

COLLECTIVE BARGAINING AGREEMENT

between

HILTON GARDEN INN

PhiladelphiaCenterCity

and

UNITE HERE LOCAL 274

September 23, 2015– May 31, 2019

THIS AGREEMENT, made effective as of the 23rd day of September, 2015, by and between UNITE HERE Local 274 and Painters Union District Number 21, hereinafter designated as “Union”, and the Hilton Garden Inn, Philadelphia Center City, hereinafter designated as “Employer” or “Hotel”.

WITNESSETH:

WITNESSED, now therefore in consideration of the mutual promises hereinafter named, the parties hereto agree as follows:

**ARTICLE 1.
RECOGNITION**

The Hotel recognizes the Union as the sole and exclusive collective bargaining representative of its employees employed by Hilton Garden Inn, located at 1100 Arch Street, Philadelphia, Pennsylvania, in the classifications set forth in Appendix “A” attached hereto, or in any bargaining unit classifications which hereafter come into existence, that do work traditionally done by the bargaining unit at the Hotel, in all matters relating to collective bargaining such as wages, hours of work, working conditions and other conditions of employment.

**ARTICLE 2.
PRIVATE EMPLOYMENT CONTRACTS**

The Employer agrees not to enter into any contract with employees which is inconsistent with or the terms of which are in conflict with the provisions of this Agreement. It is further understood that this Agreement supersedes all existing employment contracts that are in conflict with this Agreement.

**ARTICLE 3.
INVESTIGATION OF HOURS, WAGES, WORKING CONDITIONS**

Representatives of the Union shall have the right to visit the Hotel in order to investigate wages, hours, working conditions and grievances. Union representatives shall notify the Hotel Manager, or his or her designee, before visiting the Hotel, and such visits will not interfere with the normal operations of the Employer.

ARTICLE 4.
BUTTONS AND NOTICES

Section 4.1. Employer agrees to permit members to wear Union pins while working.

Section 4.2. Employer shall permit the Union to post announcements of meetings and functions on bulletin boards in convenient places to be designated and provided by the Employer.

ARTICLE 5.
NO STRIKE / NO LOCKOUT

The parties agree that there shall be no strikes, picketing, sympathy strikes, slowdowns, hand billing, boycotts or refusal to handle merchandise or lockouts during the term of this Agreement. This Article shall not be applicable in the event either party fails to comply with the decision of the arbitrator referred to herein below under Article 7 within thirty (30) days after it is rendered.

ARTICLE 6.
EMPLOYMENT

Section 6.1. When in need of employees, Employer shall send notice (i.e., job posting) to the office of the Union. Employer shall mail written notice to the Union within the first week of employment of the name, Social Security number, address, wage rates, job classification, and date of hiring of each new employee.

Section 6.2. All new employees shall be employees on a trial period for **ninety (90) days** during which time the Employer may discharge said employees for any reason whatsoever and this shall not be the subject of arbitration hereunder. The Employer may request an **extension** of the probationary period for **up to thirty (30) days**. The request shall be made in writing prior to the end of the initial probationary period. The Union shall not unreasonably deny such request.

Section 6.3. Full-time/Part-time Employees: Restaurant servers, who actually work an average of **27.5 or more hours** for one of the two previous calendar quarters, and all other employees who actually work an average of **30** or more hours for one of the two previous calendar quarters, shall be considered full time employees for the next two quarters. Restaurant servers, who actually work fewer than **27.5** hours for one of the two previous calendar quarters, and all other employees who actually work fewer than **30** hours for one of the two previous calendar quarters, shall be considered part-time employees. The Union will be notified at the same time as the employee is notified of any change in status.

ARTICLE 7.
UNION SECURITY

Section 7.1. 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 effective date of this Agreement, shall remain members in good standing. Employees who are not members on the effective date of this Agreement shall, by the thirtieth (30th) day following the effective day of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall by the thirtieth day following the beginning of such employment or the effective date of this Agreement, whichever is later, become and remain members in good standing in the Union. For purposes of this Article, an employee shall be considered a member of the Union in good standing if he or she tenders his or her initiation fee and periodic dues as required, or pays an amount in lieu of dues and initiation fees which represents the Union's cost germane to representing employees.

Section 7.2. In order to facilitate the meeting of financial obligations, it is further agreed that the Employer shall, for the convenience of employees, provide initiation fees and dues deduction cards along with the applications for appropriate health and welfare coverage. The Employer shall, during the first thirty (30) days set aside for the convenience of the employee contributions toward the ultimate initiation fee so that the fee may be totally remitted when required after the thirty (30) days. Such early setting aside of the monies shall be subject to the approval of the employee.

Section 7.3. Immediately upon the Employer's receipt of written notice from the Union to discharge an employee for failure to make a timely tender of Union dues and initiation fees, the Employer will discharge the employee unless said employee states specifically in writing during his or her next scheduled shift that he or she has made a timely tender. In that event, the Employer will within twenty-four (24) hours of receipt of such notice, dispatch by certified mail a copy of this written statement to the Union. Upon receipt of certified written verification from the Union that the employee has failed to make such tender, Employer will immediately discharge the employee. Employer discharging an employee for the above reason shall not rehire said employee, unless and until such employee has satisfied all unpaid dues and initiation fees.

ARTICLE 8.
DEDUCTIONS, DUES, ETC.

Section 8.1. The Employer shall make bi-weekly deductions for dues and fees as instructed by the Secretary-Treasurer of the Union from the employees' bi-weekly paychecks. If the wages are insufficient to make the deduction, the Employer shall make the deduction that month from the next paycheck, which has sufficient wages for the deduction. If no deduction is made for Union dues in the month, the Employer will make up the deduction in the following month from the paycheck following the paycheck from which deductions for current dues were made.

Except for the deduction of the initiation fee, reinstatement fee or other special fees as instructed by the Secretary-Treasurer of the Union, in no case shall the Employer deduct more than two (2) months' dues during any one (1) month, or more than one (1) month's dues from any single paycheck. Deductions for missed dues payments shall be made at the rate of one (1) extra deduction per month until the missed dues are paid.

Section 8.2. No later than the tenth (10th) day of each month, the Employer shall submit one check for the previous month's dues deductions together with one list of all bargaining unit employees, showing their names, their social security numbers, their dates of hire, hours worked, the total amount deducted from each employee each month, and the reason if no deduction was made. The Employer shall deposit the list in an electronic format approved by the Union on the Union's FTP site.

Section 8.3. Each month together with the check and the bargaining unit list described above, the Employer will provide three additional lists: first a list of the previous month's hires showing name, social security number, address, date of hire, hourly wage, number of hours worked and job classification; second, a list of the previous month's terminations, including name, social security number and date of termination; third, a list of employees on leave of absence, showing the name, social security number, date the leave began, date of expected return to work and type of leave.

Section 8.4. The Hotel agrees to deduct an employee's weekly contribution amount pertaining to any insurance option chosen by an eligible employee that requires an employee contribution as set forth herein.

Section 8.5. The Hotel agrees to honor political contribution deduction authorizations from employees who voluntarily sign and submit a form authorizing such deductions. The political contribution deduction shall be made once each month during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the UNITE HERE TIP Campaign Committee International Union TIP - "To Insure Progress", 275 7th Avenue, New York, NY 10001, accompanied by a form stating the name and Social Security number of each employee for whom a deduction has been made, and the amount deducted.

Section 8.6. The Union hereby agrees to save and hold the Employer harmless from any and all liabilities by reason of the aforesaid deductions made by Employer from the wages of such employees.

