

UNION PROPOSAL - April 20, 2023

All proposals are for all hotels in UNITE HERE Local 11's jurisdiction, unless otherwise noted.

HOTEL INDUSTRY MUST HELP SOLVE HOUSING CRISIS

1. Public Endorsement of the Los Angeles Responsible Hotel Ordinance

UNITE HERE Local 11 has gathered sufficient signatures to place a measure titled the Los Angeles Responsible Hotel Ordinance on the March 2024 ballot. The measure is designed to ensure hotels play a constructive role in helping to solve Los Angeles's housing crisis and otherwise adhere to responsible business practices.

As summarized by the City Attorney, the proposed ordinance would require a hotel development project of 100 or more rooms to obtain a land use permit based on factors including the market demand for the project, and the project's impact on affordable housing, transit, social services, employees, and local businesses. A hotel development project of 15 or more rooms would be required to replace demolished or converted housing with an equivalent amount of affordable housing at or near the project site. The ordinance would create a program, subject to funding availability, to place unhoused individuals in vacant hotel rooms. A hotel would be prohibited from refusing lodging to program participants. The ordinance would establish special police permit requirements for hotels. A hotel would