership in the Union. Likewise, there shall be no discrimination, restraint, interference, or coercion by the Union against an employee because of an employee's desire not to participate in the affairs of the Union or desire not to become a member of the Union.

### **Section 6.04 – Union Buttons Permitted**

Employees shall be permitted to wear a single Union button, either: (a) the same Union button among all employees which shall be an authorized Local 23 or International Union button that is uniformly distributed to its membership not to exceed 1¼ inches, or: (b) a UNITE HERE enamel and gold lapel pin less than 1 inch across. The button shall not contain any words that disparages Hyatt or its related entities or interferes with the Employer's normal daily operations.

### **Section 6.05- Union Bulletin Board**

The Employer agrees to provide a glass enclosed bulletin board for posting of official Union notices near the employee cafeteria. Union notices shall not contain any information disparaging Hyatt or its related entities, the Employer, or interferes with the Employer's normal daily operations. The Union shall post notices by getting the keys from the Human Resources office and leaving a copy of said notice at the Human Resources office. In the event that the Union needs to post materials on the weekend, it shall request keys from the Manager on Duty (MOD) and shall leave a copy of the posting with the MOD when the keys are returned. In the event of a dispute regarding the appropriateness of any notice, Hyatt has the right to remove the notice and the Union may refer the matter directly to Step 3 of the grievance procedure (i.e. arbitration).

### **Section 6.06 – Union Training Sessions**

Subject to Employer approval, operational requirements and business conditions, shop stewards may be permitted time off from work without pay, and without loss of seniority, in order to attend Union sponsored training sessions. The Union shall notify the Employer at least fourteen (14) calendar days in advance of any such matter in which the Union requires the attendance of the Shop Steward. The amount of time-off under this Section shall not exceed three (3) workdays per occurrence, and in no event shall the time off by a Shop Steward exceed six (6) workdays per calendar year.

### **Section 6.07 - Leave of Absence for Union Business**

Any employee with one (1) or more years of service with the Employer who is appointed by the Chief Executive Officer of the Union to a staff position which requires the full time discharge of its duties shall be granted an unpaid leave of absence. It is agreed and understood that no more than two (2) employees shall be permitted to be on a leave of absence for Union Business at any one (1) time and provided further, that such leave of absence shall not extend beyond one

hundred eighty (180) days unless extended by written mutual agreement of the parties if and when requested by the Chief Executive Officer of the Union or his/her designated representative. Such leave of absence shall be without pay and benefits and without loss of seniority. Seniority shall accrue during such authorized leave. The Union shall be responsible for the payment of any pension, health, and other benefits during the length of the leave. Upon the employee's return, those hours taken as Union leave will not be used by the Employer to calculate vacation or other pro-rated benefits earned by the employee under this Agreement.

### **Section 6.08 – Locker Search**

The Employer shall request the Shop Steward (if readily available) or, if not readily available, an employee in the bargaining unit to be present whenever it becomes necessary for the Employer to open an employee's locker.

### **Section 6.09 – Department Related Meetings**

Upon request, the Employer will meet quarterly with the Union (meeting group not to exceed six (6) persons; three (3) from Union, three (3) from Employer) to discuss department issues.

## **ARTICLE 7 - CLASSIFICATION AND WAGES**

### **Section 7.01 – Pay for Working in Two Classifications**

In the event an employee is assigned to work in a higher paying classification and works in a higher paying classification for more than one-half (1/2) his shift, he shall be paid the higher classification rate for his entire shift. This provision shall not apply in those situations where there is a regular overlap of duties among classifications.

### **Section 7.02 – Date Wages Paid**

Wages shall be paid bi-weekly. The current workweek for pay purposes is Sunday through Saturday. The Employer retains the right to alter workweeks, but shall not do so arbitrarily and in any event the employer shall give a fourteen (14) day advance written notice to the employees and the Union.

### **Section 7.03 – Statement of Wages**

The Employer shall give to each of its employees at the time of payment of wages a statement showing name of Employer, name of employee, hours worked at straight-time pay, hours worked at premium pay, rate(s) of pay, vacation pay, holiday pay, sick pay, jury duty, all deductions according to the laws of the State of Colorado and the Federal Government and any other authorized deductions, consistent with Hyatt's payroll processing system's abilities.

#### **Section 7.04 - Work Schedules**

The Employer shall post in a conspicuous place in the employee's service area a job schedule specifying the full name of each employee, the starting and ending times and each employee's day(s) off. All work schedules must be posted no later than 7:00 p.m. on Thursday - of the prior week. The Employer will make every reasonable effort to accommodate any employee who, due to compelling reasons, cannot make the subsequent schedule change.

#### **Section 7.05 – Minimum Wage Defined Herein**

It is hereby agreed that wages specified in Appendix "A" of this Agreement shall be regarded as minimum hourly wages rates, as well as any mutually agreed upon modifications for new hires who have not achieved these rates as yet.

#### **Section 7.06 – Rates above Scale**

Nothing contained in this Agreement is to be interpreted to prevent the Employer from paying individual employees a wage rate in excess of the base minimum rate. Provided, however, the Employer reserves its right to adjust employees back to the base minimum rate for just cause.

#### **Section 7.07 - Minimum Wage Adjustment**

The Employer agrees to abide by Colorado State and Federal Minimum Wage laws, whichever is greater.

#### **Section 7.08 - No Wage Reduction Inferred**

No provision of this Agreement shall be used to reduce the wage rate of any employee if the wage rate paid to the employee is higher than the base minimum wage rate for his classification. It is agreed that the fact that certain employees receive more than the base minimum wage rate for that classification shall not be the basis for a claim of inequity by other employees or the Union under this Agreement. Beginning September 1<sup>st</sup>, 2008, employees who are paid above the base minimum wage rate shall receive the same cents per hour increase (if any) that their classification was adjusted.

#### **Section 7.09 – Wage Deductions and Rebates**

No employee shall suffer any deductions from his wages except as may be required by law or authorized in writing by the employee except to correct an overpayment. No employee shall rebate any of his wages to the Employer.

#### **Section 7.10 - Overpayments/Underpayments**

In the event an Employee has been inadvertently overpaid by the Hotel due to administrative error, the Employee's liability for any repayment is limited to six (6) months from the date that

the matter was first brought to the Employee's attention by the Hotel. Likewise, the Hotel's liability for inadvertent underpayments to employees due to administrative error is limited to six (6) months from the date that the matter was first brought to the Hotel's attention by the employee or their representative.

### **Section 7.11 - Payment Corrections**

In cases where an employee's paycheck does not contain the full amount owing to the employee and the shortage is over twenty-five (\$25) dollars and the shortage occurs due to no fault of the employee, the Employer agrees to issue a separate check containing the full amount of the shortage (less deductions) within five (5) business days, excluding weekends and holidays as defined in this Agreement. If the shortage is less than twenty-five (\$25) dollars, or if the shortage is due to employee error, the employee shall be paid the shortage no later than the next regular payroll period. Likewise, if there has been an overpayment to the employee, the Employer shall have the right and shall make the deduction for the overpayment from the employee's next regular payroll check after the Employer becomes aware of the overpayment and advises the employee, which shall not exceed sixty five (\$65) dollars per pay period.

## **ARTICLE 8– HOURS OF WORK AND OVERTIME**

### **Section 8.01 - Employee Status**

- Full Time Employees - A full time employee works an average minimum of thirty (30) hours per week for the previous calendar quarter. If an employee's hours are below the minimum for a calendar quarter the Employer will provide the employee with a warning letter. Full time status will terminate after two (2) consecutive calendar quarters below minimum.
- Part Time Employees – A part time employee works an average minimum of ten (10) hours per week for the previous calendar quarter. If an employee's hours are below the minimum for a calendar quarter the Employer will provide the employee with a warning letter. Part time status will terminate after two (2) consecutive calendar quarters below minimum.
- On Call Employees - Any bargaining unit employee who fails to meet the minimum requirements of either full time or part time status and who continues to provide services for the Employer shall be deemed an on-call employee and shall not be part of the bargaining unit.

### **Section 8.02 - Overtime**

Any employee, except banquet employees, who works in excess of ten (10) consecutive hours a day or works for seven (7) consecutive days, shall be paid at time and one half their straight time rate of pay.

### **Section 8.03 - Length of Shifts**

Shifts will be four (4), five (5), six (6), seven (7), eight (8) or ten (10) hours, exclusive of the meal period. The Employer shall provide at least two (2) hours notice to an employee to cancel scheduled work time. Failure to provide this notice for employees reporting for work, but not put to work through no fault of their own, or who works less than four (4) hours, shall cause the employee to receive four (4) hours pay. This provision shall not apply to employees who volunteer to leave early.

Nothing in this Agreement shall be construed as a guarantee of a minimum or maximum number of hours of work per day or week or the number of hours of work per week, per shifts or schedules.

### **Section 8.04 - Split Shifts**

There shall be no split shifts except for any type of food and beverage server, bartender, server assistant or bar back, or if any employee volunteers to work a split shift.

### **Section 8.05- Time between Work.**

Employees who are required to work within nine (9) hours from the completion of their previous day's work (the "NINE HOUR GAP") shall be paid time and one half (1½) their hourly rate for hours worked within the NINE HOUR GAP. Employees may waive this requirement in writing, which waiver shall be irrevocable for one (1) year. Payment of this time and one half (1½) shall not be pyramided with any other overtime payment. The Employer may alter an employee's schedule to avoid the NINE HOUR GAP in accordance with Section 7.04 Work Schedules.

The NINE HOUR GAP payment shall not be applicable to banquet servers and banquet bartenders, hereinafter "banquet employees". Full time banquet employees may opt out of being scheduled or otherwise required to work within the NINE HOUR GAP by means of a written statement (see Appendix B that shall be on file with the Banquet Manager). The Banquet Employee Opt Out Request shall be irrevocable for a minimum of one hundred eighty (180) days and shall be available to no more than twenty percent (20%) of full time banquet employees in each classification in accordance with their classification seniority. Those banquet employees choosing to opt out shall not be scheduled or otherwise required to work within the NINE HOUR GAP irrespective of their seniority scheduling rights.