ARTICLE 9.
DISCIPLINE, DISCHARGE AND LAY-OFF

Section 9.1. Discipline shall be progressive in nature. Upon the occurrence of any alleged infraction warranting disciplinary action in the opinion of the Hotel (or upon the Hotel learning of such occurrence), the Hotel shall notify the employee and the Union in writing of the alleged infraction and the discipline imposed and provide the Union with a copy of the disciplinary action form within two (2) days of the issuance of said discipline. The Hotel may skip over and repeat steps in progressive discipline, depending upon the severity of the infraction and if appropriate. An employee's signature on a written disciplinary warning shall not constitute an admission of guilt. The Hotel shall not discipline an employee unless such discipline is documented in a disciplinary action form within fourteen (14) days of the occurrence of an alleged infraction warranting disciplinary action or within fourteen (14) days of the Hotel learning of the occurrence of an alleged infraction warranting disciplinary action.

Section 9.2. Except during the probationary period, no employee shall be disciplined, suspended or discharged without just cause. In the event an employee's employment is terminated by the Employer, a copy of the termination notice will be sent to the Union within forty-eight (48) hours of the time it is given to the employee unless the Union's full time business representative is given a copy at the time of termination.

Section 9.3. The Employer shall give an employee **one (1) week's notice of lay-off or one (1) week's salary**, where such layoff is necessitated or caused by a lack of business, the termination of the Employer's management contract, or the termination of the Employer's business by bankruptcy, creditor's actions or any other reason, except in cases that are beyond the control of the Employer making notice impracticable. The Union will also be given notice of the employee's layoff. Any employee shall likewise be required to give the Employer two (2) weeks' notice of intention to sever employment. This notice provision shall be waived only where the Employer and the Union mutually agree to do so in advance of the termination of employment.

When laying off employees working in the same job classification, the employee having least seniority shall be laid off first. The last employee laid off shall be the first recalled and the Union shall be notified of such recall.

Section 9.4. In the event that an employee is laid off as set forth in Section 9.4 above, the Employer shall pay the employees any earned vacation pay. Except as provided above or in Section 9.4, employees shall not be entitled to any severance benefits.

Section 9.5. Written disciplinary warnings not related to attendance, dishonesty, or willful misconduct will not be used by the Employer in defending grievances that challenge disciplinary action imposed more than one (1) year after such warnings. Provided the employee has no attendance violations in the preceding six (6) months, the Employer shall remove the oldest attendance warning from the file. If an employee quits and after having given the two (2) weeks' notice or is discharged, the Employer shall pay his or her earned vacation. "Earned"

shall mean earned but unused vacation. If an employee is discharged for cause, he or she shall forfeit any earned vacation pay. Without having given a two (2) weeks' notice and worked the full notice, the employee forfeits any earned vacation pay.

An employee's signature on a written disciplinary warning shall not constitute an admission of guilt. Employees shall have the right to see their personnel file upon reasonable notice and may submit rebuttals to any adverse comments that relate to job performance.

Section 9.6. When a shop steward is unavailable, a Union member is entitled to have another member present for a disciplinary interview/investigation. If the member declines this alternative representation, the Employer may proceed with the disciplinary action investigation or interview without the presence of a Union representative.

ARTICLE 10. **ADJUSTMENT OF DISPUTES AND ARBITRATION**

Section 10.1. All matters in controversy or disputes arising during the term of this Agreement shall first be discussed between the employee and his or her immediate supervisor.

Section 10.2. If not resolved, the dispute shall be referred to the employee's Union, which shall discuss the matter with the General Manager of the Hotel, or his or her designee, in an effort to reach an amicable adjustment.

Section 10.3. If not resolved, the matter will be discussed between a representative of the Union and the General Manager of the Hotel, or his or her designee, in an effort to reach an amicable adjustment.

Section 10.4. In the event that the Employee and the Union are unable to adjust the controversy or dispute between them, then either party may apply to the American Arbitration Association for the purpose of having an impartial arbitrator designated in accordance with its rules and regulations. The impartial arbitrator thus designated shall promptly hear and decide the evidence or matter in dispute and the decision thus rendered shall be final and binding upon both parties. Any expenses of arbitration shall be borne equally by both parties.

Section 10.5. No grievance may become the subject of arbitration under this Article unless it is submitted to discussion between the General Manager of the Hotel, or his or her designee, and the Union within fifteen (15) days of (a) the occurrence giving rise to the grievance, or (b) when significant facts become known. Grievances which are not submitted within the time periods set forth in this Section will be dismissed as untimely.

Section 10.6. The Impartial Arbitrator shall not have the power or the authority to do subtract from, amend, modify, change or vary the terms of this Agreement.

ARTICLE 11.
SENIORITY

Section 11.1. Seniority shall accumulate from the inception of the collective bargaining agreement. All employees hired after the effective date of this agreement shall have seniority accumulate from the date of the last continuous employment with the Employer except as provided in Sections 11.3 and 11.4 of this Article and on the basis that, with respect to vacation entitlement, overall continuous length of service with the individual Employer shall govern. Shop Stewards have job classification seniority over all employees in their classification for purposes of layoff and recall only.

Section 11.2. Seniority shall govern as to layoff, rehiring, and weekly shifts of work and vacation period. An employee shall be entitled to a thirty-day trial period in selecting another job without loss of seniority or other rights. Moreover, for the purposes of this clause and all other clauses of this Agreement, job classification seniority shall be operative throughout the entire establishment. Such job classifications shall be as set forth in the wage exhibit at the end of this Agreement.

Each quarter, the Employer will send a seniority list to the Union, including each employee's first and last name, address, phone number(s), department, classification, hire date, classification start date and date of birth.

Section 11.3. Seniority shall accumulate and be deemed unbroken:

(a) When an employee is granted a leave of absence not in excess of three (3) months, or is absent because of illness, accident or medical leave of absence not in excess of six (6) months, or is laid off not in excess of six (6) months, provided however, that seniority shall, as of the inception of any of the said periods, not be deemed broken if Employer extends in writing a leave of absence beyond three (3) months or excuses, in writing, absence due to illness, accident or medical leave of absence beyond six (6) months. In any contract year, there shall be no accumulation of such periods, it being the intention of the parties that the maximum for leave of absence, illness, accident, medical leave of absence or layoff in the aggregate shall not exceed six (6) months, except if extended in writing as heretofore stated. During any leave of absence exceeding thirty (30) calendar days, the employee will provide periodic updates of his or her status as requested by the Employer.

(b) When an employee leaves employment in order to hold an elected office or an appointed paid job with the Union, seniority shall continue unbroken so long as the employee retains said office with the Union.

(c) When an employee enters the armed forces of the United States involuntarily, or in time of war either voluntarily or involuntarily, such employee shall be entitled to reinstatement to his or her former position upon the terms and subject to the conditions as provided by law.

Section 11.4. Seniority shall be deemed broken if an employee is discharged for cause, voluntarily quits, fails to report to work from layoff within three (3) working days of notice of rehire properly given under this Agreement, or is absent for reasons described above in Section 11.3(a) if such absence is in excess of periods allowable under that Section.

Section 11.5. It is understood that if any employee, while on leave of absence, accepts another position, that employee waives all of his or her rights under this Agreement except as otherwise provided herein.

ARTICLE 12.
HEALTH & WELFARE, PENSION AND LEGAL FUNDS

Section 12.1. Health & Welfare Trust Fund. The Employer will contribute for each regular full-time employee to the Local 274 Health & Welfare Fund (“Trust Fund”) the following monthly amounts for the purpose of providing health and welfare benefit:

Effective Date	Single	Employee + Children	Employee + Spouse
Current Rate	\$579.00/month	\$1,078.00/month	\$1,287.00/month
11/1/2015	As required by the Fund up to a 10% increase.	As required by the Fund up to a 10% increase.	As required by the Fund up to a 10% increase.
11/1/2016	As required by the Fund up to a 10% increase.	As required by the Fund up to a 10% increase.	As required by the Fund up to a 10% increase.
11/1/2017	As required by the Fund up to a 10% increase.	As required by the Fund up to a 10% increase.	As required by the Fund up to a 10% increase.
11/1/2018	As required by the Fund up to a 10% increase.	As required by the Fund up to a 10% increase.	As required by the Fund up to a 10% increase.
Employee Contribution	None	\$25.00 per week	\$45.00 per week

Opt out - Employees who elect to opt out of the plan (by signing an affidavit) will be eligible to receive \$100 per month directly. The Employer will continue to pay \$27.50 per month to the Trust Fund for the opting out employee’s life and AD&D coverage, which payment shall be subject to an annual maintenance of benefits increase of up to 10%, on the schedule outlined above.

