

AGREEMENT

BETWEEN

THE CLEVELAND UNION HOTEL COUNCIL

**(UNITE HERE, LOCAL 24, INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 416, INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 18, AND IATSE, LOCAL 756)**

AND

**HILTON MANAGEMENT LLC d/b/a
HILTON CLEVELAND DOWNTOWN**

OCTOBER 1, 2018 – SEPTEMBER 30, 2023

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THIS AGREEMENT, made, entered into and effective this first (1st) day of October 2018 to remain in full force and effect to and including the thirtieth (30th) day of September 2023 and thereafter under the terms hereof, by and between HILTON MANAGEMENT LLC, as operator of HILTON CLEVELAND DOWNTOWN (hereinafter designated as the “Employer”) and THE CLEVELAND UNION HOTEL COUNCIL (UNITE HERE Local 24; International Brotherhood of Teamsters, Local 416; International Union of Operating Engineers, Local 18; and IATSE Local 756) (hereinafter designated as "Union"), acting on behalf of the employees employed by the Employer.

ARTICLE 1

PURPOSE

The parties enter this Agreement committed to their continuing cooperative efforts, mutual success, and providing opportunities for employees. The parties recognize that they each improve their own likelihood of success through mutual cooperation and respect.

Both parties are committed to making Hilton Cleveland Downtown (hereinafter designated as the “Hotel”) a successful hotel, entertainment, leisure, and convention destination, which respects the dignity, value, and labor of the employees who make the success possible. Working together, the parties will ensure that guests will visit and return to Hilton Cleveland Downtown. Through the dedication, hard work, and delivery of exemplary guest service, the employees of Hilton Cleveland Downtown will satisfy the guests’ expectations

It is the parties’ goal to provide an environment in which every guest achieves the highest level of satisfaction with their visit, and the employees who create this environment are treated with fairness, dignity and respect.

The parties will display the utmost care of the customer and clientele and will provide the public exceptional courtesy and respectful consideration and treatment.

It is in the interest of both parties that the Employer’s facility may grow in popularity and increase in efficiency, volume and scope and that the revenue and resulting profit from its operations may become greater.

ARTICLE 2

TERMS AND CONDITIONS

In consideration of the covenants set forth herein, the Employer agrees that all of the employees described in Article 3 (Recognition) shall be employed under the terms hereof, and the Union agrees that all employees represented by it hereunder will work according to the terms and conditions of this Agreement during the term thereof.

ARTICLE 3

RECOGNITION

A. The Employer recognizes the Cleveland Union Hotel Council as the sole bargaining agent for all regular full time, regular part time, and on-call housekeeping employees, food and beverage employees, bellpersons/doormen, banquet employees, maintenance engineers, shipping and receiving employees, and, if utilized, on-site laundry workers, but excluding all rooftop bar/nightclub employees, order takers, PBX operators, front desk, recreational, parking, concierge, secretarial, office clerical and sales employees, all banquet captains, and all managers, sous chefs, housekeeping supervisors, food and beverage supervisors, and other supervisors, and guards as defined in the National Labor Relations Act.

B. The Union may supply to the Employer candidates it believes to be qualified for open bargaining unit positions. Applicants for employment shall be referred by the Union to the Employer on a non-discriminatory basis and will have access to the application process on the same non-discriminatory basis as all other applicants.

C. The Employer shall be the sole judge of the qualifications of all applicants and retains the right to reject any applicant for employment referred by the Union without recourse through this Agreement.

D. The Employer may continue to use its existing background investigation procedure for the safety of all employees and Hotel guests. However, the Employer shall not obtain or review the financial credit history or credit reports concerning any employee covered by this Agreement, except for applicants applying for positions that have purchasing, invoicing or cash handling responsibilities.

ARTICLE 4

CONDITIONS OF EMPLOYMENT

A. 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, and those who are not members on the effective date of this Agreement shall, as of the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing of 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, on and after the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing of the Union. An employee shall be considered to be in good standing within the provisions of this Article if he or she tenders the periodic dues and the initiation fees uniformly required as a condition of acquiring and retaining membership in the Union or pays the service fee.

B. In the event any employee neglects, fails or refuses to comply with the provisions of Article 4, Section A by the timely tender of the periodic work fees, dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union as defined in Section A, the Employer agrees to suspend without pay for twenty-one (21) days the employee in question and to notify the employee of his obligation under this Article, within seven (7) days of receipt of a written request to that effect from the Union. Upon complying with the provisions of this Article, the employee shall return to work immediately. If the employee fails to comply with this provision within the twenty-one (21) day suspension he shall not be permitted to work in any position covered by this Agreement.

C. The Union shall indemnify and save harmless the Employer against any and all claims, demands, suits and other forms of liability for action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 5

VOLUNTARY POLITICAL CONTRIBUTIONS

The Employer agrees to honor voluntary political contribution deduction authorizations from its employees in accordance with the forms and specifications provided by each respective Union party to this Agreement.

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

ARTICLE 6

CHECK-OFF

A. The Employer agrees to a payroll deduction of uniform initiation or reinstatement fees and membership dues and work fees in the Union in accordance with each Union's Constitution, By-Laws and specifications, provided the Employer has received from each employee on whose account such deductions are made a written assignment authorizing such deductions. Such assignment authorizing such deductions shall be irrevocable for one (1) year following the date upon which it is signed or one (1) year from the anniversary date of this Agreement, whichever period is shorter, and for successive periods of one (1) year, unless written notice of termination is given to the Employer and the Union not more than twenty (20) days, nor less than ten (10) days prior to the expiration of each one (1) year period thereafter.

B. Until such an authorization is revoked, the Employer will send to the Union the amount deducted pursuant to such an assignment no later than the tenth (10th) day of the following month of such deduction and shall provide a report to the Union on a mutually compatible electronic format of the names and Social Security numbers of the employees for whom the

deductions were made and the amounts of each deduction. The Employer agrees to deposit such report on the Union's secure FTP (file transfer protocol) site.

C. The Union shall provide the Employer with at least thirty (30) days' notice of any change in any initiation fees, reinstatement fees, or membership dues.

D. Each month, the Employer shall furnish to the Union, on a mutually compatible electronic format on the Union's secure FTP site, a list of all bargaining unit employees including the name, social security number, job classification, date of hire, current address, current telephone number and rate of pay.

E. Until such time as the Union establishes a secure FTP site, the Employer agrees to send the information required in Sections B and D via secure U.S. Mail or other secure document mailing service or transmission method.

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

ARTICLE 7

CONTRIBUTIONS AND DEDUCTIONS

No employee shall be required to subscribe to any form of insurance or to make any contribution to, or any deduction from, his/her wages except as required by law or this Agreement.

ARTICLE 8

PAY DAY

Pay day shall be bi-weekly. Any payroll corrections, not payment, shall be made within four (4) calendar days of notification to the Employer of such an error, assuming the error is verified. Any payment resulting from a payroll correction shall be made as soon as practicable, except that, for verified errors of fifty dollars (\$50.00) or more, payment shall be made within seven (7) calendar days of notification to the Employer of the error.

ARTICLE 9

POSTING AGREEMENT/UNION BULLETIN BOARD

A. The Employer agrees to post a copy of this Agreement.

B. The Employer shall provide three (3) bulletin boards, under glass and locked, of the size approximately 36 x 48 inches for the exclusive use of the Union. The Union bulletin boards

are to be confined to the posting of official Union business. The Union agrees not to post notices that defame Hilton or any of its management or supervisory personnel. All Union notices which appear on the Union bulletin boards shall be posted and removed by the Union Staff Representative or his/her designee.

ARTICLE 10

SUCCESSORS

In the event that the Employer voluntarily sells, transfers, or assigns all of its right, title, or interest in the operation covered by the Agreement or substantially all of the assets used in such operation (or any part thereof in a permanent transaction), 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 a condition to any such voluntary sale, assignment, or transfer the Employer will obtain from its successor or successors in interest a written assumption of this Agreement including a promise that the successor or successors shall retain the Employees employed in each of the units represented by the Union (subject to changes in the level of staffing) and retain facially valid I-9 forms maintained by its predecessor in interest without re-verifying the work authorization status of any Employee for whom Employer provides to the successor a facially valid I-9 form, and furnish a copy of the written assumption agreement to the Union, in which event the assignor shall be relieved of its obligations hereunder to the extent that the assignor has fully transferred its right, title or interest. The foregoing provisions concerning I-9 forms shall not apply where no such forms are required by domestic law, or where applicable law mandates the successor without regard to any voluntary election by the successor, to require bargaining unit employees to complete new I-9 forms, and shall not prohibit the successor(s) from taking reasonable actions and/or requiring employees to take reasonable actions to correct material omissions and errors in I-9 forms received from a predecessor. Nothing in this provision shall be construed to require the Employer or any successor to employ individuals who are not authorized to work in the United States, or to prohibit the Employer or any successor from conducting an E-Verify review of I-9 forms received from a predecessor if such E-Verify review is mandated pursuant to the Employer's or successor's status as a Federal Government contractor or by other provision of law. 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 Article.

ARTICLE 11

NO STRIKE/NO LOCKOUT

A. Both the Union and the Employer recognize the service nature of the hotel business and the duty of the Employer to render continuous and hospitable service to the public in the way of lodging, food and other necessary hotel accommodations. Therefore, for the life of this Agreement, neither the Union or any of its agents, nor any of its members, will call, engage in, participate in or sanction any strike; sympathy strike; refusal to cross a picket line; stoppage of work; mass absenteeism or "sick out;" picketing of the hotel; slow down; sit-down; sit-in; walkout;

boycott; refusal to handle merchandise or any other interference with any guest or any tenant at the Hotel, while he or she is a guest or a tenant occupying a room or space, who sells or exhibits non-union-made merchandise or employs non-union help; or any other coordinated interruption, interference, or disruption of the operations of the Employer. The Employer agrees that it shall not lock out its employees or any part of its employees during the life of this Agreement.

B. In the event of any prohibited conduct as described above, the Union agrees to cooperate with the Employer in bringing the same to an end. There will be no liability on the part of the Union if the Union complies sincerely and in good faith with this obligation. The Employer shall have the right to discipline any employee or employees engaging in conduct in violation of this Article, up to and including discharge.

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

ARTICLE 12

MANAGEMENT RIGHTS

Except as set forth in this Agreement, the Employer retains the exclusive right to manage the Hotel and direct the workforce as is necessary to carry out its business. This right includes: the exclusive right to plan, determine, direct and control the nature and extent of all operations, including the retaining, combining, expanding, reducing, altering, selling, and closing operations or the business; to determine the nature and quality of goods and services to be produced and provided; to use independent contractors or third parties to perform work or services except as otherwise provided for in this Agreement; to install, upgrade, introduce, consolidate or remove any new or improved service methods, work procedures, facilities, materials, equipment, machines, supplies, products and/or technology; to require employees to participate in training and to determine the type of training; to hire employees from any source; to transfer, promote, demote employees, or lay off employees for lack of work or other business reasons; to temporarily transfer or reassign a bargaining unit employee to another bargaining unit position the employee has the skills and ability to perform due to another employee's absence for any reason; to determine staffing levels; to schedule the work force, including, but not limited to, establishing starting times, quitting times, and the number of hours as necessitated by the business; to establish or eliminate job classifications; to establish the qualifications, work duties/content, and performance standards for all job classifications; to promulgate, amend and enforce reasonable policies, work rules, and procedures affecting safety and working conditions, including, but not limited to, drug and alcohol and attendance policies and dress standards, work rules, and other policies governing conduct and performance ("Work Rules"); to discipline and discharge for just cause; and in all respects to carry out, in addition, the ordinary and customary functions of management, whether listed above or not.

Nothing in this Article shall nullify, waive or otherwise curtail the Union's right to bargain regarding the effects of management decisions.

The non-exercise by the Employer of management functions identified in this Article shall not constitute a waiver of the right of the Employer to exercise such function.

ARTICLE 13

DEFINITION OF EMPLOYEES

A. Regular Full-time: A regular full-time employee is regularly scheduled to work thirty (30) hours per week or more.

B. Regular Part-time: A regular part-time employee is regularly scheduled to work less than thirty (30) hours per week.

C. On-Call: An on-call employee is not regularly scheduled. On-call employees act as occasional workers who supplement the regular workforce when a large volume of business is expected. The Employer shall employ on-call employees only as follows:

1. Banquet Department: On-call Banquet Servers/Bartenders (“B List” Servers/Bartenders)
2. Kitchen Department (Culinary): Up to two (2) Cooks

D. Temporary/Agency: Temporary/agency employees may be utilized in accordance with Article 18 (Temporary Work). A temporary/agency employee has a determined length of service, as provided for in Article 18 (Temporary Work), and is not covered by this Agreement.

E. All employees, other than “temporary/agency employees,” shall accrue seniority in accordance with this Agreement.

F. Regular full and part time employees are eligible for benefits as specified in this Agreement. On-call and temporary employees are not eligible for benefits.

ARTICLE 14

JOB CLASSIFICATIONS

A. If the Employer determines that an additional job classification(s) is necessary, the rate of pay for the new classification(s) shall be established by slotting the new classification(s) into Exhibit B – Wage Rates according to the relative value of the job classification(s) as compared to existing job classifications. The Union has the right to request negotiation regarding the new rate of pay, but the only issue which shall be subject to negotiation shall be whether or not the new classification(s) was properly slotted into the wage structure according to the relative value of the new job classification(s) as compared to existing job classifications. The Employer shall not be obligated to employ any persons in classifications included in Exhibit B – Wage Rates should the Employer’s operation change so as to render any such classification unnecessary.

B. Job content shall determine job; mere change in title or classification shall not exempt such employees or classifications from this Agreement.