**Section 8.06 – Night Shift Premium**

Employees shall receive fifty cents (\$0.50) per hour premium for hours worked when the majority of the hours of their shift fall between the hours of 11:00PM and 07:00AM.

**Section 8.07 - Two Consecutive Days Off**

All full time employees who are regularly scheduled shall be scheduled off on two consecutive full days per week, business conditions permitting, provided however it is understood that the Employer's right to determine staffing levels is not diminished by this provision.

**Section 8.08 – Leaving Early**

An employee may leave work prior to the end of his or her scheduled shift if the Employer approves. In such event, the employee will be paid only for the time actually worked.

**Section 8.09 – Pay for Mandatory Meetings**

Employees required to attend a mandatory meeting during their non-work hours shall receive a two (2) hour minimum or actual time in attendance, whichever is greater.

**Section 8.10 – No Pyramiding**

There shall be no pyramiding of overtime or any other type of premium pay except overtime incurred during the shift premium period. Such premium and overtime payments shall not be duplicated or pyramided for the same hours worked or paid for any of the terms of this Agreement.

**ARTICLE 9 - SENIORITY**

**Section 9.01 – Seniority Defined**

- A. HOUSE SENIORITY. House seniority is defined as an employee's length of continuous service in years, months, and days from the employee's most recent date of hire by the Employer in the bargaining unit.
- B. CLASSIFICATION SENIORITY. Classification seniority is defined as an employee's length of continuous service in years, months, and days in a specific job classification in a particular department. An employee transferring from one (1) job classification to another covered under this Agreement shall earn seniority in their new classification from date of transfer.

## **Section 9.02 – Application of Seniority**

- A. It is agreed and understood between the parties that seniority shall govern with respect to employees' choice of available shifts, location of work, available days off, available hours of work, lay off, recall, and maximization of straight time work opportunity.
- B. SLOW SEASON. Employees may utilize their classification seniority to maximize straight time work opportunities, except between the second complete workweek in November and the second complete workweek in January, and an additional period of thirty (30) days designated by the Hotel with a sixty (60) day notice. During these periods the maximization of straight time work opportunity may be limited to thirty-two (32) hours per work week for full-time and sixteen (16) hours for part-time.
- C. LOCATION OF WORK. Seniority shall also apply to location of work for Room Attendants and Housekeeping Housepersons as provided in Article 13. Beverage Servers shall be rotated between outlets and among outlet sections. Restaurant Servers shall be rotated among sections within their outlet. Bartenders shall be assigned to an outlet based upon seniority. Once assigned to an outlet, a bartender may not bump another bartender from their outlet but shall be able to use their seniority to bid for an outlet opening. Bartenders may volunteer to move to another location, but the principle of inverse seniority shall apply if there are insufficient volunteers to fill any type of bartender staffing need (e.g. between outlets, outlet to banquet bar, etc.).
- D. FULL AND PART TIME STATUS. Full time and part time employees shall maintain separate classification seniority lists. However, full time employees shall hold seniority over part time employees for seniority application purposes. Employees who move from part time to full time status shall move to the bottom of the full time seniority list.

## **Section 9.03 – Work in a second classification**

If an employee is regularly scheduled to work at least one shift per week in a second classification and a shift assignment in that second classification becomes available, the employee shall have the right to bid for such assignment assuming that they are in compliance with the Hotel's transfer policy.

## **Section 9.04 – Seniority Tie-Breakers**

Effective for employees hired after the execution of this Agreement, if two (2) or more employees are hired on the same date, seniority shall be determined by random lot witnessed by the affected employees.

## **Section 9.05 – Seniority & Job Transfers**

Upon transferring to a new classification within the bargaining unit, an employee shall assume a new seniority date in the new classification. In the event that an employee transfers back to his

former classification within the bargaining unit within five (5) years after leaving his former classification, he shall assume his former classification seniority. Provided however, the employee returning to their former classification shall not be allowed to bump coworkers from their existing schedules but instead shall initially be placed into the open shift, and afterwards may use his former classification seniority for future shift openings.

### **Section 9.06 - Probationary Period**

A new employee shall not be placed upon the seniority list until he completes his ninety (90) calendar day probationary period, during which time he may be dismissed with or without cause at the discretion of the Hotel and without access to the grievance procedure. The Hotel has the right to extend the probationary period for an additional thirty (30) calendar days. It is understood that the probationary extension would not be done regularly but will be evaluated on a case-by-case basis with notice to the Union. If retained on the payroll after having completed his probationary period, an employee's seniority shall then begin as of his first date of employment.

### **Section 9.07 - Layoffs**

In the event of layoff (separation from active employment), the least senior employee in the relevant classification shall be the first one laid off and in the event of recall, the most senior laid off Employee in the relevant classification shall be the first one recalled. In unusual circumstances, the Employer may determine that the senior employee does not have the ability to do the job requested (e.g. if the employee is injured, on light duty, or does not have the training or has not successfully performed a specific assignment) and may call the next person on the recall list.

### **Section 9.08 - Recall**

Employees notified of recall shall return to work within five (5) calendar days of notice sent by certified mail to the address on file with the Employer. In addition, the Employer will give telephone notice of recall contemporaneous with written notice of recall by utilizing the telephone number obtained from the employee at time of layoff.

### **Section 9.09 - Loss of Seniority**

Seniority rights shall terminate and the employment relationship ends if an employee:

- (a) Quits, retires or is terminated for just cause; or
- (b) Fails to return to work from an approved leave of absence on the day scheduled; or
- (c) Is laid off for a period equal to his or her seniority or six (6) months, whichever is the lesser period of time; or



- (d) Fails to return within five (5) calendar days from recall notice; or
- (e) If an employee is a “no call no show” (defined as calling in to report late and then not showing up for work, or failure to call or show more than two (2) hours after start time) for a total of two (2) days during a rolling calendar year, except in the event of an extreme personal or medical emergency that makes it impossible for the employee to give notice to the Hotel. In such event, the employee shall give notice as soon as possible but in no event any later than two (2) calendar days after his second (2<sup>nd</sup>) day of no call no show; or
- (f) An employee gives a false reason for a leave of absence or engages in new employment during such leave.

### **Section 9.10 Layoff Notice**

If an employee is laid off, the Hotel shall give the affected employee as much advance notice as is reasonably possible given the circumstances then existing.

### **Section 9.11 – Transfers and Promotions**

In cases of transfers or promotions within the bargaining unit, if the employee is qualified and ability and work performance history are equal among all applicants, as determined by the Employer, the employee with the highest house seniority will be transferred or promoted. Promotions shall be defined as moving to a higher compensated position in the bargaining unit.

## **ARTICLE 10 – MEALS AND REST PERIODS**

### **Section 10.01 – Meal and Rest Period**

Employees working five (5) or more hours in a day shall receive a thirty (30) minute unpaid meal period. The Employer shall utilize its best efforts to authorize all employees to take meal periods towards the middle of their shift. Provided however, it is agreed that business needs shall take priority in any situation and that employees may desire not to take their meal periods towards the middle of their shift. Rest periods, which shall be paid, will be provided on the basis of ten (10) minutes for four (4) hours working time or majority fraction thereof.

### **Section 10.02 – Meal Quality**

The Employer shall, in addition to wages provided for in this Agreement, furnish, without charge to employees, wholesome, palatable, hot, and balanced meals to eligible employees as specified in this Article. Such meals will be offered to employees in the employee cafeteria daily. In the event an employee is unable to obtain their meal while the cafeteria is open, they shall notify their manager who shall authorize them to obtain their meal through the off hours meal

requisition form. Third shift employees or second shift employees who are unable to get their meal may obtain their food from Perks when the kitchen is closed.

### **Section 10.03 – Locker Rooms**

Sanitary dressing rooms with lockers, adequate lighting, soap and towels, and seating shall be provided where reasonably possible. All sanitation and health laws shall be strictly observed by both the Employer and the employee. Available lockers are selected on the basis of the HR department wait list.

## **ARTICLE 11 – UNIFORMS**

### **Section 11.01 – Uniforms Furnished**

The Employer shall furnish, without charge to the employees, all uniforms that employees are required to wear. This includes alterations to ensure that the uniform fits the employee.

### **Section 11.02 – Uniforms Laundered**

The Employer shall launder and maintain all such uniforms that employees are required to wear. Alternatively, employees have the option to launder his/her uniform.

## **ARTICLE 12 - CHANGE OF STATUS/IMMIGRATION**

### **Section 12.01 – Rights under this Agreement**

Non-probationary employees covered by this Agreement shall not suffer a loss of seniority, compensation or benefits due to any changes in the employee's name or social security number, provided that the new social security number is valid and the employee is authorized to work in the United States.

If an employee requests that the Employer change his/her records regarding his/her name or social security number, and the employee presents valid documentation to support such change, it will do so and such change will not prejudice the employee's seniority or other rights under this Agreement. In the event that the Employer becomes aware that an employee has a problem with his or her right to work in the United States after completing his or her introductory or probationary period, the Employer shall notify the Union in writing prior to taking any action. The Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.

## **Section 12.02 - Reinstatement of Employees**

In the event the Employer is legally required to suspend or discharge an employee with one at least (1) year of service, on account of information and/or documentation obtained concerning his/her immigration or citizenship status, the Employer shall provide any such suspended or discharged employee with one (1) year period in which she/he may be reinstated to employment upon the presentation of documentation and/or information establishing her/his right to be employed by the Employer.

## **Section 12.03 – Compliance with Government Agency Requirements**

(a) The Employer shall permit inspection of forms I-9 by the Department of Homeland Security (“DHS”) (or any other legally authorized government agency) only after a minimum of three (3) days written notice. Such forms shall be maintained in a file separate from other human resources files. The Employer shall not request information or documents from employees or applicants for employment as to their immigration status, except as required by law. In the event of a change in management of the Hotel, the Employer shall transfer all forms I-9 to the new employer, pursuant to 8 C.F.R. Sec 274a.2(b)(1)(viii)(A)(7) unless otherwise agreed by the parties.