(a) The Employer further agrees to contribute to said Trust Fund no more than a pro-rata amount (one twenty-second 1/22) per day of the full monthly contribution made for each regular full-time employee, for each day, or part of a day, actually worked, for all other employees, and provided further, that if a regular full-time employee of the Hotel works a banquet on a given day, no additional contribution shall be required for such employee.

(b) Moreover, it is understood that for all employees no contributions will be made for the first ninety (90) days of employment unless such employees have worked under a Local 274 Agreement (including its Health & Welfare Plan) within the thirty (30) days prior to the date of hire.

(c) If the parties' relationship with their current health insurance plan (the Local 274 Health and Welfare Fund) is terminated or if one of the Triggering Events outlined below occurs, then promptly upon receipt of written notification from the Union calling for bargaining on the issue of the health plan, the Employer and the Union agree to bargain in good faith for the sole and limited purpose of the introduction of an alternative health insurance benefit program to replace participation in the Local 274 Health and Welfare Fund. In this regard, the parties will meet and discuss such topics as the cost of such health insurance, access to health care providers, coverage, etc. and other modifications to this Agreement to offset any potential increased costs to the Employer associated with alternative health insurance plans. In these discussions, the parties shall consider a benefits plan offered by the Employer, amongst other options.

If the Local 274 Health & Welfare Fund announces in advance, and notifies the Employer in writing, that any of the Triggering Events noted below will occur on a date certain in the future, the Employer will promptly notify the Union thereof, and the parties will begin bargaining in good faith for the sole and limited purpose of the introduction of an alternative health insurance benefit program to replace participation in the Local 274 Health and Welfare Fund after receiving such written notice. However, all other provisions of this Agreement, including, but not limited to Article 7 Strikes-Lockout clause, will remain in full force and effect.

If an agreement between the Parties cannot be reached within sixty (60) days of the occurrence of Triggering events i or ii, Article 5 Strike-Lockout and Article 10 Adjustments of Disputes – Arbitration shall be of no further force or effect until such time as the parties reach an agreement on an alternative health insurance benefit program to replace participation in the Local 274 Health and Welfare Fund in which case Article 5 and Article 10 will continue full force and effort.

If an agreement between the Parties cannot be reached within six (6) months of the occurrence of Triggering Events iii, iv, or v, Article 5 Strike-Lockout and Article 10 Adjustments of Disputes – Arbitration shall be of no further force or effect until such time as the parties reach an agreement on an alternative health insurance benefit program to replace participation in the Local 274 Health and Welfare Fund in which case Article 5 and Article 10 will continue in full force and effect.

These time periods can be extended by written mutual agreement by both the Employer and the Union.

The following actions if taken by the Local 274 Health and Welfare Fund are considered Triggering Events:

- i. Cease to accept contributions from the Employer;
- ii. Cease to provide coverage for employees of the Employer
- iii. Substantively change the benefits offered to employees of the Employer'
- iv. Require an increase in the premium cost of over 10% in any given year;
- v. Increase to an extraordinary extent out-of-pocket costs to employees (e.g.: the addition of a high annual deductible, a change to an 80%/20% plan).

Section 12.2. The Employer will make the following contributions to the UNITE HERE National Retirement Fund (the “Retirement Fund”). The Employer agrees to abide by the Retirement Fund’s Rehabilitation Plan (attached hereto as “Appendix B”), as previously agreed upon on June 29, 2011.

For all employees no contributions will have to be made for one year from the date of hire unless such employees have worked under a Local 274 Agreement (including its Pension Plan) for at least one (1) year and within the thirty (30) days prior to the date of hire.

The Employer further agrees to contribute to said Retirement Fund no more than a pro-rata amount (one twenty-second 1/22) per day, or part of a day, actually worked for each part-time employee employed at least one (1) year. In no event shall contributions on behalf of a part-time employee exceed the monthly amounts referred to herein.

The actual pension rates are as follows:

Date	For Each Part-time Employee (Daily Rate)	For Each Regular Full-Time Employee (Monthly)
June 1, 2015	\$21.224	\$412.16
June 1, 2016	\$22.306	\$433.18
June 1, 2017	\$23.444	\$455.28
June 1, 2018	\$24.639	\$478.49
June 1, 2019	\$25.896	\$502.90

It is understood that in defining eligible employees, under this section, the minimum requirements of ERISA shall be considered part of this Agreement.

All of the above contributions shall be deemed for the purpose of sustaining the Pension Plan approved by the Internal Revenue Service for the employees covered by this Agreement.

Said contributions shall be submitted monthly, together with a report of the employee data required by the Retirement Fund on the format prescribed by the Retirement Fund, on the fifteenth (15th) day of the month for which contributions are to be made.

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

Section 12.3.401(k) Program. Employees will be entitled to elect to have non-matched deductions made from their pay and deposited to the Local 274 401(k) Program, to the extent permitted by applicable law.

Section 12.4. Legal Fund. Effective September 23, 2015, the Employer will contribute Five and Four-Tenths Cents (\$0.054) per hour for each hour for which the employee is compensated to the Prepaid Legal Fund (the "Legal Fund"), provided, however, that in no event will the monthly contribution per employee exceed thirteen dollars (\$13.00).

The Employer further agrees to contribute to said Legal Fund on behalf of part time employees, no more than a pro-rata amount, one-twenty-second (1/22), per day of the full monthly contribution made for each regular, full-time employee, for each day, or part of a day, actually worked.

Section 12.5. Scholarship & Education Fund. The Employer agrees to contribute One Cent (\$.01) per hour, up to a maximum of Three Dollars and Twenty-six Cents (\$3.26), per full-time employee per month (and up to a maximum of One Dollar and Sixty-three Cents (\$1.63) per part-time employee per month) to the Local 274 Scholarship and Education Fund.

Section 12.6. Training Fund. Upon receiving written notice that at least seven (7) UNITE HERE Local 274 employers have agreed to participate, the Employer will contribute Two Cents (\$.02) per hour for each employee to the UNITE HERE Local 274 Training Fund. The Union will be responsible for informing the Employer in writing of the proper procedure for remitting said contributions on a monthly basis.

Section 12.7. Remittances. The above payments shall be remitted to the respective Trust Funds for all employees covered by this agreement, as provided above, and said contributions shall be submitted monthly, together with a report of the employee data required by the Trust Fund, no later than the fifteenth (15th) day of the month following the month for which the contributions are to be made. The Employer shall not be responsible, in any matter whatsoever, for the expenditures of the respective Funds, and no individual employee or Employer shall have any claim thereto. Said monies paid by Employer to the respective Funds shall not constitute, or be deemed, wages or contributions due to any individual employee. It is understood that there will not be any duplication in daily or monthly payments for Health and Welfare or Retirement or Legal Fund.

Section 12.8. Eligibility for Contributions.

(a) If any regular, full-time employee who works regularly five (5) days a week, is laid off, but has worked at least five (5) days of the calendar month during which the layoff occurred, the Employer will pay the contributions due for that month to each of the respective Trust Funds.

(b) If any regular, full-time employee is absent from employment by reason of vacation, as specified under Article 13, or as a result of illness, accident or childbirth, not in excess of six (6) months, or is absent as a result of a leave of absence, not in excess of three (3) months, the Employer shall pay the contributions due during the period of said absence into the respective Funds.

