

K9836

COLLECTIVE BARGAINING AGREEMENT

by and between

Aimbridge Employee Service Corp. d/b/a  
Doubletree by Hilton Hotel at the Entrance to Universal Orlando  
and  
UNITE HERE Local 737

January 25, 2017 through January 24, 2021

**TABLE OF CONTENTS**

Article I Union Representation and Membership.....	1
Article II Compensation .....	5
Article III Hours and Overtime .....	7
Article IV Reporting for Work, Management Rights, Lay-Offs, Etc.....	9
Article V Holidays.....	10
Article VI Leave .....	11
Article VII Meals.....	15
Article VIII Uniforms.....	15
Article IX Dressing Rooms and Other Requirements For the Convenience of the Associates.....	16
Article X Servers, Bus Associates and Bartenders.....	16
Article XI Seniority .....	17
Article XII Miscellaneous .....	18
Article XIII Benefits.....	20
Article XIV Pension Fund .....	21
Article XV Discipline and Discharge.....	22
Article XVI Grievance and Arbitration Procedure.....	23
Article XVII No Strike Provision.....	24
Article XVIII Immigrant Protection.....	24
Article XIX Workplace Dignity and Provision of Supplies.....	25
Article XX Savings Provision .....	26
Article XXI Successors and Assigns .....	26
Article XXII Complete Agreement/Past Practices .....	26
Article XXIII Term of Agreement.....	27

**TABLE OF CONTENTS**

Appendix "A" - Minimum Base Hourly Wage Rates .....28

Side Letter No. 1 Between UNITE HERE and Doubletree Orlando Universal .....29

Side Letter No. 2 Between UNITE HERE and Doubletree Orlando Universal .....30

## **A G R E E M E N T**

This Agreement, made and entered into as of the 25th day of January 2017, by and between Aimbridge Employee Service Corp. d/b/a Doubletree by Hilton Hotel at the Entrance to Universal Orlando, located at 5780 Major Boulevard, Orlando, Florida, 32819 ("Hotel"), hereinafter referred to as the "Employer," and UNITE HERE Local 737, acting as bargaining representative for the Associates in the unit herein defined, hereinafter referred to as the "Union."

### **WITNESSETH:**

That for the purpose of mutual understanding, and in order that a harmonious relationship may exist between the Employer and the Associates in the unit herein defined, and to the end that continuous and efficient service may be rendered by both parties, and for the mutual benefit of both, it is hereby agreed that:

### **Article I Union Representation and Membership**

#### **1.1 Scope of Unit:**

The Employer recognizes the Union as the exclusive bargaining representative in the matter of rates of pay, hours of work, and other conditions of employment as set forth in this Agreement for all full-time and regular part-time Associates in the job classifications listed in Appendix A.

The parties agree that this Agreement shall not apply to any other Associates or employees, contract employees obtained from an agency, office and clerical Associates, sales Associates, professionals, supervisors, managers and guards/watchmen, as defined in the National Labor Relations Act.

#### **1.2 Gender:**

Whenever in this Agreement the masculine gender is used it shall be deemed to include the feminine gender.

#### **1.3 Bargaining Unit Reports and New Hires:**

(a) The Employer may hire new Associates from any source.

(b) The Employer will provide the Associates' names, home address and telephone number(s), and classifications to the Union at its office within fourteen (14) days of new or additional Associates hired into the bargaining unit. The Employer agrees that new hire information will be transmitted to the Union in an electronic format which is compatible with the Union's information systems (e.g., Microsoft Excel) except where such information is not reasonably available in an electronic format or where such transmittal is technologically

infeasible or unreasonably costly. In such circumstances, the Employer and the Union shall agree to an alternative form of providing such information.

(c) New Associates are required to complete a ninety (90) calendar day probationary period to invoke the rights and privileges set forth in this Agreement. The Employer may extend this ninety (90) calendar day period an additional thirty (30) calendar days by mutual agreement with the Union. Such Associates shall be accepted as members in good standing upon payment of the customary initiation fees and current dues or other financial obligations of an Associate holding a position within the bargaining unit, consistent with applicable law. During and at the end of the initial or extended probationary period, the Employer may discharge any such probationary Associate in its discretion and such discharge shall not be subject to the grievance or arbitration provisions of this Agreement.

New hires shall meet with a Union steward or representative within ten (10) days of their start date for purposes of Union orientation. Such meetings shall last up to fifteen (15) minutes and shall be considered work time. However, such meetings shall not interfere with the performance of work or operations.

(d) The Employer agrees to provide an electronic copy in Excel format of a bargaining unit list on a monthly basis including each Associate's full name, phone number, rate of pay, address, membership status, date of hire, department, classification, status (full-time/part-time) and e-mail address if available to the Employer. The list of bargaining unit Associates which the Employer provides pursuant to this Section will include Associates' social security numbers provided the Union maintains a secure and encrypted system, subject to the Employer's review and approval, for the transmission and maintenance of this information which may be accessed only by the Union. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits or other forms of liability arising out of the Employer's provision of information pursuant to this Section.

#### **1.4 Bargaining Unit Work:**

It is recognized that managerial and supervisory Associates are not covered by this Agreement and shall not as a rule perform bargaining unit work; however, they may perform such in accordance with current practice (as set forth in Side Letter No. 2) including in connection with absenteeism and emergencies.

#### **1.5 Deductions:**

(a) **Union Dues Check Off:** The Employer agrees to withhold from their wages on each payroll period uniform weekly membership dues for each Associate who voluntarily signs and submits a dues authorization card. The Employer shall forward such dues to the financial secretary or other property designated official of the Union on a monthly basis. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues, fees, or assessments from Associates' pay and the payment of such money to the Union. The Employer shall forward an electronic dues check-off report in Excel format which lists the Associate's name, number, and the amount of the deduction to the Union using the Union's FTP site. The list of bargaining unit

Associates which the Employer provides pursuant to this Section will include Associates' social security numbers provided the Union maintains a secure and encrypted system, subject to the Employer's review and approval, for the transmission and maintenance of this information which may be accessed only by the Union.

(b) **Political Action Check Off ("PAC"):** The Employer shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified for each payroll period or other designated period worked from the wages of those Associates who voluntarily authorize such contribution at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE 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 Associate his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Employer's costs of administration of this PAC deduction have been taken into account by the parties in their negotiations of the Agreement and have been incorporated in the economic provisions of this Agreement. The Employer shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for PAC and payment of such money to the Union.

**1.6 Equal Employment Policies:** In accordance with applicable Federal and State Laws, it shall be the policy of the parties to provide equal employment opportunities, including promotions, to all qualified workers, irrespective of race, color, creed, sex, national origin, age, disability, union activity, sexual preference, or any other category protected by applicable laws. Further, the Parties acknowledge that the Employer may take actions necessary to comply with the requirements of the Americans with Disabilities Act and such actions shall not be considered a violation of this Agreement.

**1.7 Individual Agreements:** The Employer shall not enter into an agreement with any Associate covered by this Agreement the terms of which conflict with any of the terms of this Agreement.

**1.8 Shop Stewards:**

(a) The Union shall designate at least one (1) shop steward and one (1) alternate shop steward from each major department. The parties agree that the major departments include, housekeeping, front desk, banquets, outlets/room service, maintenance and culinary. The duties of Shop Stewards include, but are not limited to, investigation of potential contract violations or grievances, collection of information relevant to potential contract violations or grievances, interviewing Union witnesses, representation of grievants, and grievance processing and resolution. In the interest of carrying out this Agreement for the mutual benefit of both parties, there shall be no discrimination or intimidation against Shop Stewards in the performance of their duties in this capacity.

(b) The Union shall notify the Employer in writing of the names and departments of the shop stewards and alternate shop stewards.

(c) Any meeting called or scheduled by the Employer in which a Shop Steward is requested or required to attend (including but not limited to meetings or interviews involving the discipline or grievance of a member of the bargaining unit) shall take place on paid time.

(d) Shop Stewards may perform their duties on behalf of the Union on the premises of the Employer during non-working or off-duty time, provided that they do not interfere with the work of bargaining unit Associates who are on duty. Shop Stewards who enter the establishment outside of their regularly-scheduled work hours shall, upon entering, notify the Hotel at a place designated by the Employer and shall follow the Hotel's entry process. Shop stewards shall be permitted to all public areas of the Hotel necessary for the processing of a grievance, provided the General Manager has been advised in advance of the areas to be accessed and the purpose of such access. Where necessary, the shop steward shall be accompanied by a member of management.