(b) In the event that the Employer receives notice, by correspondence or otherwise, from the Social Security Administration (“SSA”) indicating that some of the employee names and social security numbers that the Employer reported on the wage and tax statements for the previous tax year do not agree with the SSA’s records, the Employer agrees to the following:

(1) The Employer will provide a copy of the notice to the Union unless objected to by the affected employee, and to all employees on the notice;

(2) The Employer will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee because the employee is listed on the notice;

(3) The Employer will not require that employees listed on the notice bring in a copy of their social security card for the Employer’s review [unless failure to do so would violate applicable law], complete a new form I-9 [unless recertification is otherwise legally required due to pending document expiration], or provide a new or additional proof of work authorization or immigration status, provided that the Employer may advise employees, in writing only, that they should report any corrected information they may give to the Social Security Administration for proper tax reporting purposes; and;

(4) The Employer agrees not to contact the SSA or any other government agency after receiving notice of a no-match from the SSA unless failure to do so would violate applicable law.

(5) The Employer may utilize E Verify for non probationary employees.

**Section 12.04 – Leaves of Absence**

Upon request, employees shall be released for a total of five (5) unpaid working days in order to attend required immigration proceedings for the employee only. The employee shall submit proof of such proceedings and attendance by the employee to the Employer.

**Section 12.05 – English proficiency**

While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their choice when speaking amongst themselves during work hours provided that such conversations are conducted in a manner that is respectful of guests and other employees and is consistent with quality guest service. As such, when guests are present employees will speak English both in front of and to the guest. When speaking over the radio, employees will endeavor to speak in English at all times, if they are able.

Upon request of the employee, the Employer shall provide interpreters from its staff, where such staff is available, for employees not fluent in English during any investigative interview that may lead to discipline or discharge. If readily available, an employee may utilize an interpreter from Hotel staff of their choosing. Where the Employer is unable to provide an interpreter, the Union may provide an interpreter. In the event that an interpreter is not readily available, timelines for issuance of the disciplinary or discharge notice as set forth in Article 23 shall automatically be tolled until any appropriate interpreter is available.

**ARTICLE 13 –WORK RULES**

**Section 13.01 - Room Attendants (Housekeepers)**

(A) No Room Attendant shall be required to complete more than the below number of rooms, subject to reductions, during each eight (8) hour workday without extra compensation.

<b>Effective</b>	<b>March 1<sup>st</sup>, 2013</b>
<b>Daily Maximum # of rooms</b>	16
<b># of Checkouts Causing 1 Room Reduction from the Maximum Daily rooms</b>	11
<b>Maximum number of checkouts assigned to any Room Attendant</b>	11

- (i) A Room Attendant's maximum daily workload shall be reduced by one room if the daily pre-shift meeting exceeds fifteen (15) minutes. If a Room Attendant completes rooms on three (3) floors, there shall be a one room reduction; completion of rooms on five (5) floors, there shall be a total of a two (2) room reduction; completion of rooms on seven (7) floors, there shall be a total of a three (3) room reduction. Suites shall be counted in accordance to the existing practice as of February, 2008.
- (ii) Room Attendants will be paid an extra \$3.00 per completed room for rooms designated by the Hotel as deep clean as part of their regular board. Provided further that if a Room Attendance has eleven (11) checkouts only (if 4 stayovers not added) one (1) room may be designated as a deep clean without additional compensation.
- (iii) If a room is not cleaned the Hotel has the right to replace it with another room.

(B) On a voluntary basis, Room Attendants may buy extra rooms within their eight (8) hour workday as follows: .

<b>Effective</b>	<b>Stay Over Room</b>	<b>Check Out Room</b>
<b>March 1, 2013</b>	\$4.00	\$6.00
<b>March 1, 2014</b>	\$4.25	\$6.25
<b>March 1, 2015</b>	\$4.50	\$6.50

- (i) If a purchased room is designated as a deep clean, an additional \$3.00 shall be paid.

(C) **Duties**

While performing the workload in Section (A) above, the following restrictions shall apply for Room Attendants:

1. No overhead work (which shall mean work out of the normal reach of employees such as standing upon chairs, stools, ladders, bathtubs, vanities, or any other items) or cleaning of halls shall be required of Room Attendants. This shall not preclude the use of tools to extend the reach of a Room Attendant. Room Attendants may be required to spot clean doors, windows, woodwork and marks on walls and dust floor side vents as needed.

2. As part of their normal daily duties, Room Attendants shall not be required to perform duties that are distinctively part of a Houseperson's normal duties.
3. Room Attendants shall not be required to perform janitorial or maintenance duties including, but not limited to wall washing, deep cleaning, changing curtains or draperies, window cleaning or cleaning public rest rooms as part of their daily duties, but may be required to do so as a special assignment which shall cause an appropriate reduction in their daily maximum workload. Special assignments, except deep cleaning, will be offered in order of seniority and, if there are insufficient volunteers, assigned in inverse seniority. A deep cleaning assignment shall not be used to otherwise deprive a more senior Room Attendant from working available hours up to forty (40) in a workweek.
4. Room Attendants shall not be required to transport bulk linen from the laundry or main linen storage room to restock the respective floor stations, nor shall room cleaners be required to leave their floors for linen; although there may be times when a Housekeeper will transport their linen to linen shoot.
5. Linen and proper equipment shall be supplied in the respective stations on each floor.
6. Telephone books shall be delivered to the outside of guest rooms. Housekeepers shall not be required to remove telephone books further than outside the door of a guest room.
7. Room Attendants shall not be required to remove Room Service trays further than outside the door of a guest room.

### (C) Compliance

The Employer will make every possible effort not to change or move a Room Attendant's or Houseperson's regularly assigned section and will make every effort to assign Room Attendants to as few floors as possible; provided however, daily section assignments will fluctuate based on Hotel occupancy, staffing and operational requirements. Because of these daily fluctuations, not all Room Attendants or Housepersons will be able to stay within their sections, but sections will be issued in order of seniority. Once assigned to a section, a Room Attendant or Houseperson may not bump another Room Attendant or Houseperson from their assigned section, but shall be able to use their seniority to bid for open and available sections. Hyatt will not move a Room Attendant from their regularly assigned section to avoid dropping a room based on the number of checkouts; provided however, hanging of rooms is permitted and reassignment is permitted to complete a normal complement of rooms.

(D) Unsanitary rooms

It is understood that there may be occasions when rooms are extra dirty and the daily goal may not be accomplished. On these days, the Room Attendant will call the Housekeeping Office as soon as they are aware and inform their Manager of the need for help and the possibility that they may not be able to finish their assignment. In that circumstance, the Manager will fairly and reasonably review the situation and assign extra help, allow for overtime or otherwise alleviate the situation of the Room Attendant.

## **ARTICLE 14 – GRATUITIES & SERVICE CHARGES**

**Section 14.01 - Standard Gratuities.** Gratuities shall be the property of the individual employee and not be deemed part of the basic wage. All disputes regarding gratuities and/or service charges shall come under the grievance procedure hereinafter set forth. Gratuities shall be paid to the employee without discount. However, if through sole error of the employee a charge or credit card is uncollectible and the employee has already been paid the gratuity, then the Employer shall be entitled to recover the gratuity back from the employee.

**Section 14.02 - Gratuities for Large Parties**

Effective on or after the ratification of this Agreement, the Employer agrees to add an eighteen percent (18%) gratuity to any parties of six (6) or more covers when patronizing any of the Employer's restaurants.

Effective on or after the ratification of this Agreement, the Employer agrees to add an eighteen percent (18%) gratuity to any parties of six (6) or more covers when patronizing any of the Employer's lounges, provided all six are on the same check.

The above eighteen percent (18%) gratuity shall be increased to nineteen percent (19%) effective January 1, 2014.

The guest reserves the right to refuse this added gratuity and determine his or her own gratuity amount.

**Section 14.03 - Banquet Service Charges**

A) Calculation

Banquet service charges shall be paid in accordance with the terms outlined in this Section. The administration of service charges shall be subject to the grievance procedure. The twenty-two (22%) percent service charge that is added to the food and beverage portion of the bill shall be divided as follows: Of that twenty-two (22%) percent, fifty-five (55%) percent is distributed as provided below and the remaining forty-five (45%) percent is distributed directly to

management. In the event the Employer increases the twenty-two (22%) percent service charge on the food and beverage portion of the bill, the same fifty-five (55%) percent/forty-five (45%) percent split shall remain in effect. Food and beverage handling fees charged by the Employer (for guest supplied food and beverage) shall be subject to the same fifty-five (55%) percent /forty-five (45%) percent split. The banquet service charge shall be increased to twenty-three percent (23%) prior to July 1, 2013 for newly contracted business and shall be subject to the same split of fifty-five (55%) percent /forty-five (45%) percent.

The fifty-five (55%) percent portion shall be divided into two (2) separate tip pools as follows: 1/11<sup>th</sup> shall be placed into the convention services pool, and the remaining 10/11<sup>ths</sup> shall be placed into the banquet server/captain\*/bartender pool (this includes on call employees). The monies placed in each pool shall be divided amongst participants on a “tip point” basis, (after deduction is made for Hyatt’s contracted labor costs for servers and bartenders, which shall be fair and reasonable). Servers/captains\*/bartenders shall draw their tip points from the banquet server/captain\*/bartender pool and convention service workers (convention service housepersons) shall draw their tip points from the convention services pool as follows:

*\*Although they are not part of the bargaining unit, Food and Beverage Captains employed in those classifications as of 12/14/07 shall continue to participate in the banquet server/captain/bartender pool but Food and Beverage Captains newly employed in that classification after 12/14/07 shall not participate in the banquet server/captain/bartender pool.*

In each pool, the monetary value of a tip point will be calculated as follows:

- Total amount of service charge placed in pool/total tip points = Value of tip point.
- Each hour worked = 1 tip point. (nearest quarter hour)

Monies in the tip pool shall be calculated weekly.

**B) Staff / Sales & Promotion Charges**

These include Employee Benefit, Sales and Promotion functions, pre-cons, tastings, etc., which shall be consistently applied in the future.