ARTICLE 13. **VACATIONS**

Section 13.1. Each regular full-time employee shall be entitled to, after one (1) year continuous employment, two (2) weeks' vacation paid at his or her average hours worked during accrual period; after five (5) years continuous employment, three (3) weeks' vacation with pay paid at his or her average hours worked; after ten (10) years continuous employment, four (4) weeks' vacation with pay paid at his or her average hours worked; and after twenty (20) years continuous employment, five (5) weeks' vacation with pay paid at his or her average hours worked.

Section 13.2. Subject to Section 13.3, any employee who is laid off or who receives a leave of absence or who is absent due to illness, accident or Family/Medical Leave, between January 1 and June 1 of any year during the term of this Agreement, and who, at the time of said layoff or other specified absence, is continuously employed for two (2) years or more, shall be entitled to receive one-half (1/2) of the paid vacation at their average hours worked to which he/she, would normally be entitled under Section 13.1 above.

Section 13.3. Vacation entitlement shall be determined upon completion of the vacation eligibility year, which is twelve (12) months continuous employment from an employee's anniversary date.

Section 13.4. Vacation pay is computed on the employee's current regular hourly rate of pay. Tipped employees entitled to three (3) or four (4) weeks' vacation may, if they so desire, work the third and/or fourth week and receive one (1) week or two (2) weeks of vacation pay in addition to the wages and tips earned.

Section 13.5. Employees are eligible to take their vacations at any time up to twelve (12) months after their anniversary date. Employer shall, by May 15 of each calendar year, post a schedule of vacation time. In preparing said schedule, the Employer shall have the right to anticipate its inability to schedule vacation during certain business time. To the extent business needs permit, the normal vacation period shall be between June 1 and September 15 of each calendar year. Requests for vacation must be made no later than one (1) month following the posting of the available vacation time by the Employer. The Employer must respond within one (1) week of receiving an employee's request for vacation. Employees shall receive vacation pay and current wages at the time that the vacation commences. Vacation pay will be paid in a separate check.

Section 13.6. Continuous employment for regular full-time employees shall not be deemed to be broken or interrupted for purposes of vacation entitlement within the meaning of this Article in the event of any of the following: a leave of absence granted by the Employer, in writing, of three (3) months or less; absence due to a Family/Medical leave or accident, of six (6) months or less; layoff of six (6) months or less; or any combination of the foregoing not to exceed six (6) months in any twelve (12) month vacation eligibility year. Continuous

employment shall be determined as of the date of the commencement of the above periods. Upon return of the employee to employment, not later than the expiration of the above periods, the time of the continuous employment at the inception of such periods shall be carried forward to the time of such return to continuous employment and such time plus continuous employment worked thereafter shall be used to determine entitlement to vacation, subject to Section 13.3.

Section 13.7. Employees whose continuous employment entitles them to three (3) or four (4) weeks' paid vacation shall, subject to the foregoing conditions in Section 13.6 above, receive full vacation entitlement of three (3) or four (4) weeks' paid vacation for each and every vacation eligibility year in which absence due to leave of absence, illness, accident, Family/Medical Leave, or layoff does not exceed six (6) months in aggregate in any one (1) year. An employee whose continuous employment would normally entitle him or her to three (3) or (4) weeks' vacation, but whose absence during any vacation eligibility year exceeds six (6) months shall be deemed ineligible for receipt of vacation pay by reason of the said employee's interruption or break in continuous employment under this Article.

Section 13.8. In the event the Employer sells or discontinues the establishment prior to the period during which vacation may be taken, employees shall receive vacation pay earned based on continuous employment to that time. An employee who was permitted to schedule his/her vacation during a period in which a holiday falls will receive pay for the holiday (if he/she otherwise meets the eligibility requirement for holiday pay) or an additional day of vacation, at the Employer's option.

Section 13.9. Vacation periods for two (2) weeks or less may be split into separate groups of days upon mutual agreement. However, those employees entitled to three (3) or four (4) weeks' vacation with pay will receive the third and/or fourth week, at a time mutually agreeable to the Employer and employee, and may fall outside the normal vacation period.

Section 13.10. All regular part-time employees will receive one half of the full-time vacation entitlement as described in Section 13.1.

ARTICLE 14. **HOLIDAYS**

No employee shall have entitlement to paid holidays for the first one hundred twenty (120) days of employment. The following holidays for regular full-time employees who have been employed one hundred twenty (120) days shall be compensated at the rate of double (2 times) pay if worked, straight time pay if not worked.

New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
July 4th
Labor Day

**Thanksgiving
Christmas Day
Personal Holidays* (3)**

A holiday which falls on a Sunday but which is generally celebrated on the following Monday shall be treated as falling on the Monday and not the Sunday for the purpose of this paragraph. Regular part-time employees shall receive holiday pay only if the employee is scheduled and actually works on a holiday.

**ARTICLE 15.
SICK DAYS**

Each regular full-time employee shall be entitled to, after one (1) year continuous employment, four (4) sick days per year. Each regular full-time employee shall receive one additional sick day per year. The Employer agrees that part-time employees who average at least 1,300 hours per calendar year shall be allotted sick days on a pro-rata basis in proportion to the full-time standard allotment of sick days. Sick leave is not paid upon termination of the employment relationship and may not be forfeited in lieu of a cash payment.

**ARTICLE 16.
HOURS OF WORK AND OVERTIME**

Section 16.1. The workweek for all regular, full-time employees shall be forty (40) hours within a seven (7) day period. Days worked during the seven (7) day workweek need not be consecutive. This paragraph shall not be interpreted as granting employees a guaranteed workweek or workday.

Section 16.2. Overtime for all employees at the rate of time and one-half shall be paid for all work performed at Employer's request over eight (8) hours in any workday, or over forty (40) hours per week. Overtime shall be paid and shall not be compensated by giving employees time off.

Section 16.3. Extra or part-time employees shall not be used to replace regular, full-time employees.

Section 16.4. The regular workday must be completed within nine (9) hours, including meal breaks or other breaks not exceeding one (1) hour per day, from the time the employee reports to his or her station to the time he or she leaves the station.

Section 16.5. There shall be no regularly scheduled overtime except where necessary. Overtime shall be divided on a rotating basis. No one will be required to work more than a reasonable amount of overtime. If any employee has a reasonable excuse, that employee will not be required to work overtime.

Section 16.6. Subject to the foregoing, employees covered hereby will work such overtime as may be required by the Employer. Employer may reschedule its employees with five (5) days notice (schedule posted by Wednesday noon for the following Monday), excluding split shifts, as required. Provided, however, Employer may reschedule its employees with less than five (5) days notice due to an unanticipated business change or other change in circumstances beyond the control of the Employer. In any event, an employee whose schedule is changed without at least one day's notice shall receive a minimum of four (4) hours for the day he or she reported for work without having received notice of schedule change. The employees will clock in sufficiently in time to appear at their assigned stations at their scheduled starting time and shall work a full eight (8) hours or such other assigned time until their quitting time. Employees assigned to second and third shifts must call and notify their supervisor of absence at least three (3) hours in advance of scheduled starting time. If an employee is calling out at a time when their supervisor is not in, the employee must speak with the Night [Audit] Manager or another individual and provide the reason for calling out.

Section 16.7. There shall be no pyramiding of overtime or premium pay, but employees shall receive premium pay at the rate of two times (2x) their regular rate of pay for all hours worked on the seventh (7th) consecutive day of work within the standard workweek.

ARTICLE 17. **WAGES, HIRING RATE AND WAGE PROGRESSION**

Section 17.1. See **Appendix A.**

Section 17.2. Hiring Rate and Wage Progressions.

(a) Non-Tipped Employees. All such employees hired commencing June 1, 2008 shall receive a wage rate of One Dollar (\$1.00) below that employee's listed classification attached in Exhibit A. One (1) year after the date of employment, the employee will receive the rate set forth in the attached Exhibit A for his or her classification.

(b) Tipped Employees. All such employees hired commencing June 1, 2008 shall receive a wage rate of seventy-five cents (.75) per hour below that listed for the employee's classification in the attached Exhibits. One (1) year after the date of employment, the employee will receive the rate set forth in the attached Exhibit A for his/her classification.