(e) The Employer will not discriminate against a Shop Steward in the proper performance of his Union duties provided that such duties do not unreasonably interfere with his regular work or with the work of other Associates and provided further that he shall not leave his work station without first notifying and obtaining the permission of the appropriate supervisor as to his intent, the reason therefore, where he can be reached and the estimated length of time he will be gone. Such permission shall not be unreasonably denied.

**1.9 Union Visitation:** The Employer agrees to admit Union representatives to the establishment at all reasonable times, but not in public or private dining rooms while meals are being served or in kitchens or Hotel floors without prior knowledge and approval from the General Manager or their designated representative for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto and assist in adjusting grievances. The General Manager shall not unreasonably deny the Union access to the property. It is understood that Union representatives' visitation shall in no way interfere with the operation of the facility.

**1.10 Bulletin Boards:** The Employer shall make space available on a bulletin board for Union notices. Said notices shall not contain any inflammatory materials or statements derogatory to the Employer.

**1.11 Union Buttons:** Associates shall be permitted to wear a UNITE-HERE union button that is no larger than one and one-half inches on their uniforms.

**1.12 Personnel Files:** Each Associate shall have the right to review materials in the Associate's personnel file, excluding documents related to the hiring process (such as reference materials) or confidential communications between managers and/or supervisors, after providing reasonable advance notice to the Employer's Human Resources Department.

**Article II  
Compensation**

**2.1 Minimum Wage Rates:** The minimum base hourly wage rates for full-time and regular part-time Associates are set forth in Appendix "A," attached hereto and made a part hereof. The Employer has the right to pay Associates base hourly wage rates which are higher than those listed in Appendix A. For purposes of this Agreement, "base hourly rate" or "base hourly wage rate" means the wage rate assigned to the position excluding overtime and any premium pay.

**2.2 Wage Increases:**

(a) Non-Tipped Associates

Hourly paid non-tipped Associates covered by this Agreement shall receive the greater of the following hourly increases to their base hourly rate of pay or the minimum wage rate set forth on Appendix A:

Ratification	\$0.25
July 25, 2017	\$0.25
January 25, 2018	\$0.50
January 25, 2019	\$0.50
January 25, 2020	\$0.50

(b) Bussers

Bussers covered by this Agreement shall receive the following increases in their base hourly rate of pay:

Ratification	\$0.10
January 25, 2018	\$0.10
January 25, 2019	\$0.10
January 25, 2020	\$0.10

(c) Outlet and Room Service Servers and Bartenders (excluding Starbucks and Deli)

Outlet and room service servers and bartenders shall receive increases in their base hourly rate equivalent to the increases in the Florida tipped minimum wage rate.

Outlet and room service servers and bartenders shall continue to receive sixteen percent (16%) gratuity included on all checks throughout the duration of this Agreement.

(d) Banquet Setup Associates

Banquet setup associates shall receive the following increase on their base hourly rate of pay:

Ratification	\$0.10
January 25, 2018	\$0.10

January 25, 2019	\$0.10
January 25, 2020	\$0.10

The parties agree that the Employer will continue to distribute banquet service charges to the banquet associates consistent with current practice as provided to the Union. Banquet Servers shall continue to receive the percentage share of the service charge in effect on the effective date of this Agreement (that is, 65.44% on food and 62% on beverages) for the duration of this Agreement, including if the Employer increases the service charge percentage charged to guests.

It is understood, however, that Associates will not receive a portion of other charges imposed on banquet clients (e.g., room rental fees, audio visual charges, etc.).

(e) Housekeeping

Housekeepers shall normally be assigned no more than sixteen (16) rooms in a regular eight (8) hour workday at any time during the life of this Agreement.

Housekeepers electing or who are assigned to clean rooms in excess of sixteen (16) during their regular shift shall be paid \$5.00 per room in addition to their base hourly rate of pay.

Penthouse rooms (room numbers 1801, 1803, 1926 and 1928) will count as three (3) rooms toward the sixteen (16) room quota.

Suites (that is, a parlor and bedroom sold together) on the seventeenth (17th) floor shall count as two (2) rooms toward the sixteen (16) room quota.

The Employer normally will maintain regular sections for the more senior room attendants. When a section becomes vacant or a new one is created, room attendants shall be given preference for assignment to the section based on seniority within the classification. The Employer may adjust sections or assign a room attendant to work outside the room attendant's regular section based on business needs, including that there are insufficient rooms to be cleaned in the section and the amount of traveling between floors which otherwise would be necessary.

**2.3 Payday Procedures:**

(a) All Associates shall be paid bi-weekly. The Employer shall offer to all Associates direct deposit or debit card transfer of all pay. If paychecks are provided, they shall be presented to the Associates in sealed envelopes or stapled so as to assure privacy.

(b) Pay discrepancies promptly brought to the Employer's attention shall be rectified within forty-eight (48) hours, except during holidays and weekends, if the discrepancy is Fifty Dollars (\$50.00) or more. Otherwise, pay discrepancies will be corrected in the Associates' next

paycheck, except where the Employer has a good faith doubt regarding the validity of the claimed discrepancy.

(c) Associate paycheck stubs shall reflect the amounts paid to the Associate for (i) straight-time and overtime pay hours; (ii) vacation, holiday, or sick pay; and (iii) special payments except where the inclusion of such information on the pay stub is technologically infeasible or unreasonably costly.

(d) Upon request of the Associate, the Employer shall provide an Associate with a listing of his earned time off balances, such as vacation and sick leave.

**2.4 Layoff and Termination Pay:** Associates who are laid off or who are terminated by the Employer shall be paid by the next paycheck date following such layoffs or the termination of such services.

**2.5 Banquet Information:** Upon reasonable request to the Employer's Director of Finance, the Employer will provide the Union with Banquet Event Orders with client information redacted so the Union can review the portion of the service charge which is paid to banquet servers.

**2.6 "No Reduction Clause":** It is agreed by the parties hereto that no Associate who may be receiving a higher rate of pay than provided in Appendix A shall suffer a reduction in pay as a result of this Agreement.

**2.7 Payroll Recordation and Reporting:** The Employer shall maintain time recordation and payroll records in accordance with state and federal law, and shall, upon request of the Union and in accordance with applicable law, transmit this information to the Union within a reasonable time.

### **Article III Hours and Overtime**

**3.1 Full-time Status:** Associates shall be deemed full-time if they are regularly paid for thirty (30) or more hours per week. Associates failing to be paid at least thirty (30) hours or more per week when averaged over a two (2) consecutive calendar quarter period shall be reclassified as part-time Associates. If an Associate's classification is reduced from full-time to part-time, after one quarter of having been paid an average of thirty (30) or more hours per week, such Associates may be reclassified as full-time. Associates covered under this Agreement must maintain full-time status to be eligible for paid vacation, holiday, sick days and insurance benefits.

**Part-time Status:** Associates shall be deemed regular part-time if they are regularly paid twenty (20) or more hours per week but less than thirty (30) hours per week. Part-time Associates are not eligible for the paid benefits provided in this Agreement, unless otherwise specified.

**Regular Workweek:** Forty (40) hours divided into five (5) days of eight (8) hours of work per day shall constitute the normal workweek. The Employer has the right to change hours

of work but in the event it establishes a ten (10) hour shift, the Employer will meet with the Union to negotiate terms and conditions attendant to such changes. The workweek will commence on 12:01 a.m. Sunday and end at 12:00 midnight Saturday. This workweek is not applicable to Banquet Workers. The Employer reserves the right to change the workweek. In no event shall this be interpreted as a guarantee of forty (40) hours per week or eight (8) hours per day.

**3.2 Days Off:** Each Associate shall have two (2) days off (consecutive whenever possible and consistent with operational staffing needs) or as mutually agreed to by the Employer and the Associate.

**3.3 Overtime Pay Standards:** All work performed in excess of forty (40) hours in any workweek, shall be compensated for at the rate of time and one-half the Associate's regular rate of pay as defined by the Fair Labor Standards Act (except for Associates with Section 7(i) exemption).

**3.4 Work Schedule Posting:** A list designating the work schedule and days off for each Associate or group of Associates shall be posted in a conspicuous place no later than 12:00 noon on Thursday.

**3.5 Authorization For Overtime Pay:** No Associate shall be permitted to work overtime unless such overtime has been authorized in advance by a manager or supervisor. However, overtime must be paid when authorized or done with the knowledge, actual or constructive, of any manager or supervisor (except for Associates with Section 7(i) exemption).

**3.6 Overtime:** Associates shall be required to work a reasonable amount of overtime. Advance notice shall be given of overtime if possible. However, no Associate may be required to work if they have sufficiently documented in advance their inability to work scheduled overtime, which management has approved; or, if they are excused by the Employer from working overtime for which they received notice on the day it is scheduled. Overtime shall first be offered on a voluntary basis by seniority when feasible. In the event this process does not fill the overtime requirement, overtime shall be filled by assigning Associates on the basis of inverse seniority.