The following fees are paid per server and captain per function:

	<b>Effective 3/1/2013</b>	<b>Effective 3/1/2014</b>	<b>Effective 3/1/2016</b>
Coffee Breaks	\$27.00	\$28.00	\$29.00
Breakfast	\$32.00	\$33.00	\$34.00
Lunch	\$32.00	\$33.00	\$34.00
Dinner	\$42.00	\$43.00	\$44.00
Receptions	\$37.00	\$38.00	\$39.00
Beverage Receptions	\$32.00	\$33.00	\$34.00
Site Inspections	\$37.00	\$38.00	\$39.00



These fees are put into the service charge pool, not paid to individual servers/captains/bartenders.

#### C) Transparency of Banquet Records

The Employer shall maintain in chronological order the Banquet Check Tender detail for each day as well as the sheet showing the weekly point calculation, hours by name and distribution. The past thirty (30) days of this information (and any final adjustments with the rationale) shall be available for review by banquet service charge employees upon a request to their manager.

#### D) Banquet Scheduling

The Employer shall schedule banquet servers and banquet bartenders, “banquet employees”, giving work priority in the following order:

1. Full time banquet employees
2. Part time banquet employees
3. On call banquet employees
4. Non-banquet hotel employees who have been trained and certified by the Employer to perform banquet work as part of “Project 40”, (non overtime), or as otherwise needed, as determined by the Employer.
5. Outside, temporary/agency employees

Subject to work availability, banquet employees shall be scheduled by seniority each work week for up to forty (40) hours, (thirty two (32) hours during slow season as defined in Section 9.02). If there are additional work opportunities, they shall be offered first to full time banquet employees, by seniority, one opportunity at a time. Effective April 1, 2013, additional work opportunities will be rotated among full time banquet employees by seniority, in order to better equalize additional work. Employees who are offered and choose to pass miss this opportunity. After full time banquet employees have been offered available work opportunities, additional opportunities shall be offered to part time banquet employees in the same manner as full time banquet employees. Thereafter, additional work opportunities will be offered in the priority provided above.

#### E) Coat Check

The Coat Check classification is a tipped position and is not subject to the banquet service charge pool. Coat Check persons shall be provided a “tip jar” unless the hotel’s customer objects. The first opportunity to work as a Coat Check person shall be offered to full time, then part time servers who indicate preference, then to “on-call” servers.

### **Section 14.04 - Room Service Charges**

Effective on the ratification date of this Agreement, the Employer agrees to add a Twenty-One Percent (21%) service charge to the check for food and/or beverage items delivered to a guest room. Twenty (20) of the percentage points shall be distributed to the server and the remaining one percentage point to the cashier/order taker. Servers shall receive \$2.50 for amenities sent by the hotel. The Employer shall add the service charge for hospitality suites in accordance with this section and shall pay such service charge to employees without deduction or rebate. Room Service charges shall be pooled weekly and divided by hours.

## **ARTICLE 15 – HEALTH & WELFARE**

### **Article 15.01 - Health Insurance**

Effective March 1, 2013 all eligible full time bargaining unit employees shall be offered the opportunity to participate in the Hyatt Health Care Plan in accordance with terms of said Plan (including uniform employee contributions for the same type of coverage level/option/status) as may be amended on a Plan wide basis. Employee contribution to be made by authorized payroll deduction. Employees must meet all eligibility requirements, complete all required forms and make timely monthly contributions with authorized payroll deduction form. The Union and employees shall be bound by the terms of the Plan as may be amended from time to time and shall be bound by all procedures, rules and regulations established by the Hyatt Plan as well as all actions taken by the Plan Administrator and Trustee. The Union and employees shall have no right or authority to file any grievance relating to the Plan, its amendments, as well as its administration or application. Employees' remedy for disputes lies exclusively within the procedures provided by the Plan. This grievance prohibition shall not apply to grievances regarding the interpretation of this paragraph.

## **ARTICLE 16 - PENSION**

### **Section 16.01 – Hyatt Retirement Plan**

Hyatt will continue current contributions rate, provided, however, after March 1, 2014 and for the remainder of the Collective Bargaining Agreement, both parties, upon mutual agreement, may adopt the Hyatt 401(k) Plan or another annuity vehicle in lieu of the National Retirement Plan.

## **Section 16.02 – National Retirement Fund**

Effective January 1, 2009, the Employer shall become a participating employer of the National Retirement Fund (hereinafter called the “Fund”). The Employer agrees to be bound by the terms and conditions of the Fund as outlined in Appendix C. The Employer further agrees to become a party to the Agreement and Declaration of Trust dated January 14, 1949, as amended, which established the Fund as a jointly administered Union-Management trust fund to provide benefits (in accordance with a written pension plan incorporated herein by reference) for employees of Participating Employers, which term may include the Fund, the Union or subordinate organizations. The Employer further agrees and consents to the Employer-designated Trustees of said Fund to serve as such in accordance with the aforesaid Agreement and Declaration of Trust.

The Employer shall contribute to the Fund, on or before the tenth of each month, covered by the collective bargaining agreement, as indicated below:

Effective March 1, 2013 – 25 cents total per hour worked

for each hour compensated for during all payroll weeks ending in the prior calendar month. The Employer shall be required to contribute for new employees beginning on the employee’s first anniversary.

All contributions shall be payable to the Fund and shall be remitted to the office of the Fund.

The Employer shall submit monthly, a list showing the names and Social Security numbers of all employees who are compensated by the Employer during the period covered, the number of hours worked or compensated, and the resulting contributions due (the “Contribution Report”). The Trustees may at any time have an audit made by a duly authorized representative of the payroll and wage and other relevant financial records of an Employer in connection with the said contributions and/or reports.

In addition to any other remedies to which the Union or the Fund may be entitled, if the Employer (a) is in default in its contributions for one or more months; (b) is delinquent in submitting a Contribution Report to the Fund for one or more months; (c) refuses to permit the Fund to conduct an audit; or (d) is shown by an audit to owe contributions and/or Contribution Reports to the Fund, it shall pay to the Fund any unreported or delinquent contributions plus interest, retroactive to the due date, at a rate fixed by the Trustees. In addition, if the Fund commences an action to enforce its rights to collect contributions, obtain Contribution Reports, and/or conduct an audit, the Employer shall pay, in addition to the amounts set forth above, the greater of 20% liquidated damages on any unreported or delinquent contributions or double interest, and all expenses associated with collecting any unreported or delinquent contributions or delinquent Contribution Reports or enforcing the Fund’s right to conduct an audit, including, but not limited to, costs and legal fees.

## **ARTICLE 17 – VACATION**

### **Section 17.01 - Employee Eligibility and Basis of Vacations**

Annual vacations paid on this basis shall be earned as follows:

After One (1) year service but less than five (5) years service from date of employment	Two (2) weeks vacation.
After Five (5) years service but less than ten (10) years service from date of employment	Three (3) weeks vacation.
After ten (10) year's service	Four (4) weeks vacation.

As a point of clarification, “after one year of service” shall mean one year and one day of service (i.e. employee’s anniversary date). In the event the Employer changes the “earned” date, it will meet with the Union to discuss the applicability of the current language to assure that it will not cause an adverse effect on employees.

### **Section 17.02 - Amount of Vacation Pay**

Full time employees shall receive forty (40) hours of pay for each week of vacation. Part time employees shall receive prorated vacation benefits, based on their average weekly hours worked during the previous twelve (12) months of employment. Vacation pay is not given in lieu of vacation time.

### **Section 17.03 – Rate of Vacation Pay**

Vacation with pay shall be based upon the employee’s current hourly straight time base rate of pay in effect when the vacation check is issued. Provided however, gratuity/service charge employees shall receive vacation pay based upon the Colorado Minimum Wage.

### **Section 17.04 - Vacation in One Day Increments**

Employees may take vacation in one day increments, provided that advance approval is obtained from their supervisor.

### **Section 17.05 – One Week of Vacation Compulsory**

Vacation pay will be included in the regular paycheck and no special vacation check will be issued. Except in employee hardship cases resulting in mutual agreement between the Employer and employee not to do so, each employee must use at least one week of vacation each year. Except as provided in Section 17.04 above, vacations shall be given in consecutive days. No employee shall be called back to work during their vacation. Employees may be allowed to bank up to two (2) weeks of vacation. Any vacation time in excess of the current year's earnings plus the two (2) banked weeks shall be forfeited.

### **Section 17.06 -Vacation Pay at Termination**

Employees who terminate their employment shall be paid for any earned but unused vacation pay.

### **Section 17.07 - Posting Vacation Schedules**

Vacation schedules are to be posted by November 15<sup>th</sup> of each year. Eligible employees shall be responsible for making their preferences known by signing the schedule by December 15 or within thirty (30) days after the first posting, whichever is later. After completion of the above posting period, any employee who changes their vacation or who failed to sign their preference during the above posting period shall be limited to a vacation during open weeks only. There shall be no bumping of vacations after the above posting period. An eligible employee who has signed up during the posing period and has not been bumped during the posting period shall be granted the requested vacation. An eligible employee who requests a vacation outside the posting period shall submit a written vacation request form to their manager. The manager shall approve or disapprove the vacation as soon as they can but no later than twenty one (21) days of the request.

## **ARTICLE 18 - HOLIDAYS**

### **Section 18.01 - Pay for Holidays Worked.**

During the period of this Agreement, the following days shall be observed and recognized as legal holidays for all full time employees:

- New Years Day
- Martin Luther King Jr. (beginning January 2013)
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Personal Day

**Section 18.02 - Days of Observance**

The days of observance of the holidays set forth in this Article shall be the days specified by Federal Law.

**Section 18.03 - Holiday Pay**

In addition to pay for hours actually worked, non probationary full time employees who are otherwise eligible shall receive straight time pay for their normal work hours for all holidays specified in this Section whether worked or not.

**Section 18.04 - Eligibility for Holiday Pay**

In order to be eligible for holiday pay, an employee must work their regularly scheduled shifts before and after the holiday as well as work on the holiday if scheduled.