C. Except as otherwise provided in this Agreement, the Employer will not normally or routinely require an employee to work outside of his/her classification. When an employee is temporarily assigned to a different classification with a higher wage scale job, s/he will receive such higher wage scale for the time worked on the job. An employee who is temporarily assigned to a different classification with a lower wage scale job will receive his/her regular wage scale for any such work.

D. Nothing in this section shall preclude employees, who are available to work due to temporary slow periods in their primary classification, from being scheduled to work in other departments when work is available, provided the employees are qualified to perform the work as determined by the Employer. Subject to such qualification, employees may be scheduled for available work in accordance with Article 25 (Multiple Classification Work). Nothing in this section guarantees an employee overtime or premium pay.

E. The Employer shall be permitted to continue to require employees to perform all duties that, as of the effective date of this Agreement, were customarily performed by employees in their classification due to a specific, planned and intended operational efficiency (e.g. Bell/Door), even if such duties traditionally are performed by employees in separate or different classifications in other hotel bargaining units represented by the Union.

ARTICLE 15

LATERAL SERVICE

The Employer and Union recognize that providing exceptional service to Guests has been and is a key to the success of the Hotel and its employees. To that end, every employee covered by this Agreement shall have the responsibility to provide “lateral service” to any Guest(s), and the Employer shall have the right to reasonably assign any employee(s) to perform lateral service for any Guest(s).

“Lateral Service” means doing whatever is necessary to meet the immediate needs or reasonable desires of a Guest. The obligation to provide Lateral Service requires that all employees help out as needed, where needed and until such need has been satisfied, and the Guest(s) has been provided the finest personal service possible. Lateral Service involves employees helping other employees irrespective of their job description, job classification, job title or compensation. This concept is to provide the most complete service through the combined efforts of all employees – management, non-management, bargaining unit and non-bargaining unit employees combined. Lateral Service is not intended to be a temporary transfer or a reassignment of the employee’s job classification. Lateral service shall not involve an adjustment of pay or benefits, except as provided in this Agreement. The parties further agree that the employees best qualified to satisfy

a Guest request are those whose normal classification duties include the action(s) required by the Guest. To this end, the Employer agrees to staff for anticipated business needs.

If an employee is asked to provide Lateral Service to a Guest, and as a direct result is unable to fully perform his/her normal job responsibilities, he/she shall not be disciplined for such failure to perform his/her normal job responsibilities.

The Union recognizes that the essence of the Employer's commitment to service excellence is a commitment by each employee to such service excellence. The Union further supports the Employer in attempting to continuously improve the efficiency of all systems and processes designed to satisfy the needs and expectations of every Hotel customer. The Union shares the Employer's goal of never losing a single customer.

ARTICLE 16

SUBCONTRACTING

A. Except as provided in Section B, the Employer agrees that there shall be no new subcontracting of work or services currently performed by members of the bargaining unit without prior agreement with the Union; except that subcontractors may provide casual miscellaneous help in accordance with Article 18 (Temporary Work) where their use is necessitated by the absence of required employees who are covered by this Agreement; it is agreed, however, that such use must be intermittent and cannot extend beyond the period of demonstrable need.

B. The Employer may subcontract out the work identified in Exhibit A.

ARTICLE 17

BARGAINING UNIT WORK

The Employer may direct Supervisors, Managers and any other persons not covered by this Agreement to perform work otherwise performed by bargaining unit members under the following categories or circumstances:

- A. Training;
- B. Demonstrations;
- C. Testing;
- D. Troubleshooting;
- E. To maintain requisite quality levels;
- F. To address immediate guest needs;
- G. Emergencies or urgent circumstances;
- H. To address a staffing shortage, provided that no qualified bargaining unit member is on lay-off, all available and qualified bargaining unit members have first been offered the work, and the work is not being done by a Supervisor, Manager, or non-bargaining unit employee as a substitute for hiring an additional regular bargaining unit employee(s);

- I. By mutual agreement with the Union.

ARTICLE 18
TEMPORARY WORK

The Employer may continue to use temporary/agency workers who are not covered by this Agreement under the following circumstances: (1) where their use is necessitated by the absence of required employees who are covered by this Agreement; (2) where such use is intermittent and does not exceed the shorter of the period of demonstrable need or ninety (90) cumulative days, per temporary/agency worker; (3) no bargaining unit employee is displaced by a temporary/agency worker; (4) no bargaining unit employee is on lay-off in the specific classification/department where the temporary/agency worker is to be used or is otherwise denied an opportunity to work; and (5) the temporary/agency worker(s) is/are not being used as a substitute for hiring an additional regular bargaining unit employee(s).

ARTICLE 19
DISCRIMINATION

A. There shall not be any discrimination against any employee on account of membership in or activity on behalf of the Union, provided such activities do not interfere with the regular duties of the employee.

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

C. It is agreed by both parties hereto that for the purpose of carrying out and enforcing the terms of this Agreement, the authorized Representative of the Union, who shall be designated by written notice to the Employer, shall have the right of visiting and entering the establishment of the Employer at reasonable hours. An authorized representative shall normally carry out his/her duties in non-working areas, such as the employee locker room and cafeteria, but shall have access to working areas (with the exception of occupied guest rooms) if the purpose of the visit requires. Under no circumstances shall an authorized representative interfere with the work of any employee(s) or guest service. Such designated representatives must provide advance notice to the Employer or its designated representative. Notification is considered contacting Human Resources, the Security Office, or the Manager on Duty (MOD) before visiting the Hotel and advising whether access to a working area is required.

D. The Employer and the Union shall not discriminate against any employee or applicant for employment and agree to observe all applicable State and Federal laws pertaining to discrimination. Nothing in the Agreement shall be construed as inconsistent with, or as requiring the Employer to act in any way inconsistent with, the Americans with Disabilities Act of 1990.

E. The Union shall have the right to designate Union Committee Members and Shop Stewards. The Shop Stewards shall not interfere with the management of the business or work of any employee but may advise the Employer of any alleged violation of this Agreement. The Union shall notify the Employer in writing of the names, and departments of any employee(s) selected as a Shop Steward. The Employer does not have to recognize an employee as a Shop Steward until such time as written notice as described above is received from the Union. Shop stewards (one per meeting) may be given time off from their scheduled shift without loss of pay to participate in grievance meetings with management which have been scheduled at mutually convenient times. The Employer will not discriminate against Union Committee Members and Shop Stewards in the proper performance of their Union duties provided that such duties do not unreasonably interfere with the Committee Member/Steward's regular work or with the work of other employees.

ARTICLE 20

DIVERSITY

The Employer and the Union are committed to a comprehensive approach to a diverse workforce, practicing equal employment opportunity and engaging affirmative efforts, to create and maintain an environment that supports and encourages the contribution of all employees. The Employer and the Union pledge to have a productive and hospitable environment for current employees and potential applicants that invites a workforce reflective of the diversity in the greater Cuyahoga County area. The Employer is committed to respect the needs of the current diverse workforce. The Employer and the Union are proud of that diversity and the benefits it brings to the Hotel and the hotel industry in general.

Upon the request of the Union, the parties will convene a Diversity Committee at a mutually convenient time and place which will include representatives of the Union and representatives of the Employer. The work of the Committee may include:

A. To continue an Outreach program that informs and educates the Community about job opportunities and availability in the Hotel.

B. To review and make suggestions to the Employer regarding career opportunities and advancement (which may include training, retention and promotion practices) with respect to members of the African-American and broader diverse community members.

C. To continue to work with existing Community job development and training programs.

The work of the Committee will not supersede any rights of the Employer and the Union in this Agreement.

ARTICLE 21

IMMIGRATION

In the event the Employer is notified by U.S. Immigration and Customs Enforcement (ICE) that an immigration audit or an investigation is being initiated, or when the Employer receives No Match letter(s) from Social Security, the Employer shall notify the Union in writing within a reasonable time, and upon the Union's request, agrees to meet with the Union to discuss the nature of the problem or investigation to see if a resolution can be reached. Whenever practicable, this meeting shall take place before any action by the Employer is taken.

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

Upon request, employees shall be released for up to five (5) unpaid working days per year during the term of the Agreement in order to attend to ICE proceedings and any related matters for the employee and the employee's immediate family (parent, spouse, and/or dependent child). The Employer may request verification of such leave.

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

If the employee needs additional time (beyond 12 months) to obtain proper work authorization as described in the previous paragraph, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of six (6) additional months. The parties agree that such employees would be subject to a probationary period in this event.

The Employer will not verify authorization of any non-probationary employee to work in the United States through E-Verify or the Social Security Administration's Social Security Number Verification Service, unless required by law.

ARTICLE 22

REPORT FOR WORK

When the Employer orders an employee to report to work and said employee is not put to work, he/she shall receive pay, at the regular rate of pay, for the number of hours he/she actually works or four (4) hours, whichever is greater.

ARTICLE 23 **SENIORITY/PROMOTIONS/TRANSFERS/LAYOFF**

A. Seniority

1. Hotel seniority shall be defined as the first day worked for the Employer at the Hotel.

2. Classification seniority shall be defined as the first day worked in a specific job classification in a specific department and shall be utilized for preference in work schedules, layoffs, and recalls within each department and job classification (as more fully described in Article 24, Work Week and Work Schedules, and below). Each outlet at the Hotel subject to the Agreement (restaurant, bar, room service etc.) is considered a separate unit for purposes of classification seniority. Where employees possess the same classification seniority, preference will be given to the employee with the greater Hotel seniority.

3. In cases where two or more employees' start dates are the same, both Hotel and Classification seniority shall be determined by a lottery according to the following procedure, witnessed by representatives of the Employer and the Union: Affected employees' names shall be drawn, the first name drawn shall have first seniority, the second name drawn shall have second seniority, and so forth.

4. In no event shall any employee, regardless of seniority, have the right to any specific assignment or schedule in the absence of an opening, except when returning from authorized leave of absence or vacation, or when there is a significant change in the nature of the operation within the specific department or unit (as described in Section A.2). In the event of such a change, the revised schedule, as determined by the Employer, will be open to the affected employees who will choose their line schedules in accordance with Article 24 (Work Week and Work Schedule) and subject to Section D.4 below, where applicable.

5. Seniority will be lost under the following circumstances:

- a. Discharge for just cause
- b. Resignation
- c. Layoff and not recalled within nine (9) calendar months

d. Failure to report to work or notify the Employer for three (3) consecutive scheduled work days

e. If the employee fails to report to work after receiving an Employer notice by telephone, email, or registered mail of recall mailed to his/her last address and/or email address, as reflected by Employer records. At the time of layoff, the Employer will confirm correct contact information and preferred method of communication with the laid off employee. The employee shall report to work from layoff within the time period required (of not less than one (1) week) after being notified by the Employer unless unable to do so due to medically documented disability, serious illness rendering the employee unable to work, or complication related to pregnancy (in which case an alternate time will be determined by the Employer).

f. If the employee is absent for any reason for a continuous period of more than the employee's length of service or twelve (12) months, whichever is less (unless extended by mutual agreement), except as otherwise may be required by law or provided for in Article 29 (Leaves of Absence).

6. Classification seniority will be lost if changing job classification, unit, or department (as those terms are used herein).

B. Promotions/Transfers

1. A job opening occurs when the Employer determines that a bargaining unit position is available, or when the Employer adds a position in a bargaining unit classification. The Employer agrees to post available job openings in the bargaining unit for a period of five (5) calendar days. During that posting period, the Employer shall not be limited from filling the available opening(s) temporarily on an immediate basis. Qualified employees shall be permitted to bid on available openings. The Employer shall consider such factors as performance, skill, experience, and seniority when selecting the employee to be awarded an available position. If, in the judgment of the Employer, performance, experience, and skill are equal amongst applicants, seniority shall be the determining factor. The employee who is awarded the position shall be transferred into the new classification as soon as practicable after such position is awarded, but not later than fourteen (14) days after such position is awarded.

2. In selecting candidates seeking transfers or promotions to vacant positions, the Employer shall be permitted (but not required) to condition such transfer or promotion on passing a verbal and/or written test to determine qualification, if applied to all candidates for the position. The test and required passing score shall be determined by the Employer in its discretion, except that the test shall consist primarily of objective, job-related questions and/or auditions. In the event that more bargaining unit employees pass all required tests than there are vacancies, selections shall be made based on the factors identified in Section B.1.

3. In the event an employee transfers to another unit (as described in Section A.2 above) or job, he shall be given a trial period of thirty (30) working days. If the Employer determines that the employee is unqualified in the new position, he/she may transfer said employee back to the previous position immediately without loss of classification seniority in the old location. If the employee requests to return to the previous position within the thirty (30) day period, he/she will be returned at the first available opening without loss of classification seniority. By mutual agreement between the parties, a trial period may be extended by an additional thirty (30) working days.

C. Probationary Employees

Newly hired employees with the Hotel shall be considered to be on introductory status during the first ninety (90) days of employment with the Employer. Upon mutual agreement between the Union and the Employer the introductory period may be extended for an additional thirty (30) days. The Union will not unreasonably withhold agreement if requested by the Employer. During the introductory period, an employee shall be subject to termination at the sole and absolute discretion of the Employer and such termination shall not be subject to grievance and/or arbitration by either the Union or the employee. All other terminations shall be for just cause. Upon completion of the introductory period, the employee's service shall date back to the first day worked.

D. Layoff

1. If it is necessary for the Hotel to lay off employees in a particular department or unit (as described in Section A.2), classification seniority within that department or unit shall control. Employees in the affected job classification(s) who have been in those positions the shortest length of time shall be the first to be laid off. Recalling shall be done in inverse order.

2. An employee placed on layoff who had transferred or been promoted from one to another job classification covered by this Agreement within twelve (12) months of the effective date of the layoff, may use his/her seniority in his/her former classification to "bump" back to that classification for the duration of the layoff.