An associate who works more than eight (8) hours in a day (except in those areas which are scheduled to work ten (10) hour shifts, in which case more than ten (10) hours in a day), will not be required to have his/her schedule reduced for the remaining days in the same workweek solely for the purpose of avoiding the payment of overtime compensation. The associate's manager may give the associate the option of reducing his/her schedule later in the same workweek.

**3.7 Breaks:** Associates shall be provided with one (1) fifteen (15) minute paid break in a shift lasting four (4) hours or more scheduled by management in accordance with business demands.

**Article IV**  
**Reporting for Work, Management Rights, Lay-Offs, Etc.**

**4.1 Reporting Pay:**

(a) Notice that the services of an Associate will not be required on any given date shall be given to said Associate prior to the termination of their shift on the preceding day, if possible, but in no event later than two (2) hours prior to the commencement of their scheduled shift.

(b) An Associate who reports for work at the request of the Employer, fit, willing and able to work and is not put to work shall receive four (4) hours pay covering the shift for which he reported. If work is provided, Associates must perform the assigned work, which shall be in accordance with their skills and ability to perform such work.

**4.2 Working in Higher-Paid Classifications:** The current "second code" system (which applies when an Associate works in another job classification for one hour or more) will continue in effect and will include the adjustment of pay rates for "second" jobs when general base hourly rate of pay increases are implemented.

**4.3 Management Rights Clause:**

(a) All management rights, powers, authority and functions whether heretofore or hereafter exercised and regardless of the frequency or infrequency of the exercise shall remain vested exclusively in the Employer except as otherwise limited by this Agreement. It is expressly recognized that such rights, power, authority and functions include, but are not limited to: the full and exclusive control, management and operations of the Employer's business and its facilities, the determination of the scope of its activities and the methods pertaining thereto, the location of its operations, the materials and products to be acquired or utilized, and the material and equipment to be utilized, and the layout thereof; the right to establish or change shifts, schedules of work and reasonable production schedules and standards; the right to establish, change, eliminate jobs, positions, job classifications and descriptions; the right to introduce reasonable new or improved procedures, methods, processes, facilities, materials and equipment; the right to maintain order and efficiency; the right to subcontract work contracted out at the execution of this Agreement, the right to subcontract out in the future work for which the Employer does not have the proper equipment or Associates with the requisite skills to perform the work; the determination of the number, size and location of its facilities, and the extent to which the means and manner by which its facilities, or any part thereof, shall be operated, relocated, shutdown or abandoned; the right to terminate, merge, consolidate, sell or otherwise transfer its business or any part thereof; the right to make, modify, eliminate and enforce reasonable safety and security rules and rules of conduct (except the attendance and substance abuse policies which have been established by mutual agreement between the parties and are incorporated by reference herein); the determination of the number of Associates to be employed in the bargaining unit and the number assigned to any particular operation; the right to determine job assignments; the right to change, increase or reduce the workforce, and the direction of the working forces, including but not limited to hiring, selecting and training of new Associates and the suspending, scheduling

assigning, discharging, laying off, recalling, promoting and transferring of its Associates except as otherwise limited by this Agreement.

(b) It is the intention of the Employer and the Union that the rights, powers, authority and functions referred to herein shall remain exclusively vested in the Employer except insofar as specifically surrendered or limited by express provisions of this Agreement.

(c) The Employer requires Associates to observe Employer rules and regulations as are presently in effect, or which may be established, changed, or modified from time to time. The Union has the right to grieve the application and reasonableness of such rules and regulations. The Employer shall provide a copy of new or changed rules or regulations to the Union prior to implementation.

**4.4 Notice of Layoffs:** The Employer shall provide Associates with advanced notice of any necessary layoffs.

**Article V  
Holidays**

**5.1 Eligibility:**

Full-time Associates who have completed their probationary period are eligible for Holiday Pay on the following holidays:

New Year's Day	Labor Day	Memorial Day
Thanksgiving Day	Independence Day	Christmas Day

Since the Hotel never closes, an Associate may be required to work on a holiday. If an Associate is scheduled to work the full day before and/or the full day after the holiday, except for excused absence granted by the Employer, the Associate must work as scheduled in order to receive holiday pay.

To be eligible for holiday pay, Associates must have averaged at least thirty (30) paid hours per week (or six (6) paid hours per day based on a five (5) day work week) over the twelve (12) weeks preceding the week in which the holiday occurs. Eligible Associates not scheduled to work the holiday will be paid eight (8) hours of holiday pay at the Associate's base hourly rate of pay. Those scheduled to work on a holiday will receive the holiday pay described above plus their base hourly rate of pay for all hours worked on the holiday. Those scheduled to work on a holiday who call off for that scheduled shift will not receive holiday pay. Associates cannot receive vacation, sick leave, or holiday pay simultaneously for the same day(s).

Full-time associates eligible for the above-referenced paid holidays that are normally paid at the tipped wage rate will be paid holiday pay at the Florida or federal minimum wage rate, whichever is greater.

**Article VI**  
**Leave**

**6.1 Vacation:**

Paid vacation time is provided for a full-time Associate's use after one year of continuous employment. Vacation time is accumulated based on the Associate's actual paid hours during the previous anniversary year (the period from the Associate's anniversary date in one year to the anniversary date in the current year), and is earned upon the Associate's anniversary date in the current year, subject to minimum accrual balances determined from a 12-month look-back. The minimum accrual balance is based on averaging full-time hours over the course of the anniversary year. If the minimum accrual balance is not met (signifying full-time status has not been averaged through the anniversary year), no vacation is earned.

The rate of accrual is based on the house seniority of the Associate, and is outlined below together with the minimum and maximum accrual balances. The Years of Service may equate to continuous years of employment with the property, or may be years of house seniority recognized at the time of a property acquisition.

<b>Seniority</b>	<b>Maximum Accrual</b>	<b>Minimum Accrual</b>
1st Year of Service	48 hours (6 days)	36 hours
2nd through 4th Years of Service	88 hours (11 days)	66 hours
5th through 9th Years of Service	128 hours (16 days)	96 hours
10 or more Years of Service	160 hours (20 days)	120 hours

Vacation time cannot be taken until it is earned. Up to (40) forty hours of vacation time can be carried forward from one anniversary year to the next.

Associates should discuss any vacation requests with their supervisor well in advance of the actual dates. The Employer will attempt to schedule vacations at a time mutually convenient for the Associate and the Employer, but the Employer reserves the right to schedule vacations in accordance with operational needs. All vacation requests must be made in writing at least two (2) weeks in advance of the requested date. If the Employer receives multiple vacation requests from Associates of the same department for the same period and the Employer is unable to accommodate such requests, the Employer shall grant vacation requests based upon house seniority, among those Associates requesting vacation for the same period. Associates are responsible for assuring that they take their earned vacation each year. If the Associate does not schedule his/her vacation in a timely manner (before four weeks prior to the end of his/her anniversary year), the Employer may schedule time for the Associate to use their vacation.

Should an Associate leave the Employer, he/she will be paid for any earned vacation time that has not yet been taken. Associates failing to provide at least two (2) weeks advance notice of resignation of employment shall forfeit all earned unused vacation time, unless prohibited by

state law. Further, if an Associate is terminated for cause, all vacation time earned and not taken is forfeited, unless prohibited by state law.

Vacation time may not be taken for increments of less than half a day.

An Associate cannot receive vacation, sick leave, or holiday pay simultaneously for the same day(s). Should a paid holiday fall during an Associate's vacation, he/she may receive holiday pay for that day. However, the Associate cannot be paid for holiday pay and vacation pay simultaneously.

Vacation hours will be computed based upon the hours worked each pay period and the full-time Associate's length of service. While vacation hours are computed each pay period, the vacation hours are not earned until an Associate reaches his/her anniversary date of employment.

Vacation pay is compensated based upon the Associate's base hourly rate at the time that the vacation is taken. However, full-time Associates eligible for vacation benefits that are normally paid at the tipped wage rate will be paid for vacation time taken at the Florida or federal minimum wage rate, whichever is greater.

**6.2 Leaves to Union Officers:** The Employer shall grant a leave of absence without pay and benefits to an officer, business agent or organizer of the Union or of a local Union affiliated with this Union for a period of one term of office or three (3) years, or to a delegate to a Union Convention for a period of one week, or such longer periods as may be mutually agreed upon by the parties. Such leaves of absence and any other leaves of absence to which the Employer and Associate mutually agree, shall be in writing and executed by the Employer and Associate. Associates on an approved leave of absence pursuant to this Article shall continue to accrue seniority while on a leave of absence, up to a maximum of six (6) weeks. Associates on an approved leave of absence extending beyond six (6) weeks shall maintain their seniority but shall not continue to accrue during the period of the leave of absence beyond the initial six (6) weeks. In the event of any leave of thirty-one (31) days or more, the Associate shall only be entitled to a job vacancy available at the time of his/her return, unless otherwise agreed to.