**Section 18.05 - 4/10's on Holiday**

In those departments working a regular ten (10) hour shift, employees actually working ten (10) hours on a holiday will receive ten (10) hours holiday pay.

**ARTICLE 19 - SICK LEAVE**

**Section 19.01 – Sick Leave**

All full-time employees are eligible for sick pay upon completion of their probationary period. During their first year of employment, employees shall earn sick leave as follows:

<b><u>Length of Full Time Service</u></b>	<b><u>Sick Pay Allowance</u></b>
3-5 months of service	2 days of sick pay
5-6 months of service	3 days of sick pay
6-8 months of service	4 days of sick pay
8-12 months of service	5 days of sick pay

After completing one year of service and on each subsequent anniversary date, a full time employee shall be entitled to six (6) days of sick pay.

Available sick pay may be used for the following reasons:

- Employee’s unexpected absence due to personal illness and/or;
- When an employee attends a medical appointment for their own health exam or condition, unless the employee is able to modify their schedule to accommodate the appointment;
- Employee’s unexpected absence due to illness of employee’s immediate family (children, spouse, mother, father, sister, brother, domestic partner, grandparent, grandchildren including adopted and/or step grandchildren, mother-in-law or father-in-law).
- After an employee completes one (1) year of service and is entitled to six (6) days of sick pay, up to three (3) days may be used per anniversary year for personal reasons, with a seven (7) day written request and management approval.

A doctor’s certificate may be required by the Employer for the Employee to receive sick pay payment.

At the end of each anniversary year, any unused sick days will be converted to paid extended illness days. Employees may accrue up to sixty (60) paid extended illness days. Paid extended illness days may be used in three circumstances:

1. For a personal illness or injury that requires the employee to be off for more than three (3) consecutive work days; or
2. For any period of incapacity due to an employee Medical Leave in accordance with the FMLA definition of a “serious health condition”; or
3. New Child Leave in accordance with Hyatt’s FMLA policy.

An appropriate doctor’s statement will be required to receive payment.

Upon termination of employment, an employee will not be paid for unused extended illness days or sick days.

## **ARTICLE 20 - LEAVES**

### **Section 20.01 - Medical Leave**

Medical Leave is available to Employees for up to twelve (12) weeks in a twelve (12) month period under the following circumstances:

- As of the first of the month after completion of their probationary period, an Employee is eligible for an unpaid medical leave of absence due to a serious medical condition that makes the Employee unable to perform his job.
- When an Employee is not eligible for a FMLA Leave.

A Medical Leave form and Medical Certification must be submitted no later than fifteen (15) days after their request for a medical leave. A medical release is required before an Employee can return to work.

### **Section 20.02 - FMLA Leave**

Employees who have completed twelve (12) months of service and worked 1,250 hours in the preceding twelve (12) month period, may be eligible for an FMLA leave due to a serious health condition that requires his absence from work. FMLA leave may be granted up to twelve (12) weeks in a twelve (12) month period. The length of FMLA leave time is based on a rolling twelve (12) month period measured backward from the date an Employee uses FMLA leave time. Employees may also be eligible for an FMLA leave to care for their spouse, domestic partner, child or parent who has a serious health condition.

### **Section 20.03 - New Child Leave**

Employees who have completed twelve (12) months of service and worked 1,250 hours in the preceding twelve (12) month period may be eligible for a New Child leave to care for their child after birth or placement for adoption or foster care. New Child leave may be granted up to twelve (12) weeks in a twelve (12) month period. The length of New Child leave time an Employee may take is based on a rolling twelve (12) month period measured backward from the date an Employee uses New Child leave time.

### **Section 20.04 – Other Requirements**

- An eligible Employee may only combine FMLA and Medical leave for a maximum leave of twenty-four (24) weeks total in a twelve (12) month period. However, an Employee must have met the hour's requirement of 1,250 hours worked in the previous twelve (12) months.
- While an Employee is on Medical leave or FMLA leave, the Employer will continue to pay for the Employee's health benefits to the same extent as if the Employee was not on a leave.
- Upon return from any leave, employees will be returned to their original position, seniority permitting. Provided further, employees on FMLA leave may be returned to an equivalent position with equivalent pay, benefits and other employment terms.
- FMLA may be taken on an intermittent or reduced schedule basis. Under certain circumstances, and at the hotel's discretion, intermittent or reduced schedule leave may be granted for New Child leave.
- If an Employee qualifies for a workers compensation leave of absence or has sick days available, that leave time will run concurrent with FMLA leave.



### **Section 20.05 - Personal**

As of the first of the month after completing their probationary period, an Employee may request time off up to four (4) weeks for compelling personal reasons. Such leave is discretionary on the part of the hotel, taking into account the nature of the request and business needs. An extension may be requested for up to an additional four (4) weeks. Employees on Personal Leave are responsible for paying both the Employee and Employer premiums to maintain health and welfare benefits.

### **Section 20.06 - Military**

Employees who are going to be absent from work due to service in the uniformed services must fill out leave of absence forms. The cumulative length of the Employee's Military leave(s) generally must not extend beyond five (5) years. Upon completion of military service, Employees must report to work or apply for reemployment within the time prescribed by federal regulations in order to maintain their leave status and reemployment rights.

### **Section 20.07 – Bereavement Leave**

In the event of a death in the employee's immediate family, a full time or part time employee shall be entitled to three (3) days leave with pay. "Immediate family" shall mean mother, father, mother-in-law, father-in-law, spouse or domestic partner, sister, brother, children, grandparents or grandchildren. Employees will receive five (5) days if they must travel out-of-state. In order to be eligible for Bereavement Leave, an employee must complete 120 days of employment.

### **Section 20.08 –Jury Duty**

Should a full time or part time employee with six (6) months of service or more be required to serve on a jury and as a result be prevented from performing regularly scheduled work for his Employer, such employee shall nevertheless be paid the regular straight time wages which would otherwise be earned, minus the amount paid by the city or county for compensation and expenses for jury service, provided that such payments by the Employer shall not be required for more than ten (10) days of jury service in any calendar year. Employees must present their receipt for jury service pay in order to receive the difference towards their straight time wages.

## **ARTICLE 21– MANAGEMENT RIGHTS**

### **Section 21.01**

Except as provided otherwise in this Agreement, the Employer shall remain vested with full and exclusive control and direction of the management and operation of the Hotel and its employees. By way of illustration and not limitation, the Employer retains the right:

- (a) To direct the work force and to determine the policies and methods of operating its business;
- (b) To decide the number and type of equipment, material, products and supplies, and the methods by which they shall be used or operated;
- (c) To determine the extent to which the Hotel and/or its equipment, and the various departments/rooms and sub-departments/rooms thereof, shall be operated, expanded, reduced, shut down, discontinued, merged, liquidated, or relocated;
- (d) To determine services to be offered and the right to plan, direct and control all operations and to make changes as it deems appropriate;
- (e) To decide the amount of supervision and direction of the work force;
- (f) To be the sole and final judge of the qualifications of all applicants, with the absolute right to select and determine the employees it will hire, transfer or promote;
- (g) To determine the size and composition of the work force and staffing levels throughout the Hotel and in all departments/rooms; the allocation and assignment of work or workers; the quality and quantity of work to be performed;
- (h) To establish or revise work schedules;
- (i) To maintain the highest levels of efficiency and introduce new, different, or improved methods and procedures in its operations and to otherwise generally manage the business.

### **Section 21.02**

The Employer further retains the right to promote, transfer and lay off employees and also to suspend, demote, discipline, release and discharge employees, in accordance with its policies and “just cause”.

It is agreed that the Employer has the right in its discretion to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operation of the Hotel and/ or the individual departments thereof.

### **Section 21.03**

The Employer publishes an Employee Handbook which contains information, policies and procedures important for its employees. The Employer reserves the right to amend the Handbook from time to time as appropriate. The provisions of the Handbook are intended to apply to employees covered by this Agreement, except where this Agreement conflicts with such provisions, in which case this Agreement shall govern. The provisions of the Handbook are

subject to the Grievance and Arbitration procedure, and the Union reserves the right to grieve changes to the Handbook which pertain to terms and conditions of employment except in cases where a benefit contained in the handbook is modified or eliminated on a company-wide basis (i.e. modifications or elimination of items such as employee discounted rooms).

#### **Section 21.04**

The Employer, by not exercising any function hereby reserved to it or exercising any function in a particular way, shall not be deemed to have waived the right to exercise such function or be precluded from exercising the same in some other way not in conflict with the express provisions of this Agreement.

#### **Section 21.05**

Nothing in this Article shall be construed to restrict or limit the Employer's authority to manage its business, except for the principle that the management rights enumerated in this Article shall not be in conflict with any specific Article or Section of this Agreement.

## **ARTICLE 22 – DISCIPLINE AND DISCHARGE**

#### **Section 22.01 – Discipline and Discharge for Just Cause**

The Employer may discharge or discipline an employee for just cause.

#### **Section 22.02 – Progressive Discipline**

The Employer and the Union acknowledge that in administering discipline, the concept of progressive discipline shall generally be followed by the Employer. However, it is agreed by the Union that based upon the nature or severity of the alleged offense, disciplinary action such as suspension or termination may be warranted immediately. The Union retains the right to grieve any disciplinary action for non-probationary employees taken by the Employer. Prior written disciplinary warnings may be considered as a basis for further discipline for up to 18 months from the date of its occurrence. Provided however, prior time and attendance violations (including “no-call no show”) are limited to consideration for 12 months from its occurrence.

#### **Section 22.03 - Notice of Discipline**

(a) Whenever a written disciplinary notice is issued to an employee, it should normally contain information and the reason for which the disciplinary notice is issued. Such notice shall be issued to an employee within a reasonable time after the Employer is aware of the event and has completed its investigation. Whenever reasonably possible, the Employer shall present disciplinary action in person. In cases where Employees are suspended pending investigation, the Employer shall complete the investigation within a reasonable time. Nothing contained in this Agreement shall interfere with the Employer's right to provide additional reasons for disciplinary

action or increased disciplinary action when such information becomes known and is investigated within a reasonable time.