3. A layoff at any time shall not operate as a detriment to the employee with respect to his seniority status prior to the time of layoff (except as in Section A.5.c above).

4. The Employer shall have the right to shut down rooms, departments, outlets, and facilities, or portions thereof; to open up new rooms and facilities; and to change and modify procedures in rooms and facilities. Displaced employees shall be given consideration in the staffing of a new room or facility in advance of other candidates but must successfully complete Employer determined processes to determine if the employee has the necessary qualifications in order to be selected for a position.

ARTICLE 24
WORK WEEK AND WORK SCHEDULES

A. Work Week

The Hotel work week shall commence at 12:00 am on Friday and end at 11:59 pm on Thursday or such other reasonable days and times as may in the future be established by the Employer upon twenty-one (21) days' prior notification to the Union. The Employer supports the principle of providing employees with two (2) days off during the workweek and will normally schedule employees for two (2) consecutive days off where business and operational needs permit. The Employer will schedule days off consecutively to the maximum extent practicable, subject to the operational requirements of the business as determined by the Employer. The normal workweek for regular full-time employees shall consist of eight (8) hours in a day and forty (40) hours in a week, subject to business or operational needs and the following:

1. The Employer may schedule shifts of between six (6) and eight (8) hours in all outlets (including room service). The Employer may additionally schedule shifts of four (4) hours specifically in the lounge/bar. The Employer's use of shifts of less than eight (8) hours shall not result in the loss of full-time status, as defined in the Agreement, for regular full-time employees.

2. The Employer may schedule a workweek of four (4) shifts of ten (10) hours each.

Nothing in this Section, Article, or Agreement shall be construed as a guarantee of minimum or maximum hours of work per day or per week, or of the number of hours of work per week, per shift or per schedule.

B. Work Schedules

1. Work schedules shall be posted in a conspicuous place, or places, and shall specify shift start and end times. Schedules shall be organized by department or unit, then by classification, with employees' names listed in order of seniority. The Employer reserves the right to use an electronic version of the work schedule exclusively, as long as employees have reasonable access to electronically posted work schedules, including all changes, to the originally "posted" schedule, and the Union is given a minimum of twenty-one (21) days' advanced notice of any substantive modification to the electronic system, including transition to an exclusively electronic system. Upon the Union's request, the parties shall meet and confer within seven (7) days of the Union's request regarding the system's compliance with this Article.

Final work schedules for the week commencing on Friday shall be posted no later than 5:00 pm on Tuesday. The posted schedule shall not change except in case of reasonably unforeseen circumstances. In the case of a schedule change, the Employer shall post to the

department schedule and communicate directly to the affected employee(s) any changes a minimum of twenty-four (24) hours in advance of the change. If an employee's schedule is changed with less than twenty-four (24) hours' notice, the employee's failure to report in accordance with the change will not result in disciplinary action unless the employee commits to the schedule change in question.

2. In determining work schedules, the Employer shall give preference to an employee's wishes on a seniority basis within each job classification. Schedules will be created based on business and operating needs. To the extent business and operational needs permit, employees shall have fixed starting times and fixed schedule of working days. Changes may be made in accordance with seniority and with the intent to preserve the most stable schedules possible for regular employees. The Employer shall use its best efforts to the extent consistent with business needs to schedule senior employees in the various departments with the maximum straight-time hours available in the department, provided the affected senior employee(s) desire such a schedule. It is the goal of the Employer and the Union to create full-time work and maximize the number of full-time employees in the bargaining unit.

3. Employees shall be scheduled so as to provide for at least a ten (10) hour span between shifts, unless mutually agreed to in writing between the employee and the Employer. It is the Employer's intent to schedule as long a span between shifts as possible, subject to fluctuations in business, operational needs, and availability of employees.

4. An employee who leaves work voluntarily and with management approval, prior to the end of his/her scheduled shift, will be paid for his/her actual hours worked. If the Employer determines that reduced staffing is appropriate or necessary due to lack of business or other legitimate operational reasons, it will first seek volunteers in classification seniority order. If there are insufficient volunteers, the Employer may require employees to leave prior to the completion of their shift in reverse order of classification seniority. Any employee directed by management to leave prior to the completion of his/her shift shall be paid a minimum of four (4) hours or for his/her actual hours worked, whichever is greater, unless directed to leave work for misconduct or disciplinary reasons.

5. In cases of emergency, for example, flood, fire, earthquake, power-loss, equipment failure, employee call-ins, and unexpected changes in business, the Employer may be required to call in extra employees. Upon request, the Employer will show telephone logs or other proof of its attempt to contact employees in accordance with seniority to report to work.

6. This Article shall not apply to Banquets employees, whose scheduling shall be addressed in the Banquets Supplement.

ARTICLE 25

MULTIPLE CLASSIFICATION WORK

Employees may opt to work additional hours in an alternative classification (i.e., a classification other than the employee's primary classification) for which they are qualified, pursuant to the following procedures:

A. If the Employer determines a business need, it will post in a central location for training in particular classifications which the Employer has determined are available as alternative classifications. The Employer shall determine whether an employee is qualified for the alternative classification based upon his/her skill and ability and performance during the training. Employees certified as qualified for alternative classifications through training, along with any employees already qualified to work in an alternative classification as of the effective date of the Agreement, will be the only employees able to sign up for additional hours/shifts through the procedures described in this Article. Employees shall not accrue seniority in an alternative classification.

B. When the Employer determines that extra hours or shifts are available in a classification, it will post a sign-up sheet in a central location with the "extra shifts" or "additional hours". The sign-up sheet shall include columns asking for employee name, Hotel seniority date, and whether the employee has been certified as qualified in the position. The Employer has the discretion to withdraw hours or shifts at any time, which decision shall not be subject to the grievance and arbitration provisions of this Agreement. If the Employer withdraws hours or shifts, the notice provisions in Article 24 (Work Week & Work Schedules) shall not apply, and employees will be notified as soon as practicable.

C. The hours/shifts referenced in Section B will be awarded as follows: Employees within the classification have first access to the hours/shifts by classification seniority. Employees qualified for the position as an alternative classification that sign up for the hours/shifts would then be awarded the hours/shifts in question by Hotel seniority, except as otherwise provided below. The Employer has the discretion to deny an employee additional hours/shifts in accordance with this Section and Article if the hours/shifts would constitute overtime or premium pay of any kind. If employees in the classification and employees qualified for the position as an alternative classification would both incur overtime or premium pay, and if the Employer determines that the hours/shifts will still be offered, employees within the classification shall be awarded the overtime or premium pay first as provided for in Article 36 (Overtime).

D. Employees qualified to work in a position as an alternative classification cannot be forced to work overtime in an alternative classification.

E. Employees working in an alternative classification shall receive the rate of pay corresponding to the alternative classification for hours worked in that classification.

ARTICLE 26

TRAINING/MEETINGS

A. If an employee is required to attend a meeting or training session during a non-scheduled workday, such employee shall be compensated for a minimum of four (4) hours at his/her regular rate of pay.

B. If an employee is required to attend a meeting or training session immediately preceding or following such employee's scheduled day, compensation shall be for the actual time of the meeting or training session.

C. If an employee is required to attend a meeting or training session which does not begin immediately preceding or following such employee's scheduled day, the following shall apply:

1. If the meeting or training session takes place two (2) or less hours before or after the employee's shift, compensation shall be for actual time of the meeting or training session.

2. If the meeting or training session takes place more than two (2) hours before or after the employee's shift, employee shall be compensated for a minimum of four (4) hours.

D. Subject to Employer's Tuition Reimbursement Policy, after six (6) months of employment, all full time employees are eligible for tuition reimbursement.

E. The Employer and the Union agree to convene Joint Labor Management meetings, as needed, at mutually agreeable times throughout the term of the contract to discuss workplace issues and potential resolutions to those issues. Each party shall select its representatives to such meeting. Neither party shall unreasonably refuse to meet if so requested.

ARTICLE 27 **MEALS AND BREAKS**

A. Meals

The Employer shall continue to provide one (1) meal per shift without cost to all employees. The meals shall be fresh and of reasonable variety. Employees scheduled and/or assigned to work overtime, in excess of twelve (12) hours, shall receive an additional meal.

B. Breaks

The Employer shall provide one (1) unpaid thirty (30) minute meal break and two (2) paid fifteen (15) minute breaks per shift of eight (8) or more hours and one (1) paid fifteen (15) minute break for shifts of at least four (4) hours, but less than eight (8) hours. The Employer shall make its best efforts to schedule meal breaks as close as possible to the middle of the employee's

shift, subject to business needs. If an employee is required by management, due to business needs, to work six (6) or more hours into his or her shift, the employee shall not be required to take the meal break but may do so at his/her option, as long as proper staffing coverage is available and the employee's request to forego a meal break does not result in overtime or the payment of premium pay of any kind. Paid fifteen (15) minute breaks shall be scheduled by management according to business needs.

All breaks, paid or unpaid, shall be taken in designated break areas only. Employees seeking to leave the property during an unpaid break must receive prior management approval.

ARTICLE 28

UNIFORMS AND LOCKERS

- A. All uniforms shall be furnished, maintained, and laundered by the Employer.
- B. The Employer shall furnish sufficient rubber aprons and boots for use by employees required to use steam or water hoses.
- C. The Employer shall furnish a minimum of two (2) hats to all Stewarding and Culinary employees. Replacement hats shall be provided due to reasonable wear and tear.
- D. The Employer shall furnish a hat, scarf, and a pair of gloves for each Bell person. A sufficient supply of winter coats shall also be made available for use by Bell persons when working outside during winter months.
- E. All employees shall be permitted to wear one official Union button, no greater than one and one half (1.5) inches in diameter, while on duty.
- F. Lockers: The Employer shall continue to provide for its employees sanitary toilets and dressing rooms and an individual locker for each regular employee, with a lock, free of charge. The parties recognize that there may be instances when a locker is temporarily unavailable for reasons beyond the Employer's control. In those circumstances, the Employer will provide the employees impacted with a secure area to store their personal belongings until a locker becomes available. On-Call employees shall have access to a secure area for the storage of personal belongings while on shift. An employee whose locker is to be inspected by the Employer has the right to be present and may request the presence of a Union Steward. If a Union Steward is unavailable without undue delay, the employee may request the presence of another bargaining unit employee. Locker inspections shall not be unduly delayed due to the unavailability of the employee, a Union steward, or another bargaining unit employee as described in this Section.
- G. Fumigation of Lockers: Except in cases of emergency, the Employer shall post written notice on the locker room door at least one (1) week prior to when lockers are to be emptied for fumigation. If the Employer must empty an employee's locker of the employee's belongings,

such belongings shall be bagged and labeled with the employee's name and locker number and placed in a secure location for retrieval. A Union Steward or Representative may be present when security and/or management review lockers to ensure that they have been cleared in advance of fumigation. This process shall not be unduly delayed due to the unavailability of a Union Steward.

ARTICLE 29

LEAVES OF ABSENCE

A. The Employer may, in its discretion, grant unpaid personal leave to an employee with one (1) year or more of continuous service who requests such a leave (the duration to be agreed upon between the Employer and the employee). An employee granted such a leave must arrange to pay in advance and before the leave is taken any benefit premiums or other deductions due during the employee's absence.

B. Upon twenty-one (21) days' written notice from the Union, including the duration of the leave, leaves of absence without pay or benefit accrual shall not be unreasonably denied to employees with more than one (1) year of continuous service for up to a total of six (6) months during the term of this Agreement, which may be taken consecutively, for purpose of accepting employment with the Union. The employees shall be entitled to return to their former position with no loss of seniority. The Union agrees that employees on Union leave will not be assigned to work as a representative or in any other capacity at the Hotel, another Hilton, or any other Hilton brand property. The Union leave will be limited to a total of seven (7) employees during the term of this Agreement with no more than two (2) employees on Union leave at any one time, as long as they are not from the same unit or department. The Union must give the Employer at least two (2) weeks' written notice before an employee returns to work from Union leave if the return-to-work date is different from the original date requested.

ARTICLE 30

BEREAVEMENT LEAVE

A. A regular employee bereaved by the death of a member of his/her immediate family shall be granted time off with pay up to a maximum of five (5) days for each occurrence.

B. Immediate family shall be defined as the employee's spouse, domestic partner, parent, grandparent, sibling, child, grandchild, child's spouse, spouse's or domestic partner's parent, grandparent, child, grandchild or sibling.

C. The employee shall supply verification of the need for bereavement leave to the Employer upon request.

D. Upon approval of the employee's manager, available paid time off (PTO) may be used for additional leave as necessary.

ARTICLE 31
JURY SERVICE

A. Whenever a regular full-time employee covered by this Agreement is summoned for Jury Service and makes a prompt application to his/her immediate supervisor and is directed to the Human Resources Department and then is excused from regularly scheduled work and reports for Jury Service and furnishes the Employer with a certification of Jury Service, signed by an official of the court reflecting jury pay received, the employee shall be paid the difference between jury pay received and the amount s/he would have normally received for his/her regularly scheduled straight time hourly rate.

B. Jury service pay shall not exceed ten (10) days in any one (1) calendar year.

C. An eligible employee who is called for Jury Service and loses time from work, but is not accepted, released, or his/her services are terminated, must report to his/her job promptly, provided that three (3) or more hours of work time remain on his/her regularly scheduled shift.

D. The Employer reserves the right not to excuse an employee for Jury Service when such employee's services are needed by the Employer because qualified replacements are not available or the employee's absence would result in a hardship on the Employer, if the Employer can get the employee excused from Jury Service.

ARTICLE 32
PAID TIME OFF

A. Eligibility: All regular full and part time employees are eligible for Paid Time Off ("PTO") pursuant to the terms set forth in this Article.