Section 17.3. Where an employee performs work in a classification that is rated at higher pay than the employees regular classification, he or she shall receive the higher rated classification's pay for time worked in such higher classification.

Section 17.4. Employees in any classification at a "red circle" shall be guaranteed that higher rate if applicable and shall receive the same wage increase received by employees working for the minimum contract rate in that classification.

ARTICLE 18.
UNIFORMS, MEALS, LOCKERS

Section 18.1. The Employer shall furnish to its employees and shall furnish and maintain such other uniforms that it hereafter requires to be worn. This shall not include shoes. The furnishing and maintaining of all such uniforms shall be without charge to the employees. A Committee consisting of equal representation for Bargaining Unit Workers and Management (two each) shall meet at least twice a year or as needed regarding uniform replacement, size and laundering. The Employer will accept all recommendations of a majority of the Uniforms Committee, subject to the brand standards of the Hilton Hotels Corporation.

Section 18.2. When an employee is requested to stay overnight at the Hotel, he or she shall be provided with the appropriate meal or meals. When an employee is requested to work a double shift, he or she shall be provided with the appropriate meal or meals. If the Employer otherwise provides employees with a meal during an eight (8) hour shift, employees may be required to pay for a portion of the meal.

ARTICLE 19.
MANAGEMENT RIGHTS

All management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer. More specifically, the Employer reserves the right to establish and administer policies and procedures related to training, operations, services and maintenance of the Employer; to reprimand, suspend, discharge or otherwise discipline employees for cause and recall employees to work; to determine the number of employees and the duties to be performed; to maintain the efficiency of employees, to establish, combine or abolish any job classification, department, operation or service; to determine staffing patterns and areas worked; to schedule and reschedule work, work hours, days, shifts or weeks; to transfer and promote; to control and regulate the use of facilities, supplies, equipment and other property of the Employer, to determine the number, location and operation of divisions, departments and all other units of the Employer; to determine the assignment and reassignment of work, the qualifications required and the size and composition of the work force; to make or change Employer's rules, regulations, policies and practices not inconsistent with the terms of this Agreement; and otherwise generally to manage the Employer's facility, attain and maintain full operating efficiency, direct the work force, except as expressly modified or restricted by a specific provision of this Agreement.

Matters of inherent managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the Employer; standards of service and care; budget; utilization of new technology, equipment of methods; organizational structure and selection and direction of personnel. The Employer reserves the right to discontinue operations in whole or in part; to buy, sell, lease, transfer reorganize or close down all or any part of its operation; to determine the number and types of employees required, and to otherwise take such measures as the employer may

determine to be necessary to the orderly or economical operation of the Employer's facility. The above management rights are by way of example, but not by way of limitation.

ARTICLE 20.
FUNERAL LEAVE

After completing the probationary period, an employee shall be entitled to paid funeral leave not to exceed three (3) days in the event of death of parent(s), spouse, son or daughter, brother or sister, grandchild, parent-in-law, in-law domestic partner, and child under guardianship of employee, subject to satisfactory proof of death. In order to qualify as a domestic partner, the employee must provide proof of at least three of the following requirements:

- **Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property;**
- **Common ownership of a motor vehicle;**
- **Driver's license listing a common address;**
- **Proof of joint bank accounts or credit accounts;**
- **Proof of designation as the primary beneficiary for life insurance or retirement benefits, or primary beneficiary designation under a partner's will; and**
- **Assignment of a durable property power of attorney or health care power of attorney.**

An employee will be entitled to paid leave for the funeral of his/her mother-in-law or father in-law, provided the employee is living with the spouse, actually attends the funeral and was scheduled to work those days. An employee shall be entitled to be paid for the day of the funeral of a grandparent, provided the employee was scheduled to work that day. The Employer may request documentation.

ARTICLE 21.
JURY DUTY PAY

Employer agrees to compensate all regular full-time employees and all regular part-time employees who have completed their probationary period, the difference between the wages they would have received at their regular straight-time rate and the compensation they are actually receiving while serving as a juror for all time lost from their regular working hours, up to a maximum of ten (10) work days. This provision shall not apply if an employee volunteers for jury duty.

The receipt of a subpoena or notice to report for jury duty must be submitted immediately to the Department of Human Resources and the Employer may request that the employee be excused from such jury duty.

Employees are expected to return to work on those days when jury is not in session.

ARTICLE 22. **WORKING CONDITIONS**

Section 22.1. Soaps. Employer agrees that it will not require its employees to use strong soaps, solutions and washing powders that are injurious to employees.

Section 22.2. Schedules. Weekly schedules will be posted and kept at a conspicuous place so that department employees will have access to them.

Section 22.3. Bell Attendant. Where the Employer has control of the baggage of rated persons arriving at or leaving the Hotel as a part of a group or tour, and where the bill for guest rooms is paid by the organization booking such groups or tours, the bell attendants shall receive \$1.75 per rated person for check-in and/or checkout, provided, however, that if the Hotel has made a bona fide, written attempt to solicit inclusion of these charges and such organization has refused same, the Employer is not liable for the gratuity, provided the Union is notified.

Section 22.4. Inspection. The Employer may inspect the persons of an employee or any handbags or parcels carried by an employee in the presence of said employee; the employee may not refuse the inspection provided another bargaining unit employee is present. The Employer may enter and search the locker of any employee in the presence of any bargaining unit member. Each employee will deliver promptly to his or her Employer any money, jewelry, or other property that may be found on the premises of the Employer. If any money, jewelry or other property is not claimed by the true owner within a reasonable period of time, such money, jewelry or other property will be delivered to the finder.

Section 22.5. Cots and Cribs. The housekeeper will be paid an additional four dollars (\$4.00) for each and every shift that he or she makes up a cot or a crib in the room.

Section 22.6. Fines. There shall be no fines levied against any employees for any cause whatsoever.

Section 22.7. Ventilation. All kitchens, pantries, bake shops, laundries, locker rooms, and employees' cafeterias shall be adequately ventilated.

Section 22.8. Banquet Extras. Regular full-time or part-time non-banquet employees may be requested to voluntarily serve banquets.

Section 22.9. Mistakes. Employees shall be responsible for their own mistakes on checks.

Section 22.10. “Turns”. Head servers, hosts/hostesses, (not working “fronts”) shall not take a complete “turn” from a server or bell attendant by serving a guest except in emergency situations.

Section 22.11. Duties. Food servers may be required to sweep or mop floors, wipe tables, polish silverware, or pour own chasers at the bar. Food servers and bus persons shall, as necessary, pour juices, add fruits, dip, soup or ice cream or toast breads. Terrace servers shall pour juices, dip soup or ice cream, and toast own bread. Food servers may also be required to clear and bus tables when bus persons fail to report for work on the shift as scheduled.

Bus person classification shall include bar porter duties and bus persons may be assigned other duties as determined by management.

Section 22.12. Rotation. It is understood that the servers are to rotate stations.

Section 22.13. Gratuities. Management shall not interfere or be responsible for any gratuity arrangement or division of gratuities with respect to gratuities between employees except where arrangements are made to the contrary in this Agreement and as regarding banquets.

Section 22.14. Banquet Rate. Regular food servers and bartenders serving private parties in banquet rooms shall receive the banquet rate of pay. A regular food server or bartender required to serve a banquet shall be compensated at rates provided for banquet servers or bartenders.

Section 22.15. Bar Maintenance. Employer agrees that ice, bottled goods, glasses, bar, etc., are to be taken care of and cleaned by a kitchen-utility employee, a busperson/barporter assigned to perform these functions or a bartender when possible.

Section 22.16. Bell Attendants. Bell attendants shall relieve door attendants. Bell attendants, when requested, shall perform additional duties such as the delivery of newspapers, messages, brochures or packages to guests’ rooms. When management makes such a request, the bell attendant shall be paid \$.35 per delivery. When a bell attendant is not available, due to absence from his/her station or performance of other duties, management may assign this task to another employee.