While an Associate is on personal leave, the Employer will maintain its contributions to the Associate's health insurance plan for a maximum of thirty-one (31) days, provided the Associate is enrolled in one of the Employer's health care plans at the time the request is made. Should the leave of absence extend beyond thirty-one (31) days and continued coverage is desired, the Union is required to reimburse the Employer for the full cost of continuing such health benefits. All such leaves shall be granted in accordance with the requirements of the business and such requests shall not be unreasonably denied.

**6.3 Jury Duty and Witness Duty:**

(a) Full-time Associates that have completed their ninety (90)-day probationary period and who are summoned and reports for jury duty, as prescribed by applicable law, and who provides the Employer with documentation showing that he has served, shall be compensated by the Employer in an amount equal to the difference between the Associate's base rate of pay and that jury duty fee paid by the court for each day on which he performs jury duty. Jury duty leave pay is limited to a maximum of eight (8) hours per day and one hundred twenty

(120) hours per calendar year, and on which he otherwise would have been scheduled to work for the Employer. Full-time Associates eligible for jury duty that are normally paid at the tipped wage rate will be paid for time taken at the Florida or federal minimum wage rate, whichever is greater.

(b) An Associate notified the day prior to his scheduled day of jury service that he will not be required to report for jury duty shall report for work the following day, if he is scheduled to work on that day.

(c) Associates released from jury service early in the day shall immediately call his/her supervisor to determine whether he/she must report to work.

#### **6.4 Funeral Leave:**

(a) For purposes of this Article, "funeral" is understood to mean a remembrance or memorial service as well as an actual funeral, where the memorial service or remembrance is held within ninety (90) days following the death of the relative or otherwise as agreed by the parties.

(b) Full-time Associates who have completed ninety (90) days of employment shall be entitled to three (3) days (eight (8) hours a day at their base hourly wage rate) leave with pay for the purpose of attending the funeral of an immediate family member. However, full-time associates eligible for paid funeral leave that are normally paid at the tipped wage rate will be paid funeral leave at the Florida or federal minimum wage rate, whichever is greater.

(c) For purposes of this Article, "immediate family" shall include, spouse, domestic partner, parent, grandmother, grandfather, child, brother, sister, or the parents of a spouse or domestic partner. Eligible Associates must present proof of death to receive the paid benefits provided for herein. Proof of death may include, a copy of the obituary, a mass card, a notice of the memorial service, etc.

(d) Associates who require more than three (3) days to attend the funeral of a spouse, domestic partner, parent, grandmother, grandfather, child, brother, sister, or the parents of a spouse or domestic partner because the funeral entails either substantial travel time or extended time for completing funeral arrangements may apply earned but unused vacation for funeral leave. Associates shall, prior to departing on funeral leave, complete leave forms specifying the dates of the funeral leave and date on which the Associate will report back to work, and the Associate will be expected to report back on said date, or at the conclusion of three (3) days, unless a bona fide emergency or other similar unforeseeable event prevents his return on said date.

#### **6.5 Voting Time:**

The Employer encourages all Associates to exercise their right to vote in local, state and national elections and to vote for candidates and issues of their personal choice.

Associates should make every effort to vote without affecting their ability to work as assigned. These efforts should include:

- Voting before or after an assigned shift
- Requesting an absentee ballot
- Voting via the internet, if available

If an Associate is unable to vote using these methods, the department manager may grant a reasonable amount of paid time off for voting, not to exceed two (2) hours at the Associate's base hourly rate of pay or at the greater of the Florida or federal minimum wage rate for Associates normally paid at the tipped wage rate. However, paid time shall only be granted if the polls are not open prior to and following the Associates' shift.

#### **6.6 Personal Leave:**

After one (1) year of continuous full-time employment, a full-time Associate who finds it necessary to be absent from work for an extended period of time due to compelling circumstances may be eligible for one (1) unpaid personal leave of absence of a maximum of thirty-one (31) days within any twelve (12) month period. This includes Associates who do not qualify for leave of absence under the Family and Medical Leave Act ("FMLA"). It is within the Employer's discretion whether to grant or deny a request for personal leave of absence based upon operational needs.

While the Associate is on personal leave, the Employer will maintain its contributions to the Associate's health insurance plan for a maximum of thirty-one (31) days, provided the Associate is enrolled in one of the Employer's health care plans at the time the request is made. The Associate will be required to continue making his/her contributions to the health insurance under the same terms in as active Associates.

Personal leaves of absence must be requested in writing.

Failure to return to work after an approved personal leave of absence expires will subject the Associate to immediate termination.

#### **6.7 Sick Leave:**

(a) **Eligibility and Maximum Accumulated:** Paid sick leave is provided for a full-time Associate's use in the event of illness or for doctor's appointments for the Associate or a dependent child. Associates must notify management of such appointments in advance of the weekly schedule posting, except in emergencies. Whenever possible, an Associate must call his/her supervisor no less than two (2) hours prior to the start of the scheduled shift for an unscheduled absence. Sick leave is accumulated at a rate of .01923 hours for each of the Associate's paid hours during the Associate's anniversary year and is earned upon the Associate's anniversary date, provided the Associate has accrued the minimum accrual balance of thirty (30) hours of sick leave. The minimum accrual balance is based on averaging full-time hours (thirty (30) paid hours per week) over the course of the anniversary year. After one year of continuous full-time employment, full-time Associates may earn up to a maximum of forty (40) hours (5 days) of sick leave per anniversary year.

(b) Sick leave cannot be taken until it is earned. Unless taken in conjunction with intermittent FMLA leave, sick leave may not be taken for increments of less than half a day. Sick leave will not be paid in lieu of time off, nor upon termination.

(c) Up to forty (40) hours of sick leave can be carried forward from one anniversary year to the next, for a potential total earned balance of eighty (80) hours.

(d) An Associate cannot receive vacation, sick leave, or holiday pay simultaneously for the same day(s). Associates on an FMLA leave of absence are required to utilize all earned sick and vacation time concurrent with such leave.

(e) Full-time Associates who have completed ninety (90) days of employment shall be paid at their base hourly rate for sick days taken. However, full-time Associates eligible for paid sick leave that are normally paid at the tipped wage rate will be paid sick leave at the Florida or federal minimum wage rate, whichever is greater.

#### **Article VII Meals**

**7.1 Cafeteria Meals:** Associates shall be charged one dollar (\$1.00) per meal.

**7.2 Meal Breaks:** The Employer shall grant Associates an unpaid thirty (30) minute meal break after four (4) hours of work and before the beginning of the seventh (7th) hour of work except where urgent guest service needs or unusual operational demands preclude the Employer from doing so. Meal periods shall be personal, non-working time and Associates shall not be required to remain on premises during meal periods. However, third shift maintenance Associates (Engineers) are not permitted to leave the premises during meal periods. The Employer shall use its best efforts not to interfere with or disturb an Associate's meal period (through direct personal contact, telephone, electronic or radio page, or other method). Maintenance Associates are required, if necessary, to work until relieved or until emergency work is completed. This provision is not applicable in the case of banquet servers and bartenders working functions.

#### **Article VIII Uniforms**

**8.1 Uniform Entitlement:** Upon hire, Associates will be provided with two (2) sets of their required uniform. Thereafter, Associates will be provided replacement uniforms upon request and where approved by management. Associates are responsible to maintain their uniforms. Associates are required to purchase their own footwear. Associates will be permitted to purchase footwear through a company recommended by the Employer and shall be permitted to make installment payments through payroll deductions for such footwear.

**8.2 Name, Picture ID and Parking Tags:** Upon hire, Associates will be provided with a parking tag and name tag, which must be worn at all times per the brand or Hotel standard. Name tags damaged through normal wear and tear shall be replaced at no charge. One replacement name tag will be provided at no cost if a name tag is lost. Additional lost name tags will be

replaced at the Associate's expense at the cost of three dollars (\$3.00) per tag. Parking tags will be replaced at the Associate's own expense at the cost of ten dollars (\$10.00) per card/tag.

**Article IX**  
**Dressing Rooms and Other Requirements**  
**For the Convenience of the Associates**

**9.1 Locker Facilities:** The Employer shall provide sanitary dressing rooms with locker space for Associates. Such dressing rooms shall include restroom facilities. All Associate dressing rooms and Associate restrooms shall be properly maintained and shall be cleaned on a daily basis. Employer is not responsible for the contents of the locker.