B. PTO Application: PTO is a flexible benefit that replaces traditional vacation, holiday, sick and personal time.

C. Accrual: An employee's PTO bank consists of the number of days the employee has available to take off from work with pay. The number of PTO days an employee can earn each year is based on his/her years of service and is reflected in the chart below. The amount an employee actually earns may vary, based on hours worked. For example, a full-time employee who has worked for the Employer for two (2) years can earn up to twenty two (22) days, or one hundred and seventy six (176) hours, per year. New employees start earning PTO time on their first day of employment and are eligible to use earned PTO starting after ninety (90) days of continuous employment. An employee's PTO balance shall be shown in the employee's account on the payroll system.

Completed Years of Service	Regular Employees	Hours Worked Per Week*	Days Earned Per Year*	Hours Earned Per Year*	Accrual Factor	Maximum Hours Allowed in PTO Bank
0-3	FT	40	22	176	0.084615	176
	PT	20	11	88	0.084615	
4-6	FT	40	26	208	0.100000	208
	PT	20	13	104	0.100000	
7-8	FT	40	28	224	0.107692	224
	PT	20	14	112	0.107692	
9-14	FT	40	32	256	0.123077	256
	PT	20	16	128	0.123077	
15+	FT	40	33	264	0.126923	264
	PT	20	16.5	132	0.126923	

***The above-listed days/hours of PTO earned per year assume that an employee always works the number of weekly hours listed in the “Hours Worked Per Week” column. The amount of PTO actually earned will vary depending on factors such as years of service and hours worked.

D. Carry-Over: An employee does not lose any days left in his/her PTO bank at the end of a year. Any remaining days in the employee’s PTO bank carry over to the next year, subject to the maximum allowable hours referenced in the chart above. An employee who carries over the maximum number of hours for which he/she is eligible may not earn additional PTO until his/her total hours is reduced below the maximum.

E. PTO scheduling: PTO shall be scheduled throughout the calendar year, based on availability and in accordance with departmental practice. PTO requests shall be approved or denied as requested and shall not be split into separate groups of days unless the requesting employee consents.

F. Use of PTO: PTO must be used in increments of not less than one (1) hour.

H. Cash Out: Employees who are eligible to use PTO may cash out up to forty (40) hours of banked but unused PTO time during the Employer’s open enrollment period each calendar year. PTO cash out money shall be paid out on a check separate from the employee’s regular pay check.

I. Pay Out Upon Termination: Banked PTO balances for those employees with more than ninety (90) days of continuous employment will be paid out upon termination.

ARTICLE 33
HEALTH & WELFARE

A. From the Date of Ratification through December 31, 2020, the Employer shall continue to offer regular full-time employees with health care coverage to include medical, prescription, dental, vision, short term and long term disability and life insurance, which eligibility requirements, plans and coverage shall be on the same terms and conditions as may be applicable to similarly situated non-Union employees, except as otherwise provided in Sections A.2 and A.3 below. Employer subsidy and employee co-premiums for medical, prescription, and dental plans shall be determined as follows:

1. Date of Ratification through December 31, 2018: Employee co-premiums for such plans shall remain the same cost as set by the Employer for Open Enrollment 2017.

2. From January 1, 2019 through December 31, 2019: The Employer shall set its subsidy level to eighty-five percent (85%) of the total premium for the lowest cost Silver level plan for both single and dependent coverage. The same dollar amounts associated with the Employer subsidy for each such lowest cost coverage tier (i.e. single, employee plus spouse, employee plus child(ren), employee plus family) will be the Employer subsidy of the total premium for all carriers and metallic levels offered, provided that the minimum employee contributions per month shall be the same as those applicable during the 2018 plan year.

3. From January 1, 2020 through December 31, 2020: The Employer shall set its subsidy level to eighty seven (87%) of the total premium for the lowest cost Silver level plan for single coverage, and eighty-five percent (85%) of the total premium for the lowest cost Silver level plan for dependent coverage. The same dollar amounts associated with the Employer subsidy for each such lowest cost coverage tier (i.e. single, employee plus spouse, employee plus child(ren), employee plus family) will be the Employer subsidy of the total premium for all carriers and metallic levels offered for the year in question, provided that the minimum employee contributions per month shall remain at the same percentage of the total premium as in 2018.

B. Effective January 1, 2021, and for the duration of this Agreement thereafter, the Employer shall offer medical, prescription, dental, vision, life and ADD and short-term disability benefits for eligible employees (as defined in Section C.5) through UNITE HERE HEALTH Hospitality Plan, instead of the Hilton health plan, in accordance with the provisions below. Beginning with the 2021 plan year, employees shall no longer be eligible to participate in Hilton health insurance or any of the following Hilton offered benefits: life insurance; supplemental life insurance; spouse/dependent life insurance; child life insurance; AD&D; Metlife insurance (legal, auto, pet, accident, critical illness, and hospital indemnity); business travel accident insurance; healthcare spending account; dependent care spending account; short term disability; long term disability; parental and maternity leave; adoption assistance; the Employee Assistance Program (EAP); or any other benefit associated with or connected to Hilton benefits.

C. UNITE HERE Health Hospitality Plan

1. Trust Language

a. Effective January 1, 2021, the Employer agrees to contribute for each eligible employee covered by this agreement to UNITE HERE HEALTH Hospitality Plan (“Fund”) for the purpose of providing health and welfare benefits under UNITE HERE HEALTH Plan (“Plan”), or such new, merged or consolidated plans as may be adopted by the Trustees. Said contributions shall be submitted electronically together with an electronic report of the employee data required by the Fund in the format prescribed by the Fund, no later than the fifteenth (15th) day of the month preceding the month for which contributions are to be made.

b. The Employer agrees and acknowledges that if it fails to supply the electronic payments and reports in the format required by the Fund (which may be in Excel format until such time as the Employer’s online account is established), the Fund will have no obligation to process the report or payment until it is submitted electronically and such report will be considered late and subject to interest, liquidated damages and late fees under the Fund’s collection procedures. Additionally, the Union and the Employer acknowledge that the Employer’s late report may result in a delay in the benefits of otherwise eligible employees.

c. The Employer and the Union agree to be bound by the Agreement and Declaration of Trust (“Trust Agreement”) of the Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement 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 Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

2. Start Up List: No less than sixty (60) days before implementation of the Plan as described herein, the Employer shall provide the Fund with the following information in the electronic manner required by the Fund. The Union and the Employer acknowledge that if this information is not provided in an electronic format at least sixty (60) days before the implementation of the Plan as described herein, benefits to otherwise eligible employees may be delayed beyond the effective date.

- a. Social Security Number (provided under such security measures as customarily used by contributing employers that are affiliates of the Employer)
- b. First Name
- c. Last Name
- d. Birth Date
- e. Address
- f. City

- g. State
- h. Zip
- i. Phone Number
- j. Email Address, if known
- k. Hire Date
- l. Current Coverage

3. Change in Employee Status: In addition to providing the monthly report and payment set forth in Section C.1, the Employer must report to the Fund, no later than the last business day of the month of the change, any changes in the status of an employee that affects that employee's coverage (new hires, newly eligible, terminations, layoffs, FMLA leave, disability). If the Employer fails to timely report such change, the Employer must pay the entire contribution for that employee, including any co-premium normally paid by the employee, for the subsequent month and each additional month until the status change is reported to the Fund.

4. Employee Co-Premium Reporting: This Agreement requires all eligible employees to pay a portion of the monthly premium through payroll deduction. As a result, the Employer agrees to specify the total amount of contributions being submitted by the employee, the total amount of contributions submitted from the Employer and the total contribution amount on the monthly electronic report required by the Fund.

5. General Provisions:

a. The Employer shall contribute to the Fund for all eligible participating employees. An eligible participating employee is defined as an employee who is designated as a regular full time employee that is regularly scheduled to work thirty (30) hours per week or more, as determined under the Hilton healthcare plan, and who enrolls in the Plan and agrees to remit the required applicable co-premium.

AND

b. The Employer will begin making contributions to the Fund for all eligible employees who elect contributions to the Fund upon the earlier of (a) the first of the month following or next coinciding with the completion of ninety (90) consecutive calendar days of employment, or (b) completion of 1020 hours of service. The Employer shall promptly report all new hires to the Fund as required in accordance with Section C.3 of this Article.

6. Plan Options (starting January 1, 2021):

a. New hires: Any employee hired after October 1, 2019 of this Agreement and who otherwise meets coverage eligibility requirements shall be eligible to enroll only in the Silver Plus Plan. Such employee shall be eligible for enrolling in either the Gold Plus or Silver Plus Plan at the first open enrollment period following one (1) calendar year of

employment. For example, if an employee is hired March 1, 2021, that employee shall have the option to select the Silver Plus Plan. In order to switch to the Gold Plus Plan, the first time that employee would be eligible to switch would be during the Fall 2022 open enrollment for a January 1, 2023 start date.

b. Employees not enrolled: Any eligible employee, regardless of hire date, who is not enrolled in any of the offered health care plans during the open enrollment period for each year of the contract shall, during the subsequent open enrollment period (or other such time period as required by federal law), have the option of enrolling only in the Silver Plus Plan.

c. Employees employed as of Ratification or hired prior to October 1, 2019: Any eligible employee employed by the Employer as of the date of ratification of this Agreement, or hired prior to October 1, 2019, and who is enrolled in one of the Employer's health care plans that have been offered in calendar year 2020 may elect to enroll in either the UNITE HERE HEALTH Hospitality Silver Plus Plan or Gold Plus Plan.

d. Each year during the open enrollment period, beginning in the 2020 open enrollment period (for a January 1, 2021 start date), any eligible employee who is currently enrolled in one of the offered plans may select either plan during the new yearly open enrollment period. However, Section C.6.a and Section C.6.b shall continue to apply each year of the Agreement, and these employees may enroll only in the Silver Plus Plan.

7. Monthly Employer Contributions:

a. Medical

The Employer shall contribute the sums stated below for each eligible employee.

Silver Plus Plan - Monthly Rates

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
1/1/21	\$ TBD	\$ TBD	\$ TBD	\$ TBD
1/1/22	\$ TBD	\$ TBD	\$ TBD	\$ TBD
1/1/23	\$ TBD	\$ TBD	\$ TBD	\$ TBD

For the Silver Plus Plan, effective 1/1/21 through the expiration of this Agreement, the Employer agrees to contribute the contribution rates necessary as determined by the Fund, up to a maximum of an eight percent (8%) increase over the previous year's rate, to sustain benefits. If the total annual premium rate increase in years 2021 (using the Plan rates for 2020 as the basis for

comparison), 2022 or 2023 is more than eight percent (8%) over the previous year's total annual premium rate, the employee shall pay the additional amount in excess of eight percent (8%) through payroll deduction. The parties agree and understand that, if the appropriate contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the Employer's participation pursuant to the Fund's Minimum Standards.

Gold Plus Plan - Monthly Rates

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
1/1/21	\$ TBD	\$ TBD	\$ TBD	\$ TBD
1/1/22	\$ TBD	\$ TBD	\$ TBD	\$ TBD
1/1/23	\$ TBD	\$ TBD	\$ TBD	\$ TBD

For the Gold Plus Plan, effective 1/1/21 through the expiration of this Agreement, the Employer agrees to contribute the contribution rates necessary as determined by the Fund, up to a maximum of an eight percent (8%) increase over the previous year's rate, to sustain benefits. If the total annual premium rate increase in years 2021 (using the Plan's rates for 2020 as the basis for comparison), 2022 or 2023 is more than eight percent (8%) over the previous year's total annual premium rate, the employee shall pay the additional amount in excess of eight percent (8%) through payroll deduction. The parties agree and understand that, if the appropriate contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the Employer's participation pursuant to the Fund's Minimum Standards.

b. Dental and Vision

The Employer shall pay one hundred percent (100%) of the dental and vision contributions for Single Coverage only. In the event an Employee chooses coverage beyond Single, the Employer contribution shall be the total amount of the Single only coverage toward that additional tier of coverage, and the remaining premium costs shall be incurred by the Employee through payroll deductions. The Employer will submit the entire contribution to the Fund on a monthly basis.

Dental HMO and Vision Combined - Monthly Rates

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
1/1/21	\$ TBD	\$ TBD	\$ TBD	\$ TBD
1/1/22	\$ TBD	\$ TBD	\$ TBD	\$ TBD
1/1/23	\$ TBD	\$ TBD	\$ TBD	\$ TBD

Effective 1/1/21, the Employer will pay any additional costs, up to a maximum of an eight percent (8%) increase in the premium for Single Coverage. In the event the premium increase over the previous year's premium exceeds eight percent (8%) (using the Plan's rates for 2020 as the basis for comparison with respect to 2021), the Employee shall be responsible for the additional premium contribution required. The Employer shall similarly increase its allocation for the cost of the applicable year's premium toward the other level tiers of coverage, in the event an Employee chooses coverage beyond Single. The Employer agrees to deduct and submit the contribution rates required by the Fund to sustain benefits for those employees who have elected Dental and Vision coverage. The parties agree and understand that if the appropriate Dental and Vision contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants.

c. Life and AD&D

The Employer will submit Life and AD&D contributions to the Fund for all eligible employees, including those who decline Medical coverage, at the following monthly rates.

Life and ADD - Monthly Rates

Effective Date	Single
1/1/21	\$TBD
1/1/22	\$TBD
1/1/23	\$TBD

d. Short Term Disability

The Employer will submit Short Term Disability contributions to the Fund for all eligible employees, including those who decline Medical coverage, at the following monthly rates.

Short Term Disability - Monthly Rates

Effective Date	Single
1/1/21	\$TBD
1/1/22	\$TBD
1/1/23	\$TBD

8. Medical Employee Co-premium:

The Employer will deduct the percentages listed below for said Medical coverage contributions from employees' paychecks on a bi-weekly basis. The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees.