Section 22.17. Room Service. Restaurant cashiers, when requested, will accept room service orders. Room Service Servers are required to return soiled trays and room service equipment to the kitchen.

Section 22.18. Wage Breakdown Reports. Wage Breakdown Reports will be posted for banquet employees in the Banquet Office on a monthly basis. This report will specify, by banquet, the wage and gratuity split for each banquet employee working that function.

Section 22.19. Coffee Breaks. When a server is required to perform coffee breaks (not current breakfast set up) and a gratuity is not charged, the server will receive compensation of \$7 per event.

Section 22.20. Water Cooler. The Employer will provide a water cooler in the break room.

Section 22.21. Banquet Furniture Breakdown. Banquet housemen will be paid \$25 in and \$25 out (maximum of two housemen) when required to breakdown the restaurant furniture by removing (and/or returning) at least ten (10) tables from the restaurant.

Section 22.22. No Busser. If no busser is assigned to the dining room on a shift, the busser's hourly wage will be split amongst the servers on duty.

Section 22.23. If a server receives a breakfast coupon which is designated "gratuity not included," the gratuity will be 10% of all coupons' face value, provided that the gratuity for a breakfast coupon will not be less than:

<u>Effective Date</u>	<u>Minimum Rate for Breakfast Coupon</u>
Current	\$1.50
10/1/2015	\$1.60
10/1/2016	\$1.70
10/1/2017	\$1.75

ARTICLE 23.
DRUG/ALCOHOL TESTING PROCEDURE

The Hotel retains the right to promulgate policies and rules applicable to testing individual job applicants for drug or alcohol use and for testing current employees for drug or alcohol use:

- 1. When there is a reasonable suspicion, displaying symptoms of abnormal behavior, demonstrating significant work performance problems.**
- 2. To aid the investigation of serious accidents.**
- 3. Prior to assignment in safety in sensitive positions.**
- 4. New employees during probationary period.**

5. When an employee is involved with an on-the-job injury which requires medical attention (unless the injury was caused by another employee).

The Hotel agrees that if an employee(s) recognizes that he or she has an alcohol or drug abuse problem and voluntarily identifies this problem to the Hotel, the Hotel will allow the employee(s) 45 days time off, without pay, to seek professional assistance (UNITE HERE's Assistance Program and/or the Hotel's Employee Assistance Program), The employee will be allowed to utilize any applicable contractual benefit for this absence. It should totally be the responsibility of the employee(s) to recognize the problem and come forward to the Hotel. The Hotel agrees to provide the employee(s) with a confidential method to contact professional assistance.

The Hotel will utilize the services of a mutually agreeable experienced testing service and if there is a change in the services, the Hotel will notify the Union for the sole purpose of notification.

ARTICLE 24.

**NON-DISCRIMINATION, RESPECT, EQUAL EMPLOYMENT OPPORTUNITY AND
WORKPLACE DIVERSITY**

Section 24.1. It shall be the policy of the parties to provide equal employment opportunity including opportunities to all qualified workers, and to administer this Agreement, irrespective of Union membership, race, color, creed, sex, age, national origin, disability, sexual orientation or the presence of a handicap except in those instances where the absence of a handicap may constitute a bona fide occupational qualification. The parties shall comply with all of the provisions of the Civil Rights Act of 1964 as amended.

The Employer and the Union are committed to a diverse workforce, consistent with and practicing equal employment opportunity and engaging in cooperative efforts to maintain an environment that supports and encourages the contribution of all employees. The parties will strive to achieve a workplace environment respectful of diverse cultures of the workforce. The Employer and Union are proud of the diversity of the workforce, and the benefits that diversity brings to the industry. The Employer and the Union will act in good faith to outreach to the community.

Section 24.2. The Union and Employer recognize that workers in the hospitality industry are professional employees deserving of the highest regard. The parties agree that the continued success of the operation of the Employer's establishment is dependent on their mutual respect for one another's work. The Union, the Employer, the non-Union and Union employees

will work together to honor the principles of respect and dignity and to ensure that there is no hostile work environment.

ARTICLE 25.
PROTECTION OF IMMIGRANT WORKERS

Section 25.1. Discharge or Suspension of Employees based on Information regarding their immigration status and/or authorization to work in the United States

(a) In the event the Employer is legally required to suspend or discharge an employee with a one (1) or more years of service based on information and/or documentation obtained concerning his or her immigration status and/or authorization to work in the United States, the Employer shall provide any such suspended or discharged employee with one (1) year period in which he/she may be reinstated to employment upon presentation of documentation and/or information establishing his/her right to be employed by the Employer, provided such position has not been eliminated or is on layoff, and provided further that this paragraph shall be subject to the applicable seniority, layoff or recall from layoff provisions of this Agreement.

(b) Upon his/her reinstatement under this Article, any such employee shall be granted the seniority held by the employee on the date of his/her suspension or discharge.

Section 25.2. In the event that the Employer is served with a validly executed search or arrest warrant related to an employee's immigration status and/or authorization to work in the United States, the Employer shall, to the extent possible, arrange for questioning of such employee by the legal authority to occur in as private a setting as possible in the workplace.

Section 25.3. The Employer shall grant employees excused, unpaid absences (if employee does not have available paid time), provided the employee has provided the Employer with one weeks' prior notice, for the following purpose:

- To attend any appointments scheduled by the United States INS or State Department with respect to the immigration or citizenship status of the employee or his/her spouse, child or parent. The Employer may require proof of the appointment and/or proof of the family relationship.

Section 25.4.

(a) The Employer shall not disclose confidential information or documents from workers or applicants for employment as to their immigration status except as required by law.

(b) The Employer shall not disclose confidential information concerning workers to any person or government agency except as required by law or in response to the lawful directive of such agency. Confidential information includes names, addresses, and social security numbers.

(c) If an employee requests that the Employer change his/her records regarding his/her name or social security number because of a clerical, language or other error, and the Employer can lawfully do so, it will do so and such change will not prejudice the employee's seniority or other rights under this Agreement (this does not include an employee who has intentionally provided false information on his/her employment application).

(d) Should an INS agent demand entry into the Employer's premises or the opportunity to interrogate, search or seize the person or property of any employee, then any Employer shall promptly notify the Shop Steward or the Union directly if the Shop Steward is unavailable. The Employer shall not permit the INS to enter the premises without a valid warrant or, in the case of the inspection of I-9 forms, without seventy-two (72) hours notice. The foregoing shall not require the Employer to deny the INS or the Department of Labor access to I-9 forms, as required by law.

ARTICLE 26. **SUBCONTRACTING**

The Employer agrees not to subcontract any position or job duty currently covered by this Agreement and in service at the Hotel without agreement of the Union.

ARTICLE 27. **UNION RIGHTS**

When workloads change, the Employer shall meet with the Union to discuss reasonable staffing levels in any department. The Employer also agrees to provide the Union, upon request, with all relevant information that the Employer tracks, maintains and considers in making staffing and scheduling policy and decisions.

- **Business and occupancy levels**
- **Whether employees are getting all contractual breaks**
- **Loss time due to injuries on the job**
- **Customer satisfaction**
- **All other relevant factors including, but not limited to, contractual provisions and health & safety guidelines**

Nothing in this Article shall preclude the Union from exercising its rights under the National Labor Relations Act and any other Article of this Agreement, provided, however, that the scope of any review by the National Labor Relations Board, an arbitrator, or any other agency or court is limited to whether the Employer meets with the Union.

ARTICLE 28.
SHOP STEWARD LEAVE

During the term of this Agreement and with adequate advance notice to the Employer of not less than ten (10) days, Union Shop Stewards who have been identified in writing by the Union will be granted two (2) days of leave per year with pay at their normal hourly rate for educational training to be conducted by the Union.