**9.2 Inspection of Lockers:** In the event the Employer wishes to open an Associate's locker, he shall do so only in the presence of the Associate or a Shop Steward or Union Representative, unless one is not reasonably available or there are exigent circumstances.

**9.3 Loss Indemnity:** The Employer agrees to be responsible for uniforms damaged during the performance of the Associate's job duties where the damage was not intentionally caused by the Associate or resulted from the Associate's own gross negligence and where such damage was timely reported to management.

**Article X**  
**Servers, Bus Associates and Bartenders**

**10.1 Guest Checks:** Outlet Server and Room Service Servers shall collect for all checks, unless specifically requested otherwise by the guests. The head waiter, hostess or captain may collect or sign checks, in which event said checks, including all service charges, shall be turned over to the server responsible for same.

**10.2 Service Charge:** If a captain, hostess, head waiter, or member of hotel management signs a check on behalf of a room service or outlet guest wherein the guest has designated a service charge, the entire amount of the service charge shall be given to the server. When a guest designates a service charge for a server and a captain, hostess, head waiter, or member of hotel management, without inquiry from the guest, recommends a change in such service charge so as to lessen the amount theretofore designated for the server, the server shall receive the full amount of the service charge originally designated.

**10.3. Individual Responsibility for Checks:**

(a) Outlet servers shall be responsible for only their own mistakes on checks.

(b) An outlet server shall be reasonably permitted to review the status of his or her checks during or after the shift. Cash tips are handled by the Associate as well as the tipping of the bussers.

**10.4. Deduction for Shortages:** There shall be no cash deductions from the wages of any cashiers for any cash shortage without permitting the cashier to certify said shortages by personally checking the cash register.

## **Article XI Seniority**

### **11.1 Definitions:**

House seniority is defined as an Associate's continuous length of service an Associate has with the Employer from the Associate's last date of hire and shall determine choice of shift, days off, vacation scheduling, layoff and recall.

### **11.2 Layoff:**

(a) It is recognized that the principle of house seniority shall normally be followed when it becomes necessary to layoff Associates, provided skills and abilities have been met.

(b) No Associate shall lose his or her house seniority standing as the result of any layoff, except as otherwise provided herein.

(c) It is further understood that such layoffs as are required shall be made so as to enable Associates with greater house seniority to obtain a full week's work. Absent Union agreement to a reduction of everyone's workweek, the Employer agrees to operate its facilities in such a way as to grant those Associates with greater seniority full employment whenever feasible.

(d) Recall shall be in reverse order of layoff provided the Associate has the skills and ability to perform the work available. Associates are responsible to keep the Hotel informed of their current address and contact information during a layoff.

### **11.3 Promotion Policy:**

(a) All openings must be posted for at least three (3) days and the job shall be awarded to the most senior bidder, provided he/she has the skills and abilities to perform the job. The Employer may consider the candidate's disciplinary record over the prior twelve (12) months in making a determination. If no qualified bidders are received, the Employer may hire from outside the bargaining unit for the position posted.

(b) Associates awarded a job bid shall be ineligible to bid for another job for a period of six (6) months.

(c) The burden of proving whether an unsuccessful bidder is qualified, shall rest with the Union in any arbitration proceeding brought under this section.

(d) An Associate who has been transferred or promoted to a higher-paid classification within the bargaining unit or to a non-bargaining unit position shall have the opportunity to return to his or her original classification within ten (10) calendar days of the transfer with no break or loss in seniority. The Employer may transfer the Associate back to his/her original classification within thirty (30) calendar days of the transfer.

**11.4 Military Duty; Veterans Rights:** The Employer agrees to treat its Associates engaged in active military service, including the National Guard and Reserves, in accordance with current law.

**11.5 Loss of Seniority:**

The seniority relationship shall automatically be terminated when an Associate:

- (a) Quits or retires.
- (b) Is discharged for just cause.

(c) Who has been on layoff and fails to return to work to the same job classification within five (5) days after receipt of a certified, return receipt recall letter sent to the last address provided by the Associate, (except that actual return to work within five (5) days shall not be required when failure to return is due to demonstrable illness) or rejects the recall. It is understood that at the time of layoff an Associate will be asked to provide an address at which he or she regularly receives mail; further, should the address at which the Associate regularly receives mail change during his or her layoff, he or she shall promptly notify the Employer of said change; and should the Associate have a demonstrable illness at the time of notification to return to work, he or she should also provide notice of such illness prior to the return to work date.

(d) Is laid off from work for a period of twelve (12) months for Associates employed at least two (2) years; six (6) months for all other Associates.

(e) Associates with six (6) or more months of service that are absent from work due to illness or accident that have exhausted all paid and unpaid leaves provided for in this Agreement shall lose their seniority, unless the Associate has applied for and been approved for an extended leave of absence. Such extended leaves of absence are granted at the Employer's sole discretion and shall not be unreasonably denied or as required by applicable law. The Associate's house seniority shall terminate at the expiration of any extended leave approved by the Employer.

(f) Is absent due to an illness, injury or accident for a period of twelve (12) months, in the case of an Associate with less than three (3) years' seniority, eighteen (18) months for an Associate with at least three (3) but less than five (5) years' seniority and twenty-four (24) months for an Associate with five (5) or more years' seniority, or longer if required by applicable law.

**Article XII  
Miscellaneous**

**12.1 No Deductions:** There shall be no deductions from an Associate's check for any reason, except those deductions expressly and voluntarily authorized in writing by the Associate (e.g., Union dues and initiation fees, insurance premium contributions, etc.), or otherwise required by law.

## **12.2 Subcontracting:**

(a) Subject to Section 4.3, Management Rights, and Section 12.2(b) below, the use of non-bargaining unit Associates to do bargaining unit work shall not displace bargaining unit Associates; and non-bargaining unit Associates shall not be utilized prior to offering full work weeks to bargaining unit Associates. Daily overtime before or after the regular shift will, where practicable, be offered to qualified bargaining unit Associates before being offered to non-bargaining unit Associates. This provision shall not apply to contract agency employees (including work visa workers).

(b) The Union and the Employer recognize that the Employer utilizes contract agency employees (including work visa employees) to perform bargaining unit work in the following job classifications: Room Attendant, Night Room Attendant, Public Area Attendant, Houseperson and Dishwasher/Steward I. The Employer agrees that it will not use contract agency employees in other job classifications except when there is an unexpected increase in business or unexpected Associate absences.

(c) Notwithstanding the foregoing Section 12.2(b), the Employer will first offer full-time bargaining unit employees in a job classification up to forty (40) hours of work in a work week prior to utilizing contract agency employees in that job classification. The Employer will not utilize contract labor for a regular, full-time position without posting and recruiting for the position.

**12.3 Safety:** The parties agree to continue the current safety committee. The Union shall name five (5) bargaining unit members of the committee. Committee members shall be paid at the Associate's base hourly rate of pay (or at the greater of the Florida or federal minimum wage rate for Associates normally paid at the tipped wage rate) for attendance at committee meetings which shall be held no less than quarterly.

The purpose of the committee includes the investigation of accidents and near misses for the purpose of preventing future incidents, education of Associates and to discuss other issues relating to safety.

The committee is advisory in nature and may make recommendations to management.

**12.4 Meeting Attendance:** The Employer will try to avoid scheduling Associate meetings on an Associates days off. The Employer may call mandatory meetings provided Associates are guaranteed a minimum of two hours at the Associate's base hourly rate of pay (or at the greater of the Florida or federal minimum wage rate for Associates normally paid at the tipped wage rate) to attend the meeting.

**12.5 Translations:** In meetings involving discipline, an Associate who cannot understand what is being said may request language assistance and the Employer shall provide an individual to assist in the communication. In all other matters, the Employer shall make a good faith effort to provide appropriate language assistance when advised that an Associate does not understand what is being communicated. With respect to legally required notices posted by the Employer,

such notices shall be posted in English and Spanish, however the English language version will govern in the case of a dispute.

### **Article XIII Benefits**

#### **13.1 Medical:**

Bargaining unit Associates shall be eligible to participate in the Employer's insurance programs that are provided to non-bargaining unit Associates under the same terms and conditions as they are provided to non-bargaining unit Associates. For the term of this Agreement, the subsequent renewal rates for single coverage in the "Basic" Plan will be 85% paid by the Employer and 15% paid by the Associate. Renewal rates for other coverage levels of the "Basic" plan will be calculated by the Employer paying 60% and the Associate 40% of the amount over and above the cost of the single coverage, in addition to the aforementioned 85/15% split of the single coverage amount.