Silver Plus

<u>Effective Date</u>	<u>Single</u>	<u>Plus Spouse</u>	<u>Plus Child(ren)</u>	<u>Family</u>
1/1/21	13%	15%	15%	15%
1/1/22	13%	15%	15%	15%
1/1/23	13%	15%	15%	15%

Gold Plus

Single

<u>Effective Date</u>	<u>Single</u>
1/1/21	20%
1/1/22	20%
1/1/23	20%

Dependent

The same dollar amounts per coverage tier associated with each of the above percentages with respect to dependent coverage under the Silver Plus Plan will be the Employer subsidy of the total premium for dependent coverage (Plus Spouse, Plus Child(ren), Family) under the Gold Plus Plan.

The employee co-premium percentages will remain as above, with the exception that such employee co-premiums may increase pursuant to Section C.7 if the premium rate in a given year increases more than eight percent (8%) over the previous year's premium rate. In which case, the employees would then pay the contribution rate increase in excess of eight percent (8%) in addition to the percentages listed above.

In the event there is a discrepancy between the dollar amount and the exact percentage amount, due to rounding for example, the dollar amount shall govern.

9. Enrollment:

Commencing in the Fall of 2020 through the duration of this Agreement, the Employer and Union will hold an initial enrollment and benefits engagement event on the Employer premises within the Fund-specified enrollment period. The Employer shall release for thirty (30) minutes on work time all employees eligible to enroll to meet with a representative of the Union, who will show employees how to enroll electronically and explain important information about their new Plan.

Eligible employees who wish to enroll in the Plan shall do so in accordance with the Fund's policies. The Employer is required to keep a copy of either the confirmation letter or signed election form, as applicable. Such form shall be retained with the employee's file and made available to the Fund upon request.

Considering there is no employee co-premium for Single Dental/Vision coverage, employees who do not enroll in coverage will automatically be enrolled in Single Dental/Vision coverage. The Employer agrees to remit contributions for all employees automatically enrolled.

For any coverage level for which there is an employee co-premium, the Employer is required to remit contributions to the Fund for those employees who enroll in the Plan and agree to remit the required applicable co-premium via payroll deduction.

For Employees hired after the date of ratification of this Agreement, or who become eligible to enroll in the Plan after the effective date of this Article, the Employer shall make available a computer for employees to use during such employee's enrollment period to electronically enroll in the Plan.

The parties agree that employees cannot waive coverage in exchange for wages or some other type of benefit.

ARTICLE 34 **RETIREMENT**

A. 401(k): Regular full time bargaining unit employees, except for employees represented by the International Union of Operating Engineers, shall be eligible to participate in the 401(k) program that is provided to non-bargaining unit hourly employees under the same eligibility requirements, contribution and coverage levels, and other terms and conditions, inclusive of any modifications, as are provided to non-bargaining unit hourly employees.

B. IUOE Pension: The Employer agrees to contribute to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers ("Central Pension Fund") for all hours worked or paid on behalf of all employees of the Employer covered by this Agreement and represented by the International Union of Operating Engineers, Local 18, in the amounts specified below. Such contributions shall be made in accordance with the rules and regulations adopted by the Central Pension Fund Trustees.

Date of Ratification: \$.30/hr.
October 1, 2019: \$.60/hr.
October 1, 2020: \$1.05/hr.
October 1, 2021: \$1.45/hr.
October 1, 2022: \$1.85/hr.

The Employer agrees to be bound to all provisions of the Restated Agreement and Declaration of Trust of the Central Pension Fund, and as may be amended or restated, so long as the Employer has an obligation to make contributions to the Central Pension Fund pursuant to this Agreement. The Union shall furnish to the Employer the Participating Agreement of the Central Pension Fund, which shall become and remain part of this Agreement.

ARTICLE 35

WAGES

A. Wage Scale: Wage rates during the life of this Agreement shall be set forth in Exhibit B attached hereto and made a part hereof and reflect the following increases:

October 1, 2018:	\$1.00/hr Non-Tipped \$.50/hr Tipped (excluding Burnham Servers) \$.65 Burnham Servers \$1.50/hr Engineers 1 and 2
October 1, 2019:	\$.50/hr Non-Tipped \$.25/hr Tipped \$.60/hr Engineers 1 and 2
October 1, 2020:	\$.50/hr Non-Tipped \$.25/hr Tipped \$.60/hr Engineers 1 and 2
October 1, 2021:	\$.50/hr Non-Tipped \$.25/hr Tipped \$.60/hr Engineers 1 and 2
October 1, 2022:	\$.50/hr Non-Tipped \$.25/hr Tipped \$.60/hr Engineers 1 and 2

Classifications represented by IBT will receive an additional \$.10 per hour effective October 1, 2021 and October 1, 2022.

Ratification Bonus: One-time payment upon ratification of \$45 per month of service for all non-probationary bargaining unit employees (\$50 for Engineers) for months worked between June 2017 and September 2018, less any months of probation (90 days) in that period.

If the federal, state, or local minimum wage increases during the term of the Agreement, employees will receive the higher of the Agreement rates or the minimum wage, and any wage increase paid by the Employer as a result of any increase in the minimum wage law shall be credited towards subsequent contractual wage increases.

B. Minimum Wages: It is hereby agreed between the Union and the Employer that the wages specified herein are regarded as minimum wages, and shall not prohibit the Employer, at its sole discretion, from paying a superior worker a higher wage. If any employee, because of meritorious service or any other reason, receives a higher wage rate than is listed herein, it shall

not be considered as establishing a minimum for that particular classification, nor shall such higher wage be applicable to anyone except to the specific employee receiving such higher wage.

C. Overscale Employees: Employees receiving a higher wage rate than the classification minimum rate shall receive the increases set forth in Exhibit B and shall suffer no reduction in wage as a result of the signing of this Agreement.

D. Overnight Shifts: Employees will receive a night shift differential of \$1.00/hr. for time worked between the hours of 11:00 pm and 7:00 am.

E. Tipped Paid Time Off and Training Rate: Effective the date of ratification, employees in tipped classifications shall receive \$10.00 per hour for Paid Time Off (PTO), Bereavement Leave, Jury Service and time spent in training. That rate shall increase to \$11.00 per hour effective October 1, 2021 and \$12.00 per hour effective October 1, 2022.

F. Gratuities: Except as otherwise provided for in this Agreement, the Employer, its supervisors, managers and non-bargaining unit employees may not retain tips, gratuities, or any payment or charge purporting to be a tip or gratuity ("gratuities") for a bargaining unit employee or any portion thereof. Nothing herein shall be interpreted to reduce the rights of bargaining unit employees to be paid gratuities in accordance with applicable law.

ARTICLE 36

OVERTIME

A. Overtime at the rate of time and one-half (1.5) shall be paid for all hours worked in excess of forty (40) hours in one (1) workweek and for all hours the employee is required to work on the eighth (8th) consecutive day of work. There shall be no pyramiding of overtime.

B. Work an employee is required to perform on the ninth (9th) consecutive day of work or in excess of twelve (12) hours in any one day shall be paid for at two (2) times the regular rate of pay.

C. Overtime work will be distributed among employees on the basis of classification seniority. The most senior employees will have the opportunity to work overtime, and the most junior employees will be required to work overtime if not enough senior employees choose to work.

D. When required to work overtime consecutive with the scheduled shift, employees shall, assuming business needs allow, be notified a minimum of four (4) hours in advance of their regular quitting time to allow them to make necessary preparations for working overtime.

E. When it becomes necessary for employees covered by this Agreement to work overtime, they shall not be laid off during the regular working hours to equalize that time.

F. Nothing in this Article shall be construed in any way as a guarantee of overtime.

ARTICLE 37

HEALTH AND SAFETY

Safe Conditions: The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. Safety shall be provided for by the Employer in accordance with the requirements of the law and practice prevailing as of the effective date of this Agreement. Safety must be a prime concern of both parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools and equipment (to the extent provided by the Employer), and working methods for its employees, and the Union and the Employer agree to cooperate to ensure that all employees comply with the Employer's reasonable rules, regulations and practices as may be necessary to meet regulatory compliance and to provide those safe working conditions.

Safety Rules: Employees shall observe all rules and regulations of the Employer for the protection of life, limb, and health and for the preservation of Employer property and shall be subject to appropriate discipline for violations of such rules and regulations where applicable. Employees will report safety violations to their Manager or Human Resources.

If requested by the Union, the Employer will meet with three (3) bargaining unit employees to discuss legitimate safety issues. These meetings will take place no more than quarterly. Should the Employer and the Union establish a Joint Labor Management Committee, they agree that safety issues shall be appropriate subjects for such Committee meetings.

ARTICLE 38

DRUG AND ALCOHOL POLICY

Employees shall be subject to the Employer's Drug and Alcohol Testing Policy with the following exception: An employee who tests positive for Cannabinoids/THC for a first time shall be subject to a Final Warning, as long as the test result reveals a level of 50 ng/ml or less, and the employee is not otherwise believed to be under the influence while at work.

ARTICLE 39

RULES AND REGULATIONS

Work Rules established or modified pursuant to Article 12 (Management Rights) shall not be inconsistent with the terms and provisions of this Agreement. Any material amendment or modification to Work Rules, or any new Work Rule, shall be sent to the Union fourteen (14) days in advance of their posting and implementation, except in exigent circumstances where such notice may be less. The Employer shall, upon request of the Union, meet and confer regarding the proposed Work Rule(s) within seven (7) days of the Union's request. The Union must convey to

the Employer the specific language it believes is unreasonable and be prepared to offer specific alternative language if the Employer so requests. If the parties cannot resolve their differences concerning the Work Rule(s), the Employer may implement the Work Rule(s), and if the Union believes the Work Rule(s) are unreasonable or inconsistent with this Agreement, the Union may grieve the Work Rule(s) through the grievance and arbitration procedure. Daily operating adjustments and other non-material revisions to work rules shall not be considered as an establishment of a new or additional Work Rule or subject to the grievance process.

The Union acknowledges that the Employer's Employee Handbook, including the Employer's Attendance Policy and Code of Conduct in effect as of the effective date of this Agreement, shall be deemed "reasonable."

ARTICLE 40

DISCIPLINE/DISCHARGE

A. Any employee who is to be discharged must be so notified at the end of his shift, with the exception of discharges preceded by investigatory suspension. If this is not done, and the employee reports to work the next day and is not put to work, he/she shall receive a full day's pay for so reporting.

B. The Employer has the right to discipline or discharge provided there is just cause to support such action. Discipline shall be applied progressively, and discipline related to attendance shall proceed on a separate track. The parties acknowledge that serious infractions may warrant immediate Final Warning, suspension or discharge.

C. The Union shall not be obliged to notify any member of discharge or change of shift; this must be done by the Employer.

D. Upon request by the Union, copies of all non-privileged documents relied upon by the Employer in issuing disciplinary action, including copies of written complaints or reports concerning the employee may be reviewed by the Union within five (5) calendar days after such request. If it is impracticable to provide such documents within five (5) calendar days, the Employer may request to extend this time period, and the Union shall not unreasonably deny such request.

E. Disciplinary notices and separation reports issued to employees must contain specific information and reasons for which the notice is issued. Such notices shall be issued to an employee as soon as the Employer is aware of the event leading to his actions and has a reasonable period of time to investigate. The Employer agrees to act on a prompt basis following the completion of any such investigation.

F. The employee has the right, upon request, to have the presence and advice of a Union Steward at the time any disciplinary action, or questioning for the purpose of such action is

taken. If an employee believes that an investigatory interview may result in disciplinary action against him or her, he or she may request the presence of a Union Steward, and the Employer will allow the Union Steward to be present if one is available. The employee is not, however, entitled to the Union Steward of his/her choice, and the employee's request in this regard may not otherwise unreasonably interfere with or disrupt the Employer's investigation or issuance of disciplinary action. Nothing in the forgoing is to preclude the participation of the authorized staff Representative of the Union.

G. Except in cases of attendance and serious infraction, progressive discipline will be generally applied in the following manner: Verbal Warning, Written Warning, Second (2nd) Written Warning, Final Warning, Discharge. Verbal and Written Warnings shall not be considered as a basis for further disciplinary action after twelve (12) months from date of issue. Final Warnings shall not be considered as a basis for further disciplinary action after eighteen (18) months from the date of issue. Progressive discipline for attendance shall be administered on a rolling twelve (12) month basis.

H. Personnel Files: Employees will be allowed to review their personnel file at any reasonable time upon written request to the Employer and in the presence of the Employer designee. The Employer will comply with Ohio and federal law in the release of personal information. Should any employee have reason to believe that there are inaccuracies in documents contained in his or her file, the member may notify the Employer in writing of the alleged inaccuracy. The employee shall have the right to submit a written statement detailing his or her objections to the materials in question. If such a statement is prepared, it shall be attached to the material objected to by the member.

ARTICLE 41

GRIEVANCE AND ARBITRATION

Should differences arise between the Employer and the Union or any employee of the Employer as to the meaning or application of the provisions of this Agreement, there shall be no suspension of work but an earnest effort will be made to settle such differences in the following manner:

Grievance Procedure

A. Step 1.

1. Any employee who believes he or she has a specific justifiable request or complaint in regard to wages, hours, conditions of employment or interpretation of this Agreement, shall discuss the same with his immediate supervisor with or without a Union representative being present, as the employee may elect, in an attempt to settle the issue. Any solution or settlement shall be consistent with the terms and provisions of this Agreement. Any issue not raised within seven (7) calendar days after its occurrence, or after the aggrieved became aware or should have

become aware of the alleged violation, shall be deemed waived or abandoned. If the issue is not settled within seven (7) calendar days after its presentation to the supervisor, the employee or the Union representative may proceed to Step 2 of the grievance procedure.