ARTICLE 29.
PROTECTION OF BARGAINING UNIT WORK

Section 29.1. Employees in charge of a room or department who have the power to hire and fire, or to effectively recommend hiring and firing, and who perform bargaining unit work, may continue to perform such work, and shall not be required to become members of the bargaining unit, provided that the time expended on bargaining unit work, except in case of bona fide emergencies, does not exceed twenty percent (20%) of the working time calculated over any period of two (2) consecutive months.

Section 29.2.

(a) It is agreed that for the purposes of this Article, the seating of guests by headwaiters, head hostesses and coffee shop managers shall not be deemed bargaining unit work within the calculation of the foregoing twenty percent (20%) limitations on the performance of bargaining unit work over a period of any two (2) consecutive months. The Employer agrees that other bargaining unit work, exclusive of the seating of guests shall not, except in the case of bona fide emergencies over any period of two (2) consecutive months, exceed twenty percent (20%) in the case of such employees. It is understood that if any such employee performs bargaining unit work in excess of the twenty percent (20%) limitation, said employee shall either cease to perform work in excess of the twenty percent (20%) limitation or said employee shall become a member of the bargaining unit and become subject to the provisions of this Agreement.

(b) It is further understood that the twenty percent (20%) limitation on the performance of bargaining unit work shall also apply to the following category of employees: executive housekeepers, provided that bona fide emergencies shall be excluded from the calculation of the twenty percent (20%) work limitation. Any questions arising under this Article shall be subject to the arbitration provisions of Agreement.

(c) The parties agree that the executive chef and the chief engineer at the Hilton Garden Inn are not subject to this provision because of the nature of the operation and the size of the Hotel, provided he/she is not scheduled to do bargaining unit work or intentionally eliminating bargaining unit hours.

ARTICLE 30. **PROMOTIONS**

The Employer shall notify the Union of all job openings within the bargaining unit in order to provide employees the opportunity to advance. In order to be eligible, a qualified employee must have completed their probationary period and have a good performance and attendance record.

ARTICLE 31. **RULES AND REGULATIONS**

Section 31.1. The Employer may continue, and from time to time may change, such rules and regulations as it may deem necessary and proper for the conduct of its business, including but not limited to the requirement that employees execute forms intended to promote the overall efficiency of the Employer and employees, provided the same are not inconsistent with any of the provisions of the Agreement. All such rules and regulations shall be observed by the employees.

Section 31.2. Copies of changes in rules and regulations will be submitted by the Employer to the Union in writing. If the Union does not object to changes within seven (7) business days after receipt by certified mail, they shall be deemed in full force and effect and the Union waives its right to challenge the reasonableness of the Rules or Regulations. New rules and regulations adopted pursuant to this procedure shall be subject to grievance and arbitration as outlined in this agreement.

ARTICLE 32. **BANQUETS**

Section 32.1. Banquet Percentage. When banquet food servers and bartenders are requested not to take up a collection, arrangements shall be made in advance between

management and the customer to see to it that the banquet food servers and bartenders shall receive fifteen percent (15%) on all food and liquor.

Section 32.2.Division of Beverage Service Charge. When Beverage service is part of the same affair, the food service personnel shall receive one-third (1/3) of the service charge and the bartenders shall receive two-thirds (2/3) of the service charge, provided that the food service personnel actually serve alcoholic beverages. Additionally, when servers staff a table bar and pour alcoholic beverages from that bar, the server shall receive bartender's hourly rate for such hours worked.

Section 32.3.Regularly Scheduled Banquet Servers Job Scheduling. Regularly scheduled banquet servers (a.k.a. "chaingang" members) who pass on 20% or more of the jobs offered per calendar quarter will lose their spot on the chain gang.

Section 32.4.Banquet Functions. On all Banquet Functions, menus and prices are to be posted on the day of the function.

Section 32.5.Regular Banquet Food Servers. Regular banquet servers shall be considered as steady employees and shall not lose seniority because of extended periods of lack of work.

Section 32.6.Posting. Except for last-minute bookings, the work schedule for steady banquet servers shall be posted by 2:00 p.m. the previous day. For last-minute bookings, management will call the next server in order. The Hotel shall make its best efforts to distribute extra covers to qualified employees irrespective of whether they are regular or extra servers.

Section 32.7.Guest Food.When the guests furnish all or part of the food or drinks at any function, the gratuities paid to the banquet servers and bartenders shall be figured on the Employer's normal selling price for such food and drinks.

Section 32.8. Fringe Benefits. All regularly-scheduled banquet employees with at least one (1) year of service will be eligible for paid time off benefits under this Agreement (i.e., vacation, holiday, sick, jury duty) on a pro-rated basis (based on hours worked during the prior year).

ARTICLE 33. **SUCCESSOR LANGUAGE**

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 majority ownership of the Employer, the Employer shall give the Union reasonable advance notice thereof in writing, which shall be no less than thirty (30) days. 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.

ARTICLE 34. HEALTH & SAFETY

Section 34.1.General.

The Company shall make reasonable provisions to assure the safety and health of employees during their hours of work.

Section 34.2.Safety Committee.

The Employer will establish a safety committee consisting of equal amounts of Bargaining Unit Workers and Management (two each) to meet and resolve safety issues in the workplace. The Employer will carry out all recommendations of a majority of the Safety Committee, provided such recommendations would not require the Employer to violate its obligations under the law.

Section 34.3.Compliance with Laws.

(a) **General.**The Company shall fully comply with all federal, state and local standards, laws and regulations on health, sanitation, and safety, including all regulations of the local fire department.

(b) **Hazardous Materials.** The Company shall post on a continual basis a written Hazard Communication Plan which complies with the OSHA standard, in the language of the employees and shall ensure that all containers of hazardous materials are fully and properly labeled. The Company shall provide the hazardous materials training required by this plan on an annual basis.

(c) **Supervisory Training.**All supervisors shall be fully trained on their own responsibilities for compliance with both these laws and standards, as well as with the other provisions of this Article.

Section 34.4. Protection from Bloodborne Pathogens.

(a) **Exposure Control.** The Company shall create and comply with a written plan for Exposure Control for Bloodborne Pathogens. This plan shall be continually posted, in the language of the employees, and copies provided to employees readily on request.

(b) **Protective Equipment.** For employees with potential occupational exposure, such as skin contact, to blood or other potentially infectious materials, the Company shall provide appropriate personal protective equipment as recommended by the Health and Safety Committee. This shall include (but is not limited to) gloves, gowns, coats, face shields or masks,

and eye protection. Personal protective equipment will be considered “appropriate” only if it does not permit blood or other potentially infectious materials to pass through to or reach the employee’s clothes, skin, eyes, or mouth under normal conditions of use. The Employer shall repair or replace personal protective equipment as needed to maintain its effectiveness, at no cost to the employee. Disposable (single use) gloves, such as surgical or examination gloves shall be replaced as soon as practical when contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised.

(c) **Handwashing Facilities.** The Company shall provide handwashing facilities which are readily accessible to employees.

(d) **Training.**The Company shall provide to all employees with occupational exposure a training program which includes all the material required by the OSHA standard. The program shall use training materials appropriate in content and vocabulary to educational level, literacy, and language of employees, and provide an ample opportunity for questions and answers about the training.

Section 34.5. Protection from Heat Stress.

The Company shall provide an adequate number of clean drinking fountains or bottles of water and clean cups to allow easy access by employees for frequent drinking.

Section 34.6. Protection from Ergonomic Hazards.

Following a discussion and recommendation from the Safety Committee, the Company shall establish an Ergonomic Program to protect employees from back and shoulder injuries and any other repetitive strain disorders.

Section 34.7. Sanitation.

All rest rooms shall include adequate lighting, mirrors, floor mats, and sinks with hot and cold running water. They shall be fully supplied with soap, paper towels, and tissues. The rest rooms must be kept free of clutter and in a sanitary condition. The rest rooms must be open during working hours, lunch and rest periods.