(b) It is agreed and understood between the parties, that the appearance of an employee's signature on any written disciplinary warnings issued by the Employer shall in no way be construed as an admission of guilt or concurrence with the discipline issued, but rather, shall only be an acknowledgement by the employee that they have been made aware of the alleged misconduct. Employees will be given copies of all written warnings by the Employer whether signed for or not.

#### **Section 22.04 - Inspection of Personnel File**

The Employer shall at reasonable times and reasonable intervals, upon the request of an employee, permit that employee to inspect such employee's master personnel file. At the employee's request, a Steward or Union Representative may be present during the employee's inspection of his personnel file. The Employer shall make such file available at such place no more than five (5) business days after a request by the employee. No further disciplinary action shall be taken against an employee on the basis of prior disciplinary actions not contained in the employee's master personal file except with regards to harassment or potential violations of the law.

#### **Section 22.05 - Pay at Termination**

Payments to an employee following termination for any reason shall be made on the next regular payroll. The terminated employee shall be paid in wages due, including holidays and earned vacations if applicable. If the employee is not paid at the time of termination, then he or she shall be advised of the time and place when payment shall be made within the time limitations set forth above.

#### **Section 22.06 - Right to Union Representation**

The Employer recognizes the right of employees to have a Union representative present, if they so choose, in any disciplinary meetings or investigatory meetings that could reasonably result in discipline of that employee. If a Union Representative/Steward is not available within a reasonable time then the employee may select a fellow employee as their representative during such meeting. Union representation shall not negate an employee's obligation to comply with the Employer's work rules as set forth in its handbook, which may be amended.

## **ARTICLE 23- GRIEVANCE PROCEDURE**

#### **Section 23.01 – Overview**

Grievances arising out of a disciplinary suspension or termination, or those grievances initiated by the Union shall automatically be introduced at Step 2. All time limitations are calendar days.

## **Section 23.02 - Grievance Procedure**

**Step 1** –The employee and/or the Union Steward, shall present the grievance initially to their immediate supervisor within ten (10) calendar days of the date from the occurrence giving rise to the grievance (or of the date on which the employee reasonably should have become aware of the event) or it shall be deemed waived. If the matter is not resolved within five (5) days after the initially presented grievance, the employee may advance the grievance to Step 2.

**Step 2** – If the issue is not resolved at Step 1, the Union shall present such grievance in writing to the Employer by the Union within ten (10) days of the date of the Employer’s response (or non-response) under Step 1. In the event of a Union initiated grievance (i.e. a grievance not filed at Step 1), such grievance shall be reduced to writing and presented to the Employer within fourteen (14) calendar days of the date of the occurrence giving rise to the grievance (or of the date on which the employee or the Union reasonably should have become aware of the event) or it shall be deemed waived. In order to proceed with a grievance at Step 2, it must be in written form and set forth the specific articles(s) or section (s) of this Agreement alleged to have been violated, how it has been violated and the remedy requested. Both parties shall make an earnest effort to resolve the matter by mutual agreement. The parties shall meet within ten (10) days of the filing of the written grievance. The Employer shall issue its decision in writing, no later than ten (10) days following the Step 2 meeting.

**Step 3** – In the event the parties are unable to resolve the grievance from the Step 2 meeting or if the Step 2 meeting is not held, the Union may advance the matter to Step 3 by filing a written notice of intent to arbitrate the grievance within twenty (20) days from either the date that the Step 2 meeting was held or should have been held, or from the date of the Employer’s response letter in Step 2 (whichever is longer) or it shall be deemed waived. The Union shall petition the Federal Mediation and Conciliation Service for a list of seven qualified and impartial arbitrators, each of whom is a member of the National Academy of Arbitrators. Within seven (7) days of receipt of the list, the parties shall alternatively strike single names from the list until only one remains, and that person shall hear and decide the dispute. The parties may alternatively agree upon an arbitrator in lieu of applying for an FMCS panel. The arbitrator’s decision shall be rendered in writing within thirty (30) days following the close of hearing or the submission of briefs.

## **Section 23.03 - Time Limits**

The time limits of this grievance and arbitration procedure shall be strictly observed. Pay grievances shall be dated from the receipt of the paycheck. Any grievance not timely filed or processed shall be deemed resolved or waived by the Union. If the Employer fails to meet the timeliness requirements set forth in this Article, the grievance shall be automatically advanced to the next step of the grievance procedure. Failure by the Union to proceed within the time limits contained herein shall result in the waiver of the grievance.

#### **Section 23.04 – Waiver and Extension**

The time limits in the grievance procedure may be waived or extended only by mutual written agreement between the Employer's Human Resources Director and the Union Representative processing the Step 2 grievance.

#### **Section 23.05 – Jurisdiction of the Arbitrator**

The jurisdiction and authority of the Arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the specific Article and Section of this Agreement cited in the Step 2 grievance. He/she shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement. In the event the Arbitrator determines that he/she has no authority to decide or rule on a grievance submitted, then the Arbitrator shall solely rule that the matter shall be deemed to be resolved on the basis of the Employer's answer in Step 2.

#### **Section 23.06 – Back wages and Mitigated Damages**

All claims for back wages shall be limited to the amount of wages the employee otherwise would have earned during the employee's normal work period, less any unemployment compensation, benefits or compensation for personal services that the employee may have received from any source during the period in which the back pay was to be provided. In addition, employees are obligated to mitigate any damages, except in cases of payroll errors, which shall be covered under Section 7.10.

#### **Section 23.07 – Final and Binding**

If it is within the scope of his authority as outlined above, the Arbitrator's decision shall be final and binding on the Union, the aggrieved employee, on all bargaining unit employees, and on the Employer. The decision of the Arbitrator may be enforced by an order from a court of competent jurisdiction.

#### **Section 23.08 – Fees and Expenses**

The fees and expenses of the Arbitrator shall be split evenly by the Employer and the Union except if the Union withdraws a grievance from arbitration and a settlement does not provide otherwise, the Union shall pay all of the fees of the Arbitrator. Each party shall bear its own arbitration expense.

## **ARTICLE 24 - DISCRIMINATION**

### **Section 24.01 – No Discrimination**

Neither the Employer, Union nor the employees shall discriminate against any employee's race, color, gender, sexual orientation, gender identity, marital status, pregnancy, national origin, ancestry, age, religion, creed, disability, citizenship status or any other group protected by law.

## **ARTICLE 25 – NO STRIKE / NO LOCKOUT**

### **Section 25.01 – No Strike / No Lockout**

The Hotel agrees not to lock out its employees for the duration of this Agreement or any extension thereof, and the Union agrees that there will be no strike, walkout, slowdown, refusal to work, sit-down, sympathy strike, boycotting or picketing for the duration of this Agreement or any extension thereof.

### **Section 25.02 - Jurisdictional Dispute**

Any jurisdictional dispute between any Union shall not result in or interfere with the business of the Employer in any manner.

## **ARTICLE 26 - LATERAL SERVICE**

### **Section 26.01**

Recognizing that the provision of exceptional service to guests is critical to the success of the Employer and its employees, the parties agree to the practice of providing lateral service to guests. Lateral service means employees helping employees where and as needed (to the extent they are qualified) regardless of job duties, job classification, job title or compensation. The object of lateral service is to provide the most complete service possible consistent with supervisory directions and departmental procedures, through the combined efforts of employees, including management and non-bargaining unit personnel. This provision shall not be interpreted or applied as to either increase or decrease the Employer's rights or authority to transfer job duties or create combination jobs.

## **ARTICLE 27 – SAVINGS CLAUSE**

### **Section 27.01**

Should any part of this Agreement or any provision herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, including the National Labor Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Upon such invalidation, Employer and Union agree to meet and negotiate substitute provisions of such parts or provisions rendered or declared illegal or an unfair labor practice and the remaining parts or provisions of this Agreement shall remain in full force and effect.

## **ARTICLE 28 - DUTY TO BARGAIN**

### **Section 28.01 – Totality of Agreement**

The Employer and the Union agree in total that each has bargained fully with respect to all proper subjects of collective bargaining and has completely settled all such matters as set forth in this Agreement. This collective bargaining agreement constitutes the complete and full understanding of the Employer and the Union with respect to wages, hours of work, and conditions of employment. This Agreement can only be added to, altered, amended, modified or changed in any way whatsoever by a document in writing signed by the Hotel's General Manager and the Principal Officer of the Union.

## **ARTICLE 29 – DRUG AND ALCOHOL POLICY**

### **Section 29.01 – Guidelines**

The Employer and the Union agree that all employees should be provided with a drug-free and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. Except for the occasional company sponsored social events where alcohol may be served, while on the Employer's premises no employee may use, possess, distribute, sell or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. The Employer reserves the right to conduct substance abuse testing of any employee involved in a work-related injury that involves treatment by a medical professional or accident that involves property damage in excess of \$500.00, or who reasonably appears to be under the influence of alcohol or drugs while engaged in work-related activities. Any manager or supervisor of the Employer who wishes to



send an employee for testing shall consult first with either the Employer's Human Resources Director or the Hotel's General Manager/Hotel Manager. If any employee is sent for testing and the test is not positive, the employee shall suffer no loss of pay, including tips.

## **ARTICLE 30 - STATE AND FEDERAL LAW**

### **Section 30.01**

Nothing contained in this Agreement shall be deemed or construed to require directly or indirectly the Employer to do anything inconsistent with the laws or regulations of any competent governmental agency (city, state or federal) having jurisdiction over the Hotel. The Union and the Employer agree that neither will compel, force or cause, directly or indirectly, the other respective party to do anything inconsistent with any applicable laws.

## **ARTICLE 31 – MISCELLANEOUS**

### **Section 30.01 – Calendar Days**

All days in this Agreement are assumed to be “calendar days” unless stated otherwise.

### **Section 31.02 – Parking**

The Employer will continue to provide employees with advantageous parking and RTD pass rates below market prices. Parking in the parking structure adjacent to the Hotel will not be available on red flag days or if space is not available.