For other plan designs (Enhanced, HMO, etc.) the Employer's share of the "Basic" coverage will be subtracted from the actual cost of the respective coverage chosen and the Associate will be responsible for the remainder.

#### **13.2 Life and Disability Insurance:**

The Employer will provide life and disability benefits on the same terms and conditions as such benefits are provided to non-bargaining unit Associates.

#### **13.3 Other Benefit Programs:**

Other benefits including, but not limited to: vision care, dental insurance (effective with the Employer's next plan year after this CBA is ratified), employee assistance program, etc. shall be offered to bargaining unit Associates under the same terms and conditions as apply to non-bargaining unit Associates.

#### **13.4 Changes to Benefits:**

(a) With thirty (30) days notice to the Union prior to open enrollment, the Employer has the right to modify the medical, dental, life, disability, and other benefit plans, the terms of the plans and the carriers, and to eliminate plans, add new plans, increase or decrease contributions to plans, and make other changes, provided that such modifications, eliminations, additions, increases, decreases, or other changes shall be the same as those applicable to non-bargaining unit Associates.

(b) Notwithstanding any other provision of this Agreement, the Employer may cease providing health insurance benefits to Associates through its own plans and instead provide health insurance through either private or public health insurance exchanges created pursuant to the Patient Protection and Affordable Care Act or other applicable law. In the event the Employer changes the provision of health insurance for bargaining unit Associates as specified

in this Paragraph (b), bargaining unit Associates will be treated the same as non-bargaining unit Associates of the Employer. The Employer will provide the Union with at least sixty (60) days' notice of such change and, upon request, meet with the Union to discuss the effects upon Associates.

**13.5 Proof of Illness:**

(a) Associates must call his/her supervisor no less than two (2) hours prior to the start of the scheduled shift for an unscheduled absence. For a scheduled doctor's appointment, an Associate must request the sick time from his/her supervisor in advance of the appointment date.

(b) The Employer may request a doctor's certificate after three (3) consecutive days of absence or where there is a good faith doubt as to the illness.

**Article XIV  
Pension Fund**

**14.1 Contributions:** The Employer agrees to make monthly contributions, each and every month to the UNITE-HERE National Retirement Fund (the "Pension Fund") for all Associates covered by this Agreement that have completed the requisite probationary period. The Employer shall continue to pay \$0.45 per hour paid per Associate, with increases in the contributions as set forth below, and transmit these sums each month to the Pension Fund no later than the 20<sup>th</sup> day of the following month, together with the names and social security numbers of the Associates for whom contributions were made upon forms required by the Fund.

Effective January 1, 2018	\$0.48 per hour paid /per Associate
Effective January 1, 2019	\$0.51 per hour paid/per Associate
Effective January 1, 2020	\$0.54 per hour paid/per Associate

**14.2 Prompt Payments:** Payments by the Employer to the Trust Fund shall be made promptly and regularly in such form as may be prescribed by the Board of Trustees.

**14.3 Examination of Records:** The Board of Trustees shall have the right to request records from the Employer with respect to wages and employment of Associates covered hereunder, and shall have the right to examine said wage and employment records through duly authorized representatives, including certified public accountants.

**14.4 Documents:** The Employer agrees to execute any and all documents required by the Fund or the Board of Trustees which are required to effectuate participation in the Fund.

**14.5 No Changes In Contribution Levels:** The Employer's obligation to make contributions to the Pension Fund shall not be increased from the amounts specified in this Article other than through a formal written amendment of this Agreement signed by the Employer's authorized representative. Further, should the Pension Fund impose required contributions based on or impose a surcharge on employers to satisfy applicable legal requirements, which required contributions and/or surcharge exceed in the aggregate the contribution amounts set forth in

Section 14.1 above then in effect, the Union shall provide notice of same to the Employer and the parties shall negotiate regarding the increased contribution amount and the economic provisions of this Agreement shall, at the Employer's option, be re-opened for a thirty (30) day period.

## **Article XV Discipline and Discharge**

**15.1 Discipline:** The Employer has the right to discipline or discharge for just cause. However, just cause is not required for discharge during the Associate's probationary period. If an Associate who has been discharged considers such action unjust, he may file a grievance in writing in accordance with Article XVI within ten (10) days of the Union's receipt of the notice of discharge provided said Associate has completed the Associate's probationary period. It is understood that should written notice of a discharge not be given to the Union, this time limit shall not begin to run until such notice is given.

**15.2 Progressive Discipline:** The parties recognize that the purpose of discipline is corrective in nature and, therefore, except in the case of egregious behavior, the Employer agrees to adhere to the following progressive disciplinary process when issuing discipline:

- (a) Coaching and counseling
- (b) Verbal Warning
- (c) Written warning
- (d) Final Written warning or suspension
- (e) Termination

No written warning or documented counseling, which might result in discipline will be used for the purposes of progressive discipline once twelve (12) months have elapsed from the date of the incident of the warning/counseling, except for discipline relating to violence or threatened violence or violation of the Employer's harassment rules, or where there is a recurring pattern of behavior.

**15.3 Egregious Behavior:** Examples of the type of egregious behavior which may result in termination or other discipline outside the normal progressive structure but subject to Article IV, Section 4.3(c), include, but are not limited to:

- (a) Insulting, arguing, being discourteous or using profane language in the presence of a guest.
- (b) Hitting, fighting regardless of who provokes it, pushing or otherwise striking another person or possessing a dangerous weapon while on Hotel premises or other incidents of threatened or actual workplace violence.
- (c) Willful falsification of Hotel records including, but not limited to, employment applications, payroll documents, time cards, financial reports, etc.

(d) Use, possession, sale, transfer or storage of an illicit drug or drug paraphernalia while in the course of employment, on Hotel property or in Hotel vehicles. Reporting for work or working under the influence of a drug or alcohol or in an impaired condition.

(e) Conviction or a plea of guilty to any morals charge, felony, or misdemeanor other than minor traffic violations.

(f) Violation of operating rules and procedures which may result in damage to Employer property or in bodily injury to a fellow Associate or to a guest.

(g) Gambling, theft, sleeping while on duty or willful insubordination.

(h) Refusal to cooperate with a Company investigation.

(i) Failure to report to work for three (3) consecutive scheduled shifts/days without appropriate management notification.

(j) Harassment as defined in the Employer's Associate Handbook.

#### **Article XVI Grievance and Arbitration Procedure**

**16.1** A grievance is defined as a dispute between the parties concerning the meaning, interpretation, application or alleged violation by the Employer of the Agreement.

**16.2** The parties recognize that it is important that grievances be processed and resolved as rapidly as possible, therefore, the number of days indicated at each step of the grievance procedure below should be considered as a maximum and every effort should be made to meet such timelines.

**16.3** Grievances meeting the above definition shall be handled in the following manner:

**Step One:** The aggrieved Associate will meet with the applicable executive committee member (i.e., Director of Rooms or Director of Food & Beverage) at a mutually convenient time within five (5) days after the occurrence of the event complained of or when the Associate had knowledge of the event to try to come to a satisfactory settlement. Any grievance not reported within five (5) days of its occurrence will no longer constitute a grievance. The Associate shall have the right to have a Steward of the Union present if the Associate so desires. No settlement at this step shall serve to set a precedent or prejudice any future case between the parties.

**Step Two:** If the grievance is not settled under Step One, the Associate or the Union may, within five (5) days after the Step One meeting, reduce the grievance to writing setting forth the exact nature of the matter and complained of, including the date of the occurrence and specifying the exact provision of the Agreement which is alleged to have been violated. The grievance shall be signed by a Steward of the Union who shall give the grievance to the Director of Human Resources. Within five (5) days after the appeal is filed, a meeting to consider the grievance shall be held at which time the Associate, a Steward of the Union and/or a representative of the Union may be present along with the Director of Human Resources and/or other representatives.

Within ten (10) days after the receipt of the grievance, the Director of Human Resources shall respond in writing. If the grievance is not reduced to writing and presented to the Employer within five (5) days as herein specified, it shall no longer constitute a grievance.

The time limits in this section are defined as business days which exclude Saturdays, Sundays and holidays recognized under this agreement.

**16.4** If the grievance is not resolved within fifteen (15) days of the Employer's Step Two response, the Union may submit it to arbitration by sending a written notice to the Employer, including the names of three arbitrators, within this fifteen (15) day period.

**16.5** The parties shall first attempt to a mutually agreed upon selection of an arbitrator from the arbitrators proposed by the Union. If no agreement is reached, the Union shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service ("FMCS"), all of whom shall be members of the National Academy of Arbitrators. The parties shall alternate striking names from the list, with the Union striking first. The last name remaining shall be selected as arbitrator.