Section 34.8. Safety Committee Training.

The committee members shall receive adequate training for the performance of their duties. The Union representatives shall also be entitled annually to paid leave for two (2) days per year to attend a Union safety and/or health training program during normal working hours.

Section 34.9. Safety Training.

No employees shall be required to work on any job with which they are unfamiliar until they have received adequate safety training in the performance of the operation. The Company shall conduct training on at least an annual basis for employees exposed to hazards, or where the safety committee deems it necessary. Such training shall cover the requirements of any relevant laws or standards covered by this Article, and include annual fire/emergency drills and other necessary life safety training. All fire exits shall be properly labeled.

Section 34.10. Refusal To Work.

Prior to refusing to work, employees must consult a member of the safety committee about a health or safety matter. Such employees shall be allowed to leave their work, without loss of time or pay for the consultation, provided they have notified management about the health and safety matter and that they are leaving their station.

It shall not be a violation of this Agreement for an employee to refrain from performing work assigned to him/her that would expose such employee to a hazard that has a real danger of death or serious injury to his/her health or safety. Such employees will not be subject to discharge or disciplinary action.

An employee who refrains from work under this provision shall have the right to consult a member of the health and safety committee as soon as possible. If three (3) or more members of the committee find that the work in question has a real danger of death or serious injury, no employee shall be assigned to such work until it is made safe. Until the work is made safe, any employee who had been assigned to the work in question shall receive full wages at his/her regular rate of pay and he/she may not be transferred to a lower-rated job if the bumping of a junior employee is involved. Any employee who exercises his/her right to refrain from work pursuant to this section shall not be deprived of any right or benefit he/she would have earned in the absence of such refusal.

In the event that the Union members of the health and safety committee are not available to consider the safety of a job at the time the safety is questioned by an employee, any deduction of the employee's pay for time lost shall be restored upon the determination by three (3) members of the health and safety committee that the complained-of condition has a real danger of death or serious injury.

ARTICLE 35.
HOUSEKEEPING

Section 35.1. The standard daily room quota for housekeepers working an (8) hour shift will be 16 rooms.

Section 35.2. For rooms made up beyond the applicable daily room quota in an eight (8) hour day, the employee will receive additional pay equal to one-third($\frac{1}{3}$) of the base hourly rate

then in effect for room attendants for each room made up over the quota. In year 3 of the Agreement, this rate will increase to one-half(½) of the base hourly rate then in effect for room attendants.

Section 35.3. On Sundays, the daily room quota will be reduced to fifteen (15) rooms.

Section 35.4. When a room attendant is assigned to three (3) different floors during a daily shift (or when he/she is assigned a Deep Cleaning on a scheduled shift), the daily room quota for that attendant shall be reduced by one (1) room. When a room attendant is assigned to four (4) different floors during a daily shift, the daily room quota for that attendant shall be reduced by two (2) rooms.

Section 35.5. Room attendants with at least twenty (20) years of service with the Employer shall have their daily room quotas reduced by one (1) room.

Section 35.6. Housekeepers will not be required to move unusually heavy furniture or turn mattresses.

Section 35.7. The Safety Committee will address issues concerning repetitive strain injuries, quotas, training, and retention.

ARTICLE 36. **SHOP STEWARD AND UNION LEAVE**

Section 37.1. Employees covered by this Agreement shall be eligible for a special unpaid leave up to thirty (30) days for Union business. Requests for such leave shall be given with reasonable notice of at least fourteen (14) days and shall be granted so long as such leave does not interfere with staffing requirements as determined by the Employer. No more than four (4) employees (cumulative) can be on such leave simultaneously, with no more than one (1) employee from any department. During such special leave, the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority. The Employer will pay health and welfare benefits for any partial month that an employee is on Union leave, provided, however, that annually the Employer will pay ninety (90) days maximum for partial monthly benefits for all employees cumulatively who take such leave.

Section 37.2.The Employer shall grant a Union Leave of Absence without pay and benefits to employees for the purpose of attending Union-sponsored events, serving as an organizer or in an appointed position. For Union Leaves of Absence for (2) weeks or less, the Union shall provide the Employer with two (2) weeks' notice. For Union Leaves of Absence in excess of two (2) weeks and less than six (6) months, the Union shall provide the Employer with thirty (30) days' notice. No more than three (3) employees may exercise such leave at any one time, and no more than two (2) from any one department.

(a) During such Union Leaves of Absence, the Employer shall continue to make health insurance and pension payments for the employee and shall be reimbursed by the Union

for those payments. The Employer's obligation to pay holidays shall cease for the duration of the Union Leaves of Absence.

(b) If an employee holds full-time status at the commencement of such Union Leaves of Absence, the duration of such leave shall be considered full-time work for the purpose of calculating the employee's eligibility for benefits upon returning to work (i.e., there shall be no loss of eligibility for benefits, full-time status, paid time off or seniority resulting from the Union Leave of Absence).

(c) In cases where the time of the Union Leave of Absence is such that the employee would not have sufficient time to use their accrued vacation before their anniversary date, the Employer shall pay out the accrued time.

(d) All Union Leaves of Absences shall be in writing and executed by the Employer, Union and employee.

ARTICLE 37.
TERMINATION OF AGREEMENT

This Agreement shall continue in full force and effect from September 23, 2015, until the 31st day of May, 2019, and thereafter from year to year, unless either party at least sixty (60) days prior to the expiration date or any succeeding yearly expiration date, gives notice of a desire to change, amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year aforementioned.

HILTON GARDEN INN

UNITE HERE LOCAL 274

Signature: _____

Signature: _____

Print: _____

Print: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Print: _____

Print: _____

Date: _____

Date: _____

Appendix A

Union Employees Minimum Wage Rates

Job Classification	Rate Effective January 1, 2015 (Current Rate)
Bartenders/Banquet Servers*	\$12.13
Bell Captain*	\$11.74
Bell Person*	\$8.77
Bus Person*	\$10.16
Cook**	\$17.13
Food Server*	\$8.83
Houseperson – Banquets**	\$16.06
Houseperson – Housekeeping**	\$16.06
Hostess**	\$16.98
Lead Line Cook**	\$18.39
Maintenance Engineer I**	\$18.91
Maintenance Engineer II**	\$20.34
Room Attendant**	\$16.06
Room Inspectress**	\$17.06
Room Service*	\$10.16
Steward**	\$15.70

*Employees receive \$0.75 less than this rate during their first year of service

** Employees receive \$1.00 less than this rate during their first year of service

Scheduled Wage Increases

Hourly Increase Effective Date	10/1/15	4/1/16	10/1/16	4/1/17	10/1/17		4/1/18	10/1/18	4/1/19
Non-Tipped Employees	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10		\$0.15	\$0.15	\$0.15
Tipped Employees	\$0.10		\$0.10		\$0.10			\$0.10	

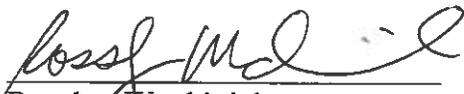
MEMORANDUM OF AGREEMENT

This Agreement is made this 31st day of May, 2019, by and between UNITE HERE Local 274 (the "Union") and the Hilton Garden Inn Hotel Philadelphia Center City (the "Employer").

The Union and the Employer are parties to a collective bargaining agreement ("CBA") which will expire May 31, 2019.

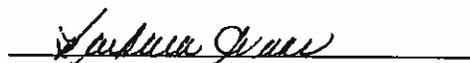
In order to facilitate negotiation of a successor CBA in an atmosphere conducive to reaching agreement, the Employer and the Union hereby agree to extend the expiration of the CBA until midnight of July 31, 2019. All economic terms of the successor CBA will be retroactive to June 1, 2019 unless the successor CBA explicitly states otherwise.

For the Union:



Rosslyn Wuchinich
President
Date 5/31/19

For the Employer:



Barbara Evans
Date 5-31-19