### **Section 31.03 – Gender Neutral**

Where the masculine or feminine gender is used in any job title in this Agreement, it is used solely for the purpose of illustration and shall not be construed to indicate the sex of any employee.

## **ARTICLE 32 - DURATION**

### **Section 31.01 - Term of Agreement**

This Agreement shall become effective on March 1, 2013 and shall continue in full force and effect through February 28, 2018 and from year to year thereafter unless written notice of the intention to propose changes in the terms of the Agreement or to terminate the Agreement is given by either party at least sixty days prior to February 28, 2018 or at least sixty days prior to February 28 of any year thereafter.

**Section 31.02 - Day-To-Day Extension**

If a new agreement is not reached upon the expiration of this Agreement and negotiations continue beyond expiration, this Agreement shall remain in full force and effect on a day to day basis up to the time a new Agreement is reached or upon a fifteen (15) day written notice of termination by either party, at which point this Agreement shall terminate on the 15<sup>th</sup> day after notice was served.

# SIGNATURE PAGE

## THE EMPLOYER

## THE UNION

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

# APPENDIX A - WAGES

APPENDIX A-WAGES																		
Non Tipped Classification	Minimum Contract Rate		March 1, 2014		Sept. 1, 2014		March 1, 2015		Sept. 1, 2015		March 1, 2016		Sept. 1, 2016		March 1, 2017		Sept. 1, 2017	
	Effective March 1, 2013		100%	90%	100%	90%	100%	90%	100%	90%	100%	90%	100%	90%	100%	90%	100%	90%
				1.5%		1.5%		1.5%		1.5%		1.5%		1.5%		1.5%		1.5%
Convention Services Houseperson	\$10.84	\$9.75	\$11.00	\$9.90	\$11.17	\$10.05	\$11.34	\$10.20	\$11.51	\$10.35	\$11.68	\$10.51	\$11.85	\$10.67	\$12.03	\$10.83	\$12.21	\$10.99
Housekeeping Houseperson	\$10.25	\$9.23	\$10.40	\$9.36	\$10.56	\$9.50	\$10.72	\$9.65	\$10.88	\$9.79	\$11.04	\$9.94	\$11.21	\$10.09	\$11.38	\$10.24	\$11.55	\$10.39
Room Attendant	\$10.25	\$9.23	\$10.40	\$9.36	\$10.56	\$9.50	\$10.72	\$9.65	\$10.88	\$9.79	\$11.04	\$9.94	\$11.21	\$10.09	\$11.38	\$10.24	\$11.55	\$10.39
Turndown Attendant	\$10.25	\$9.23	\$10.40	\$9.36	\$10.56	\$9.50	\$10.72	\$9.65	\$10.88	\$9.79	\$11.04	\$9.94	\$11.21	\$10.09	\$11.38	\$10.24	\$11.55	\$10.39
Public Areas Attendant	\$10.25	\$9.23	\$10.40	\$9.36	\$10.56	\$9.50	\$10.72	\$9.65	\$10.88	\$9.79	\$11.04	\$9.94	\$11.21	\$10.09	\$11.38	\$10.24	\$11.55	\$10.39
Housekeeping Runner	\$10.25	\$9.23	\$10.40	\$9.36	\$10.56	\$9.50	\$10.72	\$9.65	\$10.88	\$9.79	\$11.04	\$9.94	\$11.21	\$10.09	\$11.38	\$10.24	\$11.55	\$10.39
Wardrobe Attendant	\$10.54	\$9.49	\$10.70	\$9.63	\$10.86	\$9.77	\$11.02	\$9.92	\$11.19	\$10.07	\$11.35	\$10.22	\$11.52	\$10.37	\$11.70	\$10.53	\$11.87	\$10.69
Laundry Attendant	\$10.25	\$9.23	\$10.40	\$9.36	\$10.56	\$9.50	\$10.72	\$9.65	\$10.88	\$9.79	\$11.04	\$9.94	\$11.21	\$10.09	\$11.38	\$10.24	\$11.55	\$10.39
Laundry Sorter	\$10.84	\$9.75	\$11.00	\$9.90	\$11.17	\$10.05	\$11.34	\$10.20	\$11.51	\$10.35	\$11.68	\$10.51	\$11.85	\$10.67	\$12.03	\$10.83	\$12.21	\$10.99
Laundry Valet	\$10.84	\$9.75	\$11.00	\$9.90	\$11.17	\$10.05	\$11.34	\$10.20	\$11.51	\$10.35	\$11.68	\$10.51	\$11.85	\$10.67	\$12.03	\$10.83	\$12.21	\$10.99
Laundry Washer	\$11.13	\$10.02	\$11.30	\$10.17	\$11.47	\$10.32	\$11.64	\$10.47	\$11.81	\$10.63	\$11.99	\$10.79	\$12.17	\$10.95	\$12.35	\$11.12	\$12.54	\$11.28
Steward	\$10.25	\$9.23	\$10.40	\$9.36	\$10.56	\$9.50	\$10.72	\$9.65	\$10.88	\$9.79	\$11.04	\$9.94	\$11.21	\$10.09	\$11.38	\$10.24	\$11.55	\$10.39
Banquet Steward	\$10.84	\$9.75	\$11.00	\$9.90	\$11.17	\$10.05	\$11.34	\$10.20	\$11.51	\$10.35	\$11.68	\$10.51	\$11.85	\$10.67	\$12.03	\$10.83	\$12.21	\$10.99
Cafeteria Attendant	\$10.25	\$9.23	\$10.40	\$9.36	\$10.56	\$9.50	\$10.72	\$9.65	\$10.88	\$9.79	\$11.04	\$9.94	\$11.21	\$10.09	\$11.38	\$10.24	\$11.55	\$10.39
Barista (Perks)	\$11.01	\$9.91	\$11.18	\$10.06	\$11.34	\$10.21	\$11.51	\$10.36	\$11.69	\$10.52	\$11.86	\$10.67	\$12.04	\$10.83	\$12.22	\$11.00	\$12.40	\$11.16
Food & Beverage Runner	\$8.79	\$7.91	\$8.92	\$8.03	\$9.06	\$8.15	\$9.19	\$8.27	\$9.33	\$8.40	\$9.47	\$8.52	\$9.61	\$8.65	\$9.76	\$8.78	\$9.90	\$8.91
Cook 1	\$11.13	\$10.02	\$11.30	\$10.17	\$11.47	\$10.32	\$11.64	\$10.47	\$11.81	\$10.63	\$11.99	\$10.79	\$12.17	\$10.95	\$12.35	\$11.12	\$12.54	\$11.28
Cook 2	\$12.60	\$11.34	\$12.79	\$11.51	\$12.98	\$11.68	\$13.18	\$11.86	\$13.37	\$12.04	\$13.57	\$12.22	\$13.78	\$12.40	\$13.98	\$12.59	\$14.19	\$12.77
Cook 3	\$14.35	\$12.92	\$14.57	\$13.11	\$14.78	\$13.31	\$15.01	\$13.50	\$15.23	\$13.71	\$15.46	\$13.91	\$15.69	\$14.12	\$15.93	\$14.33	\$16.17	\$14.55
Cook 4	\$16.99	\$15.29	\$17.24	\$15.52	\$17.50	\$15.75	\$17.77	\$15.99	\$18.03	\$16.23	\$18.30	\$16.47	\$18.58	\$16.72	\$18.86	\$16.97	\$19.14	\$17.23
Greeter	\$11.72	\$10.54	\$11.90	\$10.71	\$12.07	\$10.87	\$12.26	\$11.03	\$12.44	\$11.20	\$12.63	\$11.36	\$12.82	\$11.53	\$13.01	\$11.71	\$13.20	\$11.88
Bus Person/Server Assistant	\$9.08	\$8.17	\$9.22	\$8.29	\$9.35	\$8.42	\$9.49	\$8.55	\$9.64	\$8.67	\$9.78	\$8.80	\$9.93	\$8.94	\$10.08	\$9.07	\$10.23	\$9.21
Cashier Order Taker	\$10.92	\$9.83	\$11.08	\$9.98	\$11.25	\$10.13	\$11.42	\$10.28	\$11.59	\$10.43	\$11.76	\$10.59	\$11.94	\$10.75	\$12.12	\$10.91	\$12.30	\$11.07
PBX Operator	\$12.60	\$11.34	\$12.79	\$11.51	\$12.98	\$11.68	\$13.18	\$11.86	\$13.37	\$12.04	\$13.57	\$12.22	\$13.78	\$12.40	\$13.98	\$12.59	\$14.19	\$12.77
Service Bartender	\$11.40	\$10.26	\$11.57	\$10.41	\$11.74	\$10.57	\$11.92	\$10.73	\$12.10	\$10.89	\$12.28	\$11.05	\$12.47	\$11.22	\$12.65	\$11.39	\$12.84	\$11.56
Bar Attendant	\$8.55	\$7.70	\$8.68	\$7.81	\$8.81	\$7.93	\$8.94	\$8.05	\$9.07	\$8.17	\$9.21	\$8.29	\$9.35	\$8.41	\$9.49	\$8.54	\$9.63	\$8.67
<b>Tipped Classifications 1</b>																		
Bell Attendant	\$4.76	4.76	\$4.86	\$4.76	\$4.86	\$4.76	\$4.96	\$4.76	\$4.96	\$4.76	\$5.06	\$4.76	\$5.06	\$4.76	\$5.16	\$4.76	\$5.16	\$4.76
Beverage Server	\$5.12	4.76	\$5.22	\$4.76	\$5.22	\$4.76	\$5.32	\$4.78	\$5.32	\$4.78	\$5.42	\$4.87	\$5.42	\$4.87	\$5.52	\$4.96	\$5.52	\$4.96
Restaurant Server	\$4.76	4.76	\$4.86	\$4.76	\$4.86	\$4.76	\$4.96	\$4.46	\$4.96	\$4.76	\$5.06	\$4.76	\$5.06	\$4.76	\$5.16	\$4.76	\$5.16	\$4.76
Room Service Server	\$5.16	4.76	\$5.26	\$4.73	\$5.26	\$4.76	\$5.36	\$4.82	\$5.36	\$4.82	\$5.46	\$4.91	\$5.46	\$4.91	\$5.56	\$5.00	\$5.56	\$5.00
Bartender	\$7.94	7.15	\$8.14	\$7.33	\$8.14	\$7.33	\$8.34	\$7.51	\$8.34	\$7.51	\$8.54	\$7.69	\$8.54	\$7.69	\$8.74	\$7.87	\$8.74	\$7.87
Banquet Bartender	\$5.36	4.83	\$5.46	\$4.91	\$5.46	\$4.91	\$5.56	\$5.00	\$5.56	\$5.00	\$5.66	\$5.09	\$5.66	\$5.09	\$5.76	\$5.18	\$5.76	\$5.18
Banquet Server	\$5.26	4.73	\$5.36	\$4.82	\$5.36	\$4.82	\$5.46	\$4.91	\$5.46	\$4.91	\$5.56	\$5.00	\$5.56	\$5.00	\$5.66	\$5.09	\$5.66	\$5.09
Coat Check	\$9.70	8.76	\$9.80	\$8.82	\$9.80	\$8.82	\$9.90	\$8.91	\$9.90	\$8.91	\$10.00	\$9.00	\$10.00	\$9.00	\$10.10	\$9.09	\$10.10	\$9.09