**16.6** The time limits specified above may be extended by mutual agreement. If the Union fails to comply with said time limits, then its grievance shall be considered settled.

**16.7** Within thirty (30) days following the conclusion of the hearing, the arbitrator shall issue a written award and opinion, which cost shall be born equally by both parties. In the event of an award involving backpay, it shall be limited to the date the grievance was filed.

**16.8** All expenses of the arbitrator shall be borne equally by the parties hereto.

#### **Article XVII No Strike Provision**

**17.1 No Strikes; No Lockouts:** The Employer agrees that so long as this Agreement is in effect, it will not lock-out any of its Associates. The Union, its officers, agents, members agree that so long as this Agreement is in effect, there shall be no slowdowns, authorized strikes, sympathy strikes or a refusal to cross a picket line.

**17.2 Unauthorized Strikes:** In the event of any unauthorized strike, work stoppage, slowdown or picketing, the Union agrees to cooperate with the Employer in bringing the same to an end and also agrees that the Employer shall have the right to discipline any Associate or Associates participating herein by discharge or layoff as the Employer shall determine.

#### **Article XVIII Immigrant Protection**

**18.1** No Associate covered by the Agreement shall be disciplined or discharged or suffer any loss of seniority, compensation or benefits due to any changes in the Associate's name or social security number due to an administrative error by a governmental agency.

**18.2** In the event that an Associate who has completed his/her probationary period has a problem with his/her right to work in the U.S. or upon notification by the U.S. Citizenship and Immigration Services (USCIS) that an immigration audit or an investigation is being initiated, or when the Hotel received No Match Letter(s) from Social Security, the Employer shall immediately notify the Union in writing, and upon the Union's request, agree to meet with the Union to discuss the nature of the problem or investigation to see if a resolution can be reached. Whenever possible, this meeting shall take place before any action is taken by the Employer.

**18.3** The Employer will notify the Union within seven (7) calendar days if any Associate in the bargaining unit is terminated because he/she is not authorized to work in the U.S.

**18.4** Upon request, Associates shall be released for up to five (5) unpaid working days during the term of the Agreement in order to attend to INS proceedings and any related matters for the Associate only. The Employer may request verification of such leave. This leave may be taken only one time per year.

**18.5 Reinstatement:**

(a) An Associate who has completed the ninety (90) day probationary period who does not provide proper documentation to work in the United States and whose employment has been terminated for this reason shall be immediately reinstated to his or her former classification without loss of prior seniority provided the Associate produces proper work authorization within ten (10) days of the date of termination. If the Associate produces proper documentation within six (6) months, they will be reinstated to their former position, if available, or to the first available job for which they are qualified. Associates shall not accrue vacation or other benefits during such absence.

(b) Under no circumstances shall the Employer not comply with existing law.

**Article XIX  
Workplace Dignity and Provision of Supplies**

**19.1 Workplace Dignity:** The Union and the Employer recognize that workers in the hospitality industry are professional Associates deserving of the highest regard. The parties agree that the continued success and operation of the Employer's establishment is dependent upon their mutual respect for one another's work. The Union, the Employer, the nonunion and union Associates will work together to honor the principles of respect and dignity.

**19.2 Provision of Supplies:** The Employer will make a good faith effort to provide Associates with necessary supplies and equipment for the timely, safe, efficient and effective performance of their duties. Associates will notify their supervisor promptly when they perceive a shortage of necessary supplies or equipment. In response to such reports, the Employer will take steps to address such shortages.

**Article XX**  
**Savings Provision**

If any provision of this Agreement or part thereof is found to be invalid or unenforceable by a body of competent jurisdiction or is rendered invalid by applicable law, the parties shall meet to agree to new terms that most closely effectuate the intent of the parties in drafting the language found to be invalid or unenforceable.

**Article XXI**  
**Successors and Assigns**

In the event that the Employer voluntarily sells, transfers, or assigns its contract to manage the Hotel, 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 the successor management company a written assumption of this Agreement, including a promise that the successor or successors will retain the Associates in the positions covered by this Agreement (subject to changes in the level of staffing), and furnish a copy thereof to the Union, in which event the Employer shall be relieved of its obligations hereunder to the extent that the Employer has fully transferred its right to manage the Hotel.

The Employer's obligations under this Article exist only with respect to the sale, transfer or assignment of its contract to manage the Hotel, which it does not own. The Employer does not have any obligation with respect to a sale, transfer or assignment of the ownership of the Hotel by the Owner or the Owner's replacement of the Employer as the manager other than, upon the Union's request, to negotiate over the effects of the sale on Associates.

**Article XXII**  
**Complete Agreement/Past Practices**

The express provisions of this Agreement constitute the complete, fully bargained for Collective Bargaining Agreement which shall prevail between Employer and the Union with respect to wages, fringe benefits, hours of work, and terms and conditions of employment. This Agreement can only be added to, detracted from, altered, amended or modified by a document in writing, signed on behalf of the parties by their authorized representatives. This Agreement supersedes all prior agreements and practices. Management Rights listed in this Agreement shall take precedence over past practices, except as otherwise agreed to.

**Article XXIII  
Term of Agreement**

This Agreement shall be effective commencing January 25, 2017 to and including January 24, 2021.

IN WITNESS WHEREOF, the parties hereto, duly authorized, have hereunto affixed their hands and seals on the dates so indicated.

UNITE HERE LOCAL 737

AIMBRIDGE EMPLOYEE SERVICE CORP.  
D/B/A DOUBLETREE BY HILTON HOTEL  
AT THE ENTRANCE TO UNIVERSAL  
ORLANDO

By   
\_\_\_\_\_  
Jeremy Cruz-Haicken  
President

By   
\_\_\_\_\_  
Vince Cuce  
Secretary

Date 2/21/17

Date 2/21/17

**Appendix "A" - Minimum Base Hourly Rates of Pay**

<b>Job Classification</b>	<b>Ratification</b>	<b>7/25/2017</b>	<b>1/25/2018</b>	<b>1/25/2019</b>	<b>1/25/2020</b>
Banquet Captain	\$7.90	or Florida tipped minimum wage			
Banquet Server	\$5.08	or Florida tipped minimum wage			
Banquet Set-up	\$8.30	\$8.30	\$8.40	\$8.50	\$8.60
Engineers/Maintenance I	\$11.50	\$11.75	\$12.25	\$12.75	\$13.25
Engineers/Maintenance II	\$12.75	\$13.00	\$13.50	\$14.00	\$14.50
Engineers/Maintenance III	\$14.00	\$14.25	\$14.75	\$15.25	\$15.75
Engineer/Preventative Maintenance Team	\$13.00	\$13.25	\$13.75	\$14.25	\$14.75
Engineer/Maintenance Lead	\$16.00	\$16.25	\$16.75	\$17.25	\$17.75
Groundskeeper	\$10.00	\$10.25	\$10.75	\$11.25	\$11.75
Guest Service Agent	\$10.25	\$10.50	\$11.00	\$11.50	\$12.00
Lead Guest Service Agent	\$10.75	\$11.00	\$11.50	\$12.00	\$12.50
PBX Operator	\$10.00	\$10.25	\$10.75	\$11.25	\$11.75
Room Attendant	\$10.00	\$10.25	\$10.75	\$11.25	\$11.75
Night Room Attendant	\$10.00	\$10.25	\$10.75	\$11.25	\$11.75
Public Area Attendant	\$10.00	\$10.25	\$10.75	\$11.25	\$11.75
Houseperson	\$10.00	\$10.25	\$10.75	\$11.25	\$11.75
Linen Attendant	\$10.00	\$10.25	\$10.75	\$11.25	\$11.75
Project Houseperson/Floor Cleaner	\$10.00	\$10.25	\$10.75	\$11.25	\$11.75
Hskp Support – Night Cleaner (Graveyard)	\$10.00	\$10.25	\$10.75	\$11.25	\$11.75
Dispatchers – Housekeeping	\$10.50	\$10.75	\$11.25	\$11.75	\$12.25
Cook I	\$10.50	\$10.75	\$11.25	\$11.75	\$12.25
Cook II	\$11.75	\$12.00	\$12.50	\$13.00	\$13.50
Cook III	\$13.00	\$13.25	\$13.75	\$14.25	\$14.75
Lead Cook	\$14.00	\$14.25	\$14.75	\$15.25	\$15.75
Dishwasher/Steward	\$10.00	\$10.25	\$10.75	\$11.25	\$11.75
Night Cleaner	\$10.00	\$10.25	\$10.75	\$11.25	\$11.75
Employee Cafeteria Attendant	\$10.00	\$10.25	\$10.75	\$11.25	\$11.75
Stewarding Lead	\$10.50	\$10.75	\$11.25	\$11.75	\$12.25
Storeroom Clerk	\$10.00	\$10.25	\$10.75	\$11.25	\$11.75
Restaurant Attendant (Busser/Runner)	\$8.10	\$8.10	\$8.20	\$8.30	\$8.40
Restaurant Cashier (Deli Attendant)	\$10.00	\$10.25	\$10.75	\$11.25	\$11.75
Restaurant Host/Hostess	\$10.00	\$10.25	\$10.75	\$11.25	\$11.75
Restaurant Server	\$5.08	or Florida tipped minimum wage			
Restaurant Bartender	\$5.08	or Florida tipped minimum wage			
Room Service Order Taker/Cashier	\$10.00	\$10.25	\$10.75	\$11.25	\$11.75
Room Service Server	\$5.08	or Florida tipped minimum wage			
Barista	\$10.00	\$10.25	\$10.75	\$11.25	\$11.75

Non-tipped associates at or above the Disney "max of the range" on January 25, 2018, January 25, 2019, and January 25, 2020 shall receive \$0.35 instead of \$0.50.