2. In cases of suspension or discharge, either party may unilaterally waive Step 1 and proceed directly to Step 2 within the same seven (7) calendar days required for submission of a grievance at Step 1. An employee notified of discipline, in writing, shall be expected to sign such notice as acknowledgment of receipt, but such signing shall in no way constitute agreement with the contents of such notice.

B. Step 2.

1. Upon invocation of Step 2, any complaint not resolved under Step 1 shall be reduced to writing and presented to the Human Resources office within fourteen (14) calendar days of the alleged occurrence giving rise to the grievance, or after the aggrieved became aware or should have become aware of the alleged violation. The written grievance shall be signed by the allegedly aggrieved employee(s) and/or the Union and shall contain the following information:

a. A statement of the events and basic facts giving rise to the grievance, including the date of the alleged violation;

b. The Article and paragraph of this Agreement alleged to have been breached or violated, and the manner in which it was breached or violated.

c. A statement of what is being requested as a reasonable and appropriate adjustment of the grievance and the relief desired.

2. The Employer shall offer a written decision on the grievance within seven (7) calendar days after receipt of the grievance. If the grievance is denied, the Employer shall explain the basis for the denial.

C. Step 3.

If the grievance is not resolved at Step 2, or no decision is forthcoming from the Employer, the Shop Steward, along with the Union Representative, shall request a meeting with the Employer's representative to discuss the grievance, which meeting shall be made within seven (7) calendar days of the Employer's Step 2 response or the date the Step 2 response should have been forthcoming, whichever is sooner. The meeting shall be scheduled for a mutually convenient time and location, and the Employer shall offer a written decision within seven (7) calendar days after the meeting is conducted.

D. Step 4.

1. Within fourteen (14) calendar days after issuance of the Employer's decision at Step 3, or if no decision is forthcoming within that time frame, either party may request arbitration in the following manner: Before any matter shall be submitted to arbitration, the party requesting it shall give notice in writing to the other party not less than seven (7) calendar days in advance. The party who moved the grievance to arbitration shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). Either party may reject one (1) panel of arbitrators provided by the FMCS and request a new panel. The parties shall alternatively strike names from the panel of arbitrators until only one arbitrator is left. The party seeking the arbitration shall then contact the arbitrator remaining to obtain his or her available dates to conduct the arbitration. A date for the arbitration must be selected within thirty (30) calendar days of submission of the grievance to arbitration.

2. Failure to request and schedule arbitration in the above-referenced manner within the time period described above shall result in all rights under this Article being forfeited. Inability to schedule within this timeframe due to arbitrator unavailability or any other cause beyond the parties' control shall not result in such forfeiture.

E. No employee shall have the right to require arbitration, that right being reserved to the Union, in accordance with its bylaws or procedures, or Employer exclusively.

F. Only one (1) grievance may be heard before a designated arbitrator, except where the parties mutually agree otherwise.

G. The arbitrator shall not have any authority to add to, alter, delete, modify or change the terms or provisions of this Agreement or to negotiate or decide the terms of a new agreement. The decision of the arbitrator shall be final and binding upon the parties. In the event an arbitrator awards back pay to a grievant, such remedy shall be less any interim earnings (including, but not limited to, unemployment compensation). Any back pay related to a suspension or termination awarded by the Arbitrator shall not be retroactive more than thirty (30) days prior to the date the grievance was raised at Step 1 or, if Step 1 was waived, Step 2.

H. The fees and expenses of the arbitrator shall be borne equally by the parties to this Agreement. Each party shall be responsible for its own expenses incurred in presenting its case. If both parties request a reporter's transcript of the hearing, the parties shall equally share the costs. If only one party requests a reporter's transcript of the hearing, such party shall be solely responsible for the costs, including the costs of the Arbitrator's copy of the transcript. If a party desires a copy of the transcript, they must pay for half the cost of the transcript.

I. Where the issue to be arbitrated is whether there existed good cause for discharge, the Employer and the Union may mutually agree to expedited arbitration, in which case the parties will waive their rights to a stenographic transcript of the hearing and the submission of post-arbitration briefs (however, a statement of position of no more than five (5) pages may be submitted by either or both parties). Within seventy two (72) hours of the request for expedited

arbitration, the Employer and Union will confer and jointly appoint an arbitrator to hear the matter. The arbitrator must render a written decision, including an explanation of the decision, within seven (7) days of the close of the arbitration hearing.

J. Timelines

If a grievance is not presented within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the Employer’s last answer. If the Employer does not answer a grievance or an appeal within the specified time limits or any agreed extension thereof, the Union may elect to treat the grievance as denied at that Step and immediately appeal to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

ARTICLE 42 **SUPPLIES**

The Employer is responsible to have sufficient supplies, equipment and product to enable employees to perform their duties. An employee shall not be disciplined for failure to complete his/her work due to lack of sufficient supplies, equipment and/or product, provided that the employee informs management promptly upon learning of the lack of sufficient supplies, equipment or product, and further that the Employer is unable to remedy the deficiency in a timely manner.

ARTICLE 43 **CONSTRUCTION WORK**

With the exception of work performed under Articles 16 & 17 (Subcontracting and Bargaining Unit Work), the Employer and the Union agree that all construction work involving the major renovation or major painting of the Hotel, performed at the Hotel, shall be done only by employees of the Employer or of contractors who are covered by a collective bargaining agreement.

In the event that no such union contractor within thirty (30) miles of the Hotel is readily available on the schedule as determined by the Employer to perform the work, the Employer agrees that it shall use a non-union contractor, the employees of which receive wages and benefits at least of the applicable level provided under the Davis-Bacon Act, where applicable (i.e., for work performed by trades workers in classifications covered by Davis-Bacon). Upon request by the Union, the Employer shall require either the General Contractor or the Subcontractor to provide the Union with payroll records verifying the payment of such wages and benefits to the subcontracted employees.

ARTICLE 44
GENERAL SAVINGS CLAUSE


It is the intent of the parties to abide by all applicable Federal and State Statutes covering the subject matter of this Agreement. Should any provision or provisions of this Agreement be determined to be contrary to any such State or Federal law, all other provisions of this Agreement shall remain in full force and effect, and the parties agree to meet as soon as practicable to negotiate new terms that most closely effectuate the intent of the parties in drafting the language found to be invalid.

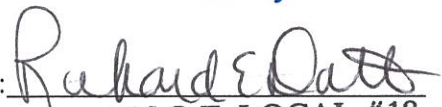
ARTICLE 45
DURATION


THIS AGREEMENT shall remain in full force and effect commencing the first (1st) day of October 2018, through and including the thirtieth (30th) day of September 2023, and from year to year thereafter unless terminated or changed in the manner provided hereinafter. Either party desiring to change or terminate this Agreement shall serve written notice thereof upon the other party not less than ninety (90) days prior to the expiration date or any anniversary thereof.

IN WITNESS WHEREOF, the Employer and the Union have executed this Agreement as of the day and year first written above.

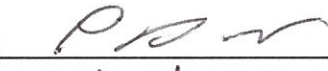
CLEVELAND UNION HOTEL COUNCIL

By: 
For: UNITE HERE
Date: 8/15/19

By: 
For: I.U.O.E. LOCAL #18
3515 PROSPECT AVE.
CLEVELAND, OH 44115
Date: 9/10/19

By: 
For: Teamster Local 916
Date: 9/19/19

HILTON MANAGEMENT LLC d/b/a
HILTON CLEVELAND DOWNTOWN

By: 
Date: 8/2/19

GUEST SERVICES ADDENDUM

A. The Parties agree and acknowledge that employees and managers are expected to deliver extraordinary guest service and shall work together to address guest issues and ensure the provision of such extraordinary guest service at all times.

B. The Employer has the right to establish and maintain service standards and appearance, grooming, and dress standards.

C. The parties agree that, with respect to the issue of guest service, the term “serious infraction” in Article 40 (Discipline/Discharge) shall include, but not be limited to, a legitimate guest complaint of rude behavior, exceptionally poor service, use of foul language in the presence of or directed at a guest, harassment of a guest, arguing with a guest concerning Hotel-related issues, and soliciting a gratuity from a guest.

D. Where a guest complaint is reduced to writing, the Hotel shall not be required to compel the guest to testify in person during the grievance and arbitration procedure, but telephonic testimony may be appropriate or necessary to satisfy the Arbitrator. No adverse inference may be drawn from the absence of in-person guest testimony at an arbitration hearing. The Hotel may introduce into evidence at the arbitration written guest complaints. It is the intent and meaning of this section that the Union and its members shall not contact any Hotel guest directly in the course of an investigation without prior guest approval and/or notice. Where a guest complaint is not accepted by the Union as valid, the burden is on the Employer in any arbitration proceeding regarding such a complaint.

EXHIBIT A – SUBCONTRACTING

1. Valet services
2. PSAV services (inclusive of audio/visual; sign and banner rigging, repair and maintenance; meeting room internet; entertainment; and electricity services)
3. Overnight kitchen cleaning (including fryer and hood)
4. Large scale exterior pressure washing
5. Floor refinishing and recoating
6. Pre-prepared sushi
7. Pre-prepared cakes and pastry
8. Vending machines
9. Dish machine maintenance and repair (both scheduled and emergency)
10. Large scale and emergency plumbing projects requiring the use of heavy equipment or specific licensure
11. Large scale replacement of HVAC requiring the use of heavy equipment or specific licensure and emergency HVAC work requiring the same
12. EMS Controls – programming and computerized controls repair
13. Generator repair and maintenance
14. Electrical distribution and subpanel work
15. Motor assisted or operated door and lock repair
16. Outside snow removal
17. Window washers
18. Waste and garbage removal
19. Grounds and landscaping
20. Water treatment

21. Exterminators
22. Elevator and escalator service and repair
23. Regularly scheduled annual laundry equipment maintenance
24. Kitchen equipment subject to specific service contracts
25. Wood mill work
26. Plants and decorations for interior of the building
27. Upholstering and large scale or specialty carpet installation or repair
28. Mechanical insulation work requiring specific training to create or maintain product warranty
29. Tank cleaning for outside large capacity grease traps, or other tanks requiring specific training or certification
30. Other maintenance/renovation/construction work for which the hotel does not possess qualified employees or the requisite number of qualified employees given the scope and/or anticipated duration of the project
31. Catering services (culinary only) for which the hotel does not have the requisite expertise or appropriate facilities (e.g., ethnic or kosher events, wedding cakes, etc.)
32. FireLife safety systems
33. Air Wall and operable partition system repairs
34. LuTron repair
35. Exercise equipment

EXHIBIT B – WAGE RATES

ROOMS DIVISION						
Department	Classification	10/1/2018	10/1/2019	10/1/2020	10/1/2021	10/1/2022
Engineering	Engineer 1	\$17.50	\$18.10	\$18.70	\$19.30	\$19.90
Engineering	Engineer 2	\$21.50	\$22.10	\$22.70	\$23.30	\$23.90
Front Office	**Bellperson	\$9.50	\$9.75	\$10.00	\$10.35	\$10.70
Housekeeping	***Room Attendant	\$12.50	\$13.00	\$13.50	\$14.00	\$14.50
Housekeeping	Night Cleaner	\$12.50	\$13.00	\$13.50	\$14.00	\$14.50
Housekeeping	Houseperson	\$12.50	\$13.00	\$13.50	\$14.00	\$14.50
Housekeeping	Lobby Porter	\$12.50	\$13.00	\$13.50	\$14.00	\$14.50
Laundry	Attendant	\$12.50	\$13.00	\$13.50	\$14.00	\$14.50

FOOD AND BEVERAGE DIVISION						
Department	Classification	10/1/2018	10/1/2019	10/1/2020	10/1/2021	10/1/2022
Banquets	Server (7i exempt)	\$6.50	\$6.75	\$7.00	\$7.25	\$7.50
Banquets	Houseperson	\$12.00	\$12.50	\$13.00	\$13.50	\$14.00
Kitchen	Cook	\$16.00	\$16.50	\$17.00	\$17.50	\$18.00
Kitchen	Cook II	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00
Kitchen	Lead Cook	\$17.00	\$17.50	\$18.00	\$18.50	\$19.00
Kitchen	Pantry Cook	\$14.00	\$14.50	\$15.00	\$15.50	\$16.00
Kitchen	Pastry Cook	\$14.00	\$14.50	\$15.00	\$15.50	\$16.00
Kitchen	Stewards	\$12.00	\$12.50	\$13.00	\$13.50	\$14.00
Kitchen	**Storeroom Clerk	\$12.00	\$12.50	\$13.00	\$13.60	\$14.20
Kitchen/G&A	**Receiving Clerk	\$15.25	\$15.75	\$16.25	\$16.85	\$17.45
Lounge	Barback	\$10.75	\$11.00	\$11.25	\$11.50	\$11.75
Lounge	****Bartender	\$8.75	\$9.00	\$9.25	\$9.50	\$9.75
Lounge	Lead Bartender	\$9.75	\$10.00	\$10.25	\$10.50	\$10.75
Lounge	Server-Beverage	\$7.00	\$7.25	\$7.50	\$7.75	\$8.00
Restaurant	*****Bartender	\$8.75	\$9.00	\$9.25	\$9.50	\$9.75
Restaurant	Barback	\$10.75	\$11.00	\$11.25	\$11.50	\$11.75
Restaurant	Host/Hostess	\$12.00	\$12.50	\$13.00	\$13.50	\$14.00
Restaurant	*Lead Server	\$8.15	\$8.40	\$8.65	\$8.90	\$9.15
Restaurant	*Food Server	\$7.15	\$7.40	\$7.65	\$7.90	\$8.15
Restaurant	Server Assistant	\$8.00	\$8.25	\$8.50	\$8.75	\$9.00
Room Service	Server	\$7.00	\$7.25	\$7.50	\$7.75	\$8.00

*Burnham Servers will receive an increase of \$.65 per hour on 10/1/18.