<sup>1</sup> All "tipped classifications" receive a ten cent (\$.10) per hour increase, (outlet bartenders receive twenty cents (\$0.20) per hour increase) each contract year beginning in Year Two (starting March 1, 2014) or the Colorado minimum wage increase for tipped employees, whichever is greater. As such, APPENDIX A may need to be adjusted. These increases apply to all employees, including those over the scale (these employees are red circled).

**Ratification Bonus**

Bargaining unit employees shall receive a ratification bonus within 30 days of ratification in the gross amount as detailed below. To be eligible employee must have completed one full year of service as of February 28, 2013 and be actively employed on the date of payment.

Group	Gross Amount
Full time – non tipped	\$700
Full time – tipped	\$350
Regular Part Time (not on call)	50% of full time

**Procedure**

Employees with less than twelve (12) months of service receive ninety percent (90%) of the contract rate. Upon achieving their one (1) year anniversary, employees would receive the contract rate in effect at that time. After their one (1) year anniversary date, an employee's hourly rate is increased in accordance with the contract rate.

**APPENDIX B – “9 HOUR GAP” WAIVER FORM  
PURSUANT TO SECTION 8.05**

I, \_\_\_\_\_, hereby request not to be scheduled or otherwise be required to work within nine (9) hours from the completion of my previous day’s work. I understand that this request may result in me not receiving work opportunities I might otherwise be entitled to by my seniority rights and furthermore that this request is irrevocable for a minimum of one hundred eighty (180) days. This request may be revoked in writing by me, but only in writing, 180 days.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

## APPENDIX C – SUPPLEMENTAL AGREEMENT

### UNITE HERE NATIONAL RETIREMENT FUND

This SUPPLEMENTAL AGREEMENT (the "Agreement") is made as of May 18, 2008, by and among Hyatt Regency Denver at the Colorado Convention Center (the "Employer"), UNITE HERE (the "Union"), and the UNITE HERE National Retirement Fund (the "Fund").

#### WITNESSETH:

WHEREAS, the Employer and the Union have heretofore executed a collective bargaining agreement with respect to the Employer (the "Collective Bargaining Agreement");

WHEREAS, as part of the consideration for the execution, renewal and/or extension of the Collective Bargaining Agreement by the Union, the Employer agreed to contribute sums of money to the Fund; and

WHEREAS, as part of the consideration for the execution, renewal and/or extension of the Collective Bargaining Agreement by the Union, the Employer agreed to enter into a supplemental agreement in the form of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree that the Collective Bargaining Agreement shall be supplemented as follows:

1. Participation; Trust Agreement.

a. Effective January 1, 2009, the Employer shall become a participating employer in the Fund (a "Participating Employer").

b. By participating in the Fund, the Employer shall be a party to the Agreement and Declaration of Trust of the UNITE HERE National Retirement Fund, as amended (the "Trust Agreement"), which established the Fund as a jointly-administered Union-Management trust fund to provide benefits (in accordance with a written pension plan incorporated herein by reference) for employees of Participating Employers. To the extent the terms and conditions of this Agreement are inconsistent with the terms and conditions set forth in the Trust Agreement, the terms and conditions of the Trust Agreement shall control.

2. Contributions; Employee Participation.

a. Commencing as set forth in the Collective Bargaining Agreement, on or before the tenth of each month, the Employer shall pay to the Fund, at the rate set forth in the Collective Bargaining Agreement, an amount per employee who is a member of the bargaining unit covered by the Collective Bargaining Agreement for each hour compensated for payroll weeks ending in the prior calendar month (the "Contributions"). The Employer shall be required to commence Contributions for new employees following 365 calendar days of employment.

b. The Contributions shall be payable to the "UNITE HERE National Retirement Fund" and shall be remitted to the office of the Fund.

c. The Employer shall furnish to the Fund with the Contributions (or upon request) such information and/or reports, in such form and manner as required by the Trustees of the Fund, which may include the names of the Employer's employees, their Social Security numbers, the hours worked by each employee (including employees not covered by the Fund's plan of benefits as the Trustees may reasonably require), paid hours, unpaid hours, vacation, sick leave and such other information as the Trustees may require in connection with the administration of the Fund (the "Contribution Reports").

d. The Employer further agrees to provide the Fund written notice within thirty (30) days after any of its employees participating in the Fund (i) dies, (ii) is terminated from employment, or (iii) otherwise ceases to be eligible to participate in the Fund.

### 3. Collection by the Fund.

a. In addition to any remedies to which the Union or the Fund may be entitled, if the Employer (i) is in default in its Contributions for one (1) or more months, (ii) is delinquent in submitting a Contribution Report and/or submits an inadequate Contributions Report to the Fund for one (1) or more months, (iii) refuses to permit the Fund to conduct an audit, and/or (iv) is shown by an audit to owe Contributions and/or Contribution Reports to the Fund; the Trustees of the Fund or the Fund Administrator may commence against the Employer, or any other individual or entity that may be liable to the Fund for the Contributions, an action in court or an arbitration (in accordance with Paragraph 4 herein).

b. In the event the Fund commences against the Employer (or other individual or entity) an action in court or an arbitration as set forth in Paragraph 3(a), the Employer (or other individual or entity) shall be liable to the Fund for all costs incurred by the Fund in such action in court or arbitration, including arbitration fees, interest, auditors' fees, attorneys' fees and costs, court costs (including filing fees and service of process costs), incurred by the Fund in the collection of the Employer's Contributions or other payments. The Employer (or other individual or entity) shall also be liable to the Fund for: interest at the rate of one percent (1%) per month or part thereof (or at such other rate as the Trustees may from time to time determine), and liquidated damages at an amount equal to the greater of interest on the delinquent Contributions or twenty percent (20%) of the delinquent Contributions.

c. In the event this Agreement is terminated or the Trustees of the Fund determine, in their sole discretion, that the Employer has withdrawn from the Fund pursuant to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Fund may invoke the procedures provided in the Trust Agreement and ERISA for the assessment and collection of withdrawal liability.

### 4. Arbitration.

a. Any controversy, claim, complaint, grievance or dispute arising out of or relating to the provisions of this Agreement or the interpretation, breach, repudiation application or performance thereof may be submitted by the Fund (at the discretion of the Fund's Trustees or the Fund Administrator) or the Employer to final and binding arbitration in a proceeding in New York City, New York. Dr. Phillip Ross, or his designee, is designated as the arbitrator under this Agreement. In the event of the unavailability of Dr. Phillip Ross, or his designee, a successor arbitrator shall be appointed in writing by the Employer and the Fund. In the event they cannot agree



upon a successor, the arbitrator shall be appointed forthwith by the American Arbitration Association upon application of the Fund or the Employer.

b. Arbitration under this Paragraph 4 shall be conducted in accordance with the Multi-employer Pension Plan Arbitration (MEPPA) Rules for Withdrawal Liability Disputes of the American Arbitration Association. The arbitrator's award shall be final and binding upon the parties hereto, and judgment upon the award may be entered in any court of competent jurisdiction in any state of the United States or country or application may be made to such court for a judicial acceptance of the award and an enforcement as the law of such jurisdiction may require or allow. Each party shall bear its own cost, including attorneys' fees, of the arbitration. Nothing contained herein shall be deemed to prohibit the arbitrator from awarding interest to the prevailing party if the arbitrator deems it to be justified and appropriate.

IN WITNESS HEREOF, the parties hereto have caused this Supplemental Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**[Employer Name]**  
**[Employer Address]**

**UNITE HERE**

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

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

**UNITE HERE National Retirement Fund**

By: UNITE HERE Fund Administrators,  
Inc., the Fund's Administrator

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

**LETTER OF AGREEMENT PURSUANT TO SECTION 2.01**

A. Hyatt shall limit the contracted Room Attendant hours to the following percentages of all Room Attendant annual hours:

<u>Period</u>	<u>Annual Percentage Limitation of all Room Attendant Hours Utilized</u>
3/1/13 – 02/28/18	10%

B) In addition, contracted labor performing bargaining unit work (except as restricted in subparagraph (A) above) shall not exceed the annual percentage of the total hours worked and utilized by each department in each year as follows:

<b>3/1/13-02/28/18</b>	<b>Percentage of total annual department hours by contracted labor</b>
Laundry*	6
Banquets**	5.5
Stewarding	7.3
Convention Services	2.4
Restaurant	.6

\*In the event Hyatt experiences difficulty in meeting this annual limitation, Hyatt shall meet with the Union during the year to discuss means of achieving this limitation. If the limitation is still not being met, an appropriate adjust shall be made.

\*\*Contracted labor shall not include on call banquet employees.

Hyatt shall provide the union with quarterly reports for each of the above departments showing year-to-date the amount of contracted labor utilized as a percentage of the total hours worked for that department.