**Side Letter No. 1 Between UNITE HERE and Doubletree Orlando Universal**

The parties agree that the Employer may conduct substance abuse testing where the Employer has reasonable suspicion to believe that an Associate is under the influence of drugs and/or alcohol. The parties further agree that the Employer will use federal guidelines for confidentiality and chain of custody and DHHS guidelines for positive levels. For alcohol, the Florida standard for driving under the influence ("DUI") will be considered a positive result. Positive drug and/or alcohol test results will be just cause for immediate discharge.

Such testing will include testing for OSHA recordable accidents involving outside medical treatment or accidents involving property damage of over \$250.00.

UNITE HERE LOCAL 737

AIMBRIDGE EMPLOYEE SERVICE CORP.  
D/B/A DOUBLETREE BY HILTON HOTEL  
AT THE ENTRANCE TO UNIVERSAL  
ORLANDO

By

  
\_\_\_\_\_  
Jeremy Cruz-Haicken  
President

By

  
\_\_\_\_\_  
Vince Cuce  
Secretary

Date

2/21/17

Date

2/27/17

**Side Letter No. 2 Between UNITE HERE and Doubletree Orlando Universal**

The Employer and Union agree that the following practices shall continue unless the parties mutually agree otherwise. Such practices are limited to the following:

1. The parties confirm and agree that pursuant to Section 1.4 of this Agreement, the Employer's managers/supervisors may continue to perform that bargaining unit work that is customarily performed at the time of ratification of this Agreement.

Examples include:

- Banquet Managers set/clean banquet rooms; Exec Steward washes dishes/mops floors; Sous Chef works the line to prep/cook food; Banquet Housemen work the purchasing storeroom when needed.
  - Front Desk Managers/supervisors check in guests, *etc.*
2. All graveyard shift employees (union and non-union) are cross trained – *e.g.* engineers may make up beds; Front Desk Associates may deliver towels, *etc.*
  3. Housekeeping employees can be asked to perform any job – *e.g.* lobby attendant may make beds, *etc.*

UNITE HERE LOCAL 737

AIMBRIDGE EMPLOYEE SERVICE CORP.  
D/B/A DOUBLETREE BY HILTON HOTEL  
AT THE ENTRANCE TO UNIVERSAL  
ORLANDO

By   
Jeremy Cruz-Haicken  
President

By   
Vince Cuce  
Secretary

Date 2/21/17

Date 2/27/17

## Memorandum of Agreement

This Memorandum of Agreement ("MOA") is entered into by and between UNITE HERE Local 737 ("Union") and Aimbridge Employee Services Corp. ("Employer") to address the effects of the Employer's elimination of the housekeeping supervisor classification.

In connection with the employees of the Doubletree by Hilton Hotel at the Entrance to Universal Orlando ("Hotel") ratifying the 2017-21 collective bargaining agreement ("CBA"), the Employer has agreed to offer on a non-precedential basis each of the four (4) employees employed in the former housekeeping supervisor classification the choice to either: (1) transfer to another non-tipped classification for which the employee is qualified, with no loss of pay or seniority, or (2) to accept severance pay as described herein. Each employee shall advise the Employer of his/her selection of one of these options within one week of ratification of the CBA.

(1) Among other job classifications which each of the employees may consider, the Employer suggests the following:

- Manalthana Eliazard may be transferred to the classification of PBX Operator. This would give her an opportunity to advance her career by learning computer skills, which she could use to advance to other positions.
- Garth Jackson may continue to work four days per week as a dispatcher. On the fifth day, he could work as a housekeeping houseperson.
- Rosemy Louis may be transferred to the classification of cook I. This would give her an opportunity to advance her career by learning culinary skills.
- Judy Tibby may be designated as a special projects employee for which she would be assigned to perform tasks that include, but are not limited to, special occasion/VIP/engagement decorating, updating media/communications (e.g., hotel directories, menus, etc.), replacing brand standard amenities (e.g., alarm clocks, ice buckets, etc.).

The Employer shall continue to offer each transferred employee full-time employment, i.e., 40 hours of work per week, as long as business levels allow for full-time employment for employees with similar Hotel seniority in similar classifications.

If, within the first 90 days of an employee transferring, either the Employer believes the employee is not performing satisfactorily or the employee is dissatisfied with the new position, the Union and the Employer shall meet and bargain over alternatives, including possibly another transfer.

(2) An employee who does not wish to transfer to an open position shall be provided severance pay equal to one week's pay (40 times the employee's hourly wage rate as of January 23, 2016) for every year of service to the Hotel, conditioned upon the employee signing the Employer's standard release.

This MOA supersedes any contrary provisions of the CBA, any Employer policy, and any past practices of the parties. The MOA shall be subject to the grievance and arbitration provisions contained in the CBA.

UNITE HERE Local 737

By: [Signature]

Name: Jeramy (Mr) Hawken

Date: 2/21/17

Aimbridge Employee Services Corp.

By: [Signature]

Name: VINCENT FLUCE

Date: 2/27/17

Memorandum of Agreement (“MOA”)

Between

UNITE HERE Local 737 (the “Union”)

And

Aimbridge Employee Services Corp. (the “Employer”)

Regarding Local Employment

During negotiations for the 2017 Collective Bargaining Agreement (“CBA”) between the Employer and the Union, the parties have expressed a mutual desire to increase local Orlando-area employment in the Doubletree by Hilton Hotel at the Entrance to Universal Orlando (the “Hotel”) and to minimize the use of agency employees in the Hotel. The Employer and the Union recognize that each party must play a role in achieving this goal.

Therefore, the parties have agreed to the following:

1. **Job Fairs:** The Union will host a job fair no less than once every four (4) months. If a job fair is held on the Employer’s premises, the Employer will make a meeting room available to the Union for this purpose. The Union will conduct the advertising and community outreach efforts it deems appropriate.
2. **Posting and Recruiting:** The Employer will not utilize contract labor for a regular, full-time position without posting and recruiting for the position.
3. **Additional Bargaining Unit Positions:**
  - a. **Housekeeping Department:** The Employer agrees to expand the number of full-time bargaining unit Room Attendant positions in the Hotel’s Housekeeping Department in accordance with the following schedule:

May 2017	8 additional full-time positions
September 2017	8 additional full-time positions
January 2018	8 additional full-time positions

For clarity, the Employer agrees to increase the number of full-time positions in the Housekeeping Department by twenty-four (24) over the number in existence as of January 2017.

- b. **Culinary Positions:** The Employer agree to expand the number of full-time bargaining unit Culinary positions in accordance with the following schedule:

May 2017	2 additional full-time positions
----------	----------------------------------

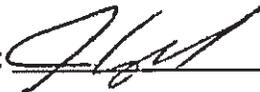
September 2017      2 additional full-time positions

For clarity, the Employer agrees to increase the number of full-time positions in the Culinary Department by four (4) over the number in existence as of January 2017.

4. Referral Incentive: Bargaining unit employees who refer a new employee who is then hired by the Employer shall receive a payment of \$250 following the new employee's completion of six (6) months of continuous employment with the Employer.
  
5. Information Provided by the Employer: Monthly the Employer will forward to the Union a list showing the name, address and phone number of each job applicant for the positions listed above, whether they were offered employment and whether they accepted employment.

This MOA shall be subject to the grievance and arbitration provisions contained in the CBA.

UNITE HERE Local 737

By: 

Name: Jerry Cruz Hanks

Date: 2/21/17

Aimbridge Employee Services Corp.

By: 

Name: VP/Secretary

Date: 2/21/17