**IBT classifications will receive an additional \$.10 per hour increase on 10/1/21 and 10/1/22.

***New Hire Room Attendants will be subject to the new hire rate as reflected in Supplement III – Housekeeping – Section 11.

****Lounge Bartenders scheduled to work an “AM” shift (Sunday-Thursday before 2:00 pm; Friday and Saturday before 1:00 pm) shall be paid a \$2.00/hr. premium.

*****Restaurant Bartenders scheduled to work an “AM shift” (any time before 4:00 pm) shall be paid a \$2.00/hr. premium.

SUPPLEMENT I – FOOD AND BEVERAGE/OUTLETS

A. Outlets

1. A minimum gratuity of twenty percent (20%) shall be added to parties seated in a full service restaurant, not a lounge or a bar, as a table of six (6) or more. A minimum gratuity of twenty percent (20%) may be added to tables of six (6) or more in a bar or lounge with management approval.

2. A minimum gratuity of twenty percent (20%) shall be added to all food and beverage house account checks, with the exception of a “grab and go”-style outlet.

3. The minimum gratuity for Servers serving a private dining event shall be based upon the greater of the amount of the minimum guarantee or the total food and beverage served.

B. Room Service

1. A minimum gratuity of eighteen percent (18%) of the selling price of food and/or beverage items delivered to a guest room shall be paid to the Room Service Server.

2. Room Service Servers may continue to pool tips as they may choose. For the duration of any shift-pooling amongst servers, all automatic gratuities and tips shall be pooled between the “am” and “pm” shifts as follows: All tips earned before 3:00 pm will be pooled for the “am” shift, and all tips earned after 3:00 pm shall be pooled for the “pm” shift. Employees whose shifts overlap between the “am” and “pm” shifts shall share in the tip pool in proportion to the number of hours worked in each shift. Under this system, the Employer shall total all of the minimum gratuities, charged tips and amenity delivery fees collected on each shift for that day. The total for each shift is divided by the total number of hours worked on that shift to determine the hourly gratuity rate for that shift. A Server’s total gratuity pay for a day is determined by multiplying the total number of hours he/she works on the “am” and/or “pm” shift in the day by the corresponding hourly gratuity rate. For example, if, on a given day, “am” hourly gratuity is \$15.00/hr and “pm” gratuity is \$18.00/hr, a Server who worked 4 hours on “am” and 4 hours on “pm” would receive total gratuity of \$132.00 for that day $[4 \text{ “am” hours} \times \$15.00/\text{hr} = \$60.00] + [4 \text{ “pm” hours} \times \$18.00/\text{hr} = \$72.00] = \132.00 . This system is subject to change at the request of the Servers. The Employer will not unreasonably decline to administer the Room Service Servers’ preferred pooling system.

3. Room Service Servers delivering an amenity or amenities to a guest room shall receive \$3.50 per delivery. Room Service Servers delivering a VIP amenity, where the total check is \$75.00 or more, shall receive \$5.00 per delivery. Amenities and associated room service delivery fees shall be recorded on the form generated for amenity delivery.

4. A minimum gratuity of twenty percent (20%) shall be applied to all hospitality or reception-like in-room functions.

5. The Employer shall maintain a daily record, for each shift, of each Room Service Server's hours worked, total Room Service Server hours worked on the shift, the Room Service food and beverage sales (room service and hospitality guest checks) and amenities, as well as minimum gratuities, charged tips, and amenity delivery fees collected on that shift. Such records shall be available for inspection by the Room Service Servers and the Union.

SUPPLEMENT II – BANQUETS

A. Scheduling

1. A-List and B-List Banquet Servers: The Employer shall maintain a list of full time “A-List” Banquet Servers and a list of on-call “B-List” Banquet Servers. There shall initially be a maximum of twenty-two (22) A-List Servers as of the date of ratification of this Agreement. The number of servers on the A-List shall not be increased unless the then current A-List Banquet Servers have averaged thirty-five (35) hours per week over the preceding six (6) month period (excluding any period during which such employees are on leave or other excused unpaid absence). Should the Employer wish to increase the number of A-List Banquet Servers, the Employer will notify the Union in advance of such change and, upon request, meet to consider alternatives proposed by the Union. In all instances, however, the decision to decrease the number of servers on the A-List shall be at the sole discretion of the Employer and shall not be subject to the grievance and arbitration provisions of this Agreement.

2. C-List Banquet Servers (In-House List): The Employer shall maintain a list of qualified employees, as determined by the Employer, from other departments, including Banquet Housepersons, who shall be offered Banquet Server/Bartender work when the A and B Lists have been exhausted (hereinafter, “C-List Banquet Servers”). The Employer shall give C-List Banquet Servers the opportunity to work banquet functions in order of seniority, in accordance with Article 25 (“Work in Multiple Classifications”), provided, however, that the Employer shall not be required to offer such work if it were to result in overtime, the payment of other premium pay of any kind, or unavailability to work the C-List Banquet Server’s regular shift. The Employer agrees to provide banquet service training opportunities for in-house employees.

3. Scheduling:

a. The Employer shall schedule A-List Banquet Servers in accordance with their seniority, such that A-List Banquet Servers shall be scheduled to work, up to thirty-seven (37) hours per week, before B-List or C-List Banquet Servers are scheduled. It is understood that if a function (or functions) on the Employer’s books requires a sufficiently large number of Banquet Servers to be present to service that function (or functions), B-List or C-List Banquet Servers may be scheduled before an A-List Banquet Server has actually been offered up to thirty-seven (37) hours for that workweek.

b. A-List Banquet Servers designated by the Employer to work as Bartenders shall be scheduled by seniority for bartender shifts before being scheduled for Banquet Server shifts. For clarity, a Banquet Server designated as a Bartender shall be scheduled for bartending shifts first, in accordance with seniority, then scheduled as a Banquet Server, by seniority.

As soon as practicable after the date of ratification, the Employer will post a notice for a period of seven (7) days for employees to opt on to the Bartenders List. As soon thereafter as practicable, the Employer will offer bartender training (as necessary) to those who opt onto the List. Upon completion of the training, and once the employee passes TIPS certification, the employee will be included on the Bartender List, which List shall be used for scheduling purposes in accordance with Section A.3. On or about February 1 of each year thereafter, the Bartender List shall be posted for qualified employees to opt-on. The Employer shall determine if/when to conduct bartender training in subsequent years based upon business needs. This Paragraph shall not preclude the Employer from offering additional training opportunities in accordance with its business needs in accordance with Article 25 (Work in Multiple Classifications).

A Banquet Server who wants to opt off of the Bartender List must provide the Employer with one (1) month notice and shall not be able to opt back on until the next annual opt-on notification is posted in accordance with the above Paragraph.

c. Any A-List Banquet Server who does not work a scheduled shift for any reason shall be treated as having worked the shift/hours he or she did not work for the purposes of determining whether the Employer has scheduled A-List Banquet Servers in accordance with this Section.

d. Due to the nature of the banquet business, the Employer shall not be required to give banquet servers fixed or preferred days off. Banquet servers shall not be required to work more than six (6) consecutive days without a day off. A-List Banquet Servers may indicate a preference for AM or PM work and days off, and the Employer may consider those preferences in scheduling as business needs allow. However, seniority will still govern scheduling as provided for in this Section.

e. B-List Banquet Servers shall be scheduled in order of seniority after A-List Banquet Servers have been scheduled as described in Paragraph A.3.a. The Employer shall contact B-List Banquet Servers by Wednesday at 5:00 pm of each week with their schedules for the following workweek. B-List Banquet Servers shall have twenty-four (24) hours to confirm with the Employer whether they will work their scheduled shifts. B-List Banquet Servers who decline or fail to work nine (9) or more scheduled shifts in a rolling six (6) month period will be removed from the B-List.

f. Banquet Servers may switch functions or shifts with management approval.

g. The Employer shall exhaust the A, B and C Lists in accordance with the procedures described in this Section before work is offered to temporary employees.

h. Nothing in this Section shall be construed as a guarantee of minimum or maximum hours of work per day or per week, or of the number of hours of work per week, per shift or per schedule.

4. Minimum Shift: The minimum shift for Banquet Servers and Housepersons shall be four (4) hours. Regular Full Time Banquet Housepersons shall normally be scheduled for eight (8) hour shifts, subject to operational needs and business necessity.

5. Communication: Subject to a change in the workweek as described in Article 24 (Work Week and Work Schedules), the schedule shall be posted by 5:00 pm on Wednesday for the schedule beginning on Friday of that same week and shall be emailed to Banquets employees (as long as the employee has provided an email address). Any changes to the schedule shall be communicated via phone as soon as practicable and shall be posted in the same place where the schedule is regularly posted. If the employee does not answer the phone, the Employer shall attempt to leave a voicemail or send a text message confirming the call, and move on to the next name on the list. Employees shall be responsible for providing the Employer a current phone number. The Employer shall maintain a record of employees whom it attempted to contact without success (along with date and time attempted contact was made); all shifts offered, accepted, refused; and employees' PTO days and call-offs. Whenever practicable, the Employer will maintain an updated long-term calendar of all known bookings, including group name and estimated attendance.

6. Call time: Call time shall typically be two (2) hours prior to the beginning of a function; provided, however, that the Employer may modify the call time based on the needs of a particular function.

7. Pop-up Functions: "Pop up" functions shall be staffed on the basis of classification seniority, starting with the next available A-List Banquet Server(s) who does not yet have thirty-seven (37) hours. If there are insufficient Banquet Servers on the A, B, or C List to staff the "pop up" on a voluntary basis, the Employer has the discretion to require the most junior A-List Banquet Server(s) to work the function in inverse seniority order.

8. Change in Guest Count: Should the guest count on a function go down and fewer servers be needed after a schedule is posted, the last Banquet Server booked for the function shall be the first cancelled. Similarly, should the count on a function go up and more Banquet Servers be needed, the next Banquet Server by seniority shall be contacted to work. If there are insufficient Banquet Servers on the A, B, or C List to staff the function on a voluntary basis, the Employer has the discretion to require the most junior A-List Banquet Server(s) to work the function in inverse seniority order.

B. Gratuity

1. Upon ratification of this Agreement, Banquets employees designated in this Article shall receive a gratuity of twelve and three quarters percent (12.75%) of the total price of food and/or beverage charged to the client/guest as reflected on the final banquet check presented to the guest. The gratuity shall be increased to thirteen percent (13.00%) beginning October 1, 2019; thirteen and one quarter percent (13.25%) beginning April 1, 2020; thirteen and one half percent (13.50%) beginning October 1, 2020; thirteen and three quarters percent (13.75%) beginning October 1, 2021; and fourteen percent (14%) beginning October 1, 2022. Management, non-bargaining unit employees and temporary workers shall not participate in the gratuity pool.

2. Distribution of Gratuity

a. The Hotel shall total the gratuity for each payroll period and divide it by the total number of Banquet Server/Bartender and Banquet Houseperson hours worked in the pay period. This calculation will determine the amount of the “gratuity hour” for that pay period.

b. Banquet Servers and Banquet Servers designated to work as Bartenders and Banquet Housepersons (excluding temporary workers) who perform function-related work during a pay period shall share proportionately in the gratuity of all events that take place during the pay period as follows:

i. Banquet Servers and Banquet Servers designated to work as Bartenders: One (1) gratuity hour for each hour he/she worked in the pay period;

ii. Banquet Housepersons: One half (.5) gratuity hour for each hour he/she worked in the pay period.

iii. Banquet Housepersons working as Barbacks: One (1) gratuity hour for each hour he/she worked in the pay period.

c. Banquet Servers designated to work as Bartenders on a hosted bar shall share equally in the gratuity with the other servers, in accordance with Section B.2.b.i-iii, but may keep any cash tips received in their capacity as a bartender.

3. Service Recovery: If management determines that the price of food and/or beverage for an event is to be discounted because of a service related issue which arose during the event, the gratuity shall be based on the total price of the food and/or beverage agreed to by the client/guest as reflected on the final banquet check presented to the guest. The final banquet check includes final adjustments reflecting actual food and beverage served and consumption totals, but shall not include any adjustment or discount for service recovery as defined herein.

4. In-house functions: For any in-house function (including, for example, events sponsored by the Hotel for the benefit of employees or promotional meals, including, but not limited to, a tasting, site visit, or pre-convention meeting), Banquets employees designated in this Article shall receive the same percentage gratuity described in Section B.1, but it shall be based on the cost to the Hotel of all food and beverage, which shall be split as provided for in the point system described in Sections B.1 and 2.

5. Outside catering functions: For an event in which Banquets employees work but the guest utilizes an outside caterer for food, applicable Banquets employees shall receive the same percentage gratuity described in Section B.1, but it shall be based on the price per person and, if applicable, any additional price charged for beverage consumption and/or food provided to the guest by the Hotel (instead of the outside caterer). The price per person shall be determined by the Hotel. The gratuity shall be split as provided for in the point system described in Sections B.1 and 2.

C. Clarity of Compensation

The Banquets office will keep a weekly record of functions held, including the final BEO, the final check presented to the guest, the total service charges paid, or to be paid, and total hours worked for the week, which shall be made available for the Union and employee inspection upon request not later than 2:00 pm on the Friday at the end of the pay period. Information regarding hours worked, sales and service charges paid for each function, to include the final BEO, final guest check presented to the guest, and total Server, Bartender, Barback, and Houseperson hours worked, shall be accessible in the Banquets Office, and made available to Banquets Servers and Banquets Housepersons, within twenty-four (24) to forty-eight (48) hours of the function.

D. Service Ratios

The Employer shall maintain staffing guidelines, and make a copy available to employees and the Union, which are solely guidelines for each type of listed function. The Employer may, in its sole discretion, use alternate ratios to meet the needs of the guests or for any other legitimate business purposes, and such staffing decisions shall not be subject to the grievance and arbitration procedure of this Agreement. Subject to above, the Employer agrees to notify the Union if it intends to change the staffing guidelines and will meet with the Union, upon request, to discuss the intended changes. This notification shall not apply to the individual staffing needs of a particular event. However, if the Union believes that there is a pattern of staffing that constitutes a substantive adverse impact on employees' income or workload, the Employer, upon request by the Union, shall meet to discuss and address the Union's concerns.

E. Working Conditions

1. Equipment: Except in extenuating circumstances, china, glassware, silverware and food items necessary to set up a room for an event shall be placed in or near to the

banquet working area for the Banquet Servers, and Banquet Servers shall be provided with the necessary carafes, food risers, and other items necessary for quality customer service. Banquets Servers must promptly inform management upon learning of the lack of sufficient supplies and further, such that the Employer is given the opportunity to remedy the deficiency in a timely manner.

2. Action Stations:

a. Carving and exhibition cooking involving the use of burners shall be performed by a Cook, provided that, if a Cook is not available to perform carving, the Employer may assign such carving to another qualified bargaining unit employee.

b. The employee performing carving or exhibition cooking duties shall receive the following premium, per function:

- i. October 1, 2020: \$10.00
- ii. October 1, 2021: \$15.00
- iii. October 1, 2022: \$20.00

c. Other exhibition preparation or attended stations, including, but not limited to, popcorn, smoothie, milkshake, ice cream/sundae, or buffet line or station requiring minimal culinary skill may be assigned to qualified Banquet Servers, and the above-referenced premiums shall not apply.

SUPPLEMENT III – HOUSEKEEPING

A. Room Attendants

1. Daily room quota: Effective upon ratification of this Agreement, Room Attendants shall be required to clean up to twenty four (24) credits per shift, with room types to be credited as follows:

- a. Standard checkout: 2 credits
- b. Standard stayover: 1 credit
- c. Ambassador Suite
 - i. Checkout: 3 credits
 - ii. Stayover: 2 credits
- d. Chairman Suite
 - i. Checkout: 5 credits
 - ii. Stayover: 3 credits
- e. Rockefeller Suite
 - i. Checkout: 6 credits
 - ii. Stayover: 4 credits

2. If a Room Attendant cleans a stayover room that later becomes a checkout and must return to clean the room, the room shall count as a checkout instead of a stayover, and the Room Attendant's daily credit quota shall be adjusted accordingly.

3. Sections: The Employer will establish as many defined sections for Room Attendants as practicable, which shall be assigned by classification seniority. When a section becomes available, Room Attendants shall have the right to bid on the section by classification seniority. A Room Attendant may be assigned rooms outside of his/her section if the Hotel closes rooms or floors based on business needs or occupancy levels; if, because of occupancy levels, there are an insufficient number of room credits available in the Room Attendant's section to make up a full daily room quota as described in Section A; or due to DNDs, when a guest declines service, or other guest-related reasons. There shall be no bumping between sections. The Employer has the discretion to schedule Room Attendants who do not have defined sections as "floaters."

4. Travel: Effective October 1, 2020, if a Room Attendant (excluding Room Attendants scheduled to start work at or after 2:00 pm) is assigned to clean rooms on more than three (3) floors, the Room Attendant's quota for that shift shall be reduced by one (1) credit for each additional floor to which the Room Attendant must travel (excluding returns).

5. Double Queen Rooms: Effective October 1, 2019, a Room Attendant's daily credit quota shall be reduced by one (1) credit for every eight (8) double queen checkouts he/she is assigned on a given day. Effective October 1, 2020, a Room Attendant's daily credit quota shall be reduced by one (1) credit for every seven (7) double queen checkouts he/she is assigned on a given day.

6. Excessively Dirty Rooms: A Room Attendant will contact management if he or she encounters what he or she believes to be an excessively dirty – i.e., “trashed” – room. The room in question shall be skipped until inspected by a Housekeeping Supervisor. If the Housekeeping Supervisor agrees with the Room Attendant with respect to the condition of the room, he/she will, in consultation with management, determine an acceptable resolution, which may include, for example, supplying additional help or increasing the credits for that room with a corresponding reduction in credits from the Room Attendant's daily room quota for that day.

7. Special Clean up: Upon inspection and approval by a Housekeeping Supervisor, any employee who is required to clean up vomit, feces (except in commodes), or an excessive amount of blood shall receive an extra payment of fifteen dollars (\$15.00) per clean-up.

8. Nothing in this Supplement shall require the Employer to pay Room Attendants additional compensation or premium pay of any kind.

9. Supplies: To ensure quality guest service, the Employer is responsible to have sufficient clean sheets, towels and linens for the Room Attendants to service each room that they are assigned. If a Room Attendant does not have sufficient supplies to complete his/her rooms during the shift, then s/he shall not be required to complete those tasks in rooms for which s/he lacks sufficient supplies, provided that the Room Attendant informs management promptly upon learning of the lack of sufficient supplies and further provided that the Employer is unable to remedy the deficiency in a timely manner.

10. Extra Rooms:

a. Based on availability as determined by the Hotel, Room Attendants may be permitted to clean rooms in addition to their daily quota within their normal working hours after they have satisfactorily completed their daily assignment. Available Extra Rooms will be offered by seniority to those Room Attendants who have signed up indicating their willingness to accept available Extra Rooms on that day.

b. Compensation for all rooms cleaned within normal working hours in addition to the daily quota will be three dollars (\$3.00) per stay-over and six dollars (\$6.00) per check-out.

c. Assigning Extra Rooms shall not be used as a substitute for scheduling Room Attendants to work.

11. New Hire Rate for Room Attendants: Room Attendants hired after the date of ratification shall have a starting hourly rate one dollar (\$1.00) less than the current full regular hourly rate applicable to the classification. Upon completion of six (6) continuous months of employment as a Room Attendant, the rate shall increase to fifty cents (\$.50) less than the current full regular hourly rate applicable to the classification. Upon completion of one (1) year of continuous service, the Room Attendant shall be paid the current full regular hourly rate applicable to the classification.

B. Housepersons

1. The Employer will establish defined sections and/or regular assignments for Housepersons, which shall be assigned by classification seniority, up to the number of sections designated by the Hotel. When a section or assignment becomes available, Housepersons shall have the right to bid on the assignment in order of classification seniority.

2. A Houseperson may be assigned floors outside of his/her section if the Hotel closes rooms or floors based on business needs, or occupancy levels, or other guest related reasons.

3. Except as may be required by business needs, occupancy levels, or other guest related reasons, a Houseperson will not normally be assigned to more than eight (8) floors.

C. Laundry

Laundry Attendants shall rotate all stations at least once through each shift so that no Laundry Attendant shall spend the entire shift on the washer/dryer station and/or on the chute.

SUPPLEMENT IV – FRONT SERVICES – BELL/DOOR

A. Gratuity for errands initiated directly by the guest to a Bell person shall be at the discretion of the guest.

B. Package delivery: Bell persons shall receive fifty percent (50%) of the fee charged to a guest for a package or packages delivered to a guest room, as long as the package comes through the loading dock to the package room. The Employer shall determine package fees and shall provide the schedule of package fees, and any changes to the schedule, to the Union.

C. Wedding/event bags: Bell persons shall receive three dollars (\$3.00) per bag for bags delivered to guest rooms which are not name or room specific. Bell persons shall receive five dollars (\$5.00) per bag for name or room specific bags delivered to guest rooms. Any money received pursuant to this section shall be added to the tip pool for the shift in question.

D. Luggage storage coverage: The Hotel shall charge a flat rate of seventy five dollars (\$75.00) per hour, which shall be added to the tip pool, for dedicated Bell persons with respect to luggage storage in connection with group arrival or departure for groups that agree to pay for dedicated luggage storage. The number of hours charged shall be determined by the Hotel.

E. Bell persons shall not be required to perform “due out” checks except in cases of emergency.

F. Offsite/convention errands: Bell persons who are required by management to go offsite to perform an errand for a guest (e.g., clothing/grocery purchases), or to make or pick-up a delivery from the threshold of the convention center, shall receive twenty dollars (\$20.00), which money shall be added to the tip pool for the shift.

SUPPLEMENT V – ENGINEERING

A. Engineers shall receive sufficient training on any subcontracted work that causes a material change to any current operations, equipment, or operating procedures for which they are responsible.

B. An Engineer with six (6) or more months of eligible service may request reimbursement for ninety percent (90%) of tuition costs up to a maximum of one thousand two hundred dollars (\$1,200.00) per calendar year, excluding incidental costs such as books, supplies and fees, for non-mandatory job-related educational courses, provided the following:

1. All courses must be industry-related and must relate specifically to the responsibility of the Engineer or to immediate future responsibility.

2. Participation should demonstrate benefit to the Hotel as well as the Engineer.

3. Courses must be approved in advance by the Director of Property Operations after submission by the Engineer of the appropriate forms.

4. The Engineer must pass the course in question with a minimum grade of “C” or the equivalent thereof.

C. The Hotel shall provide Engineers with all necessary tools in order for them to perform their responsibilities.

D. The Hotel shall provide each Engineer with a coat, pair of gloves, neck and face scarves, and a hat for use to perform duties outside in inclement weather. Items shall be replaced based upon demonstrable wear and tear. The Property Operations department shall maintain a sufficient number of rubber boots for use as needed.

E. An open Engineer II position shall be filled following the guidelines established in Article 23 (Seniority/Promotions/Transfers/Layoffs).

F. Engineers scheduled to work the overnight shift (11:00 pm to 7:00 am) shall receive a shift differential of \$1.00 per hour for all hours worked on the overnight shift.


**HILTON MANAGEMENT LLC d/b/a CLEVELAND AND CLEVELAND UNION
HOTEL COUNCIL**

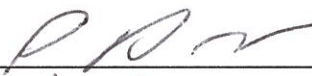
SIDE LETTER REGARDING PRE-CBA PRACTICES


Hilton Management LLC d/b/a Hilton Cleveland Downtown (the "Hotel") and the Cleveland Union Hotel Council (the "Union") (collectively, the "Parties") are parties to a Collective Bargaining Agreement (the "Agreement"), effective October 1, 2018 through September 30, 2023, which was ratified on November 9, 2018. The Parties agree that there may be economic or operational practices which were not discussed or documented in the course of negotiations and which are not explicitly addressed by the Agreement. During the term of this first Agreement, should there be a dispute regarding the continuation of such a practice subsequent to ratification of the Agreement, the Parties agree to meet and confer.

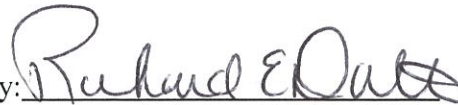
CLEVELAND UNION HOTEL COUNCIL

HILTON MANAGEMENT LLC d/b/a
HILTON CLEVELAND DOWNTOWN

By: 
For: UNITE HERE
Date: 8/15/19

By: 
Date: 8/2/19

By: 
For: TEAMSTERS LOCAL #416
Date: 8 28 19

By: 
I.U.O.E. LOCAL #18
For: 3515 PROSPECT AVE.
CLEVELAND, OH 44115
Date: 9/10/19

HILTON MANAGEMENT LLC d/b/a CLEVELAND AND CLEVELAND UNION
HOTEL COUNCIL

SIDE LETTER REGARDING REMOVAL OF JOB PERFORMANCE DISCIPLINE

Upon date of ratification, all performance, not conduct, related disciplines issued prior to the effective date of this Agreement shall be nullified. The Employer and the Union agree that performance disciplines do not include discipline for violation of the Employer's Attendance Policy. This Side Letter is specific to this first Agreement.

CLEVELAND UNION HOTEL COUNCIL

By: Madeline

For: UNITE HERE

Date: 8/15/19

By: Alfred

For: Teamsters Local #416

Date: 8 28 19

By: Richard E. Oates

For: I.U.O.E. LOCAL #18
3515 PROSPECT AVE.
CLEVELAND, OH 44115

Date: 9/10/19

HILTON MANAGEMENT LLC d/b/a
HILTON CLEVELAND DOWNTOWN

By: PPM

Date: 8/2/19

**HILTON MANAGEMENT LLC d/b/a CLEVELAND AND
CLEVELAND UNION HOTEL COUNCIL
SIDE LETTER REGARDING BELL CAPTAINS**

Hilton Management LLC d/b/a Hilton Cleveland Downtown (the "Hotel") and the Cleveland Union Hotel Council (the "Union") (collectively, the "Parties") are parties to a Collective Bargaining Agreement (the "Agreement"), effective October 1, 2018 through September 30, 2023, which was ratified on November 9, 2018. The Parties understand and agree that Bell Captains who participate in the Bell tip pool as per the current practice as of the date of ratification of the Agreement may continue to do so only so long as they are employed as Bell Captains. In accordance with Article 35 "Wages," no employee hired, transferred, or promoted to the position of Bell Captain after the date of ratification of this Agreement, or any other supervisor, manager or non-bargaining unit employee, may participate in the Bell tip pool.

CLEVELAND UNION HOTEL COUNCIL

By: Madeline

For: UNITE HERE

Date: 8/15/19

By: Nk Nd

For: Teamsters Local #116

Date: 8 28 19

By: Richard E. Datto

For: I.U.O.E. LOCAL #18
3515 PROSPECT AVE.
CLEVELAND, OH 44115

Date: 9/10/19

HILTON MANAGEMENT LLC d/b/a
HILTON CLEVELAND DOWNTOWN

By: P. P. V.

Date: 8/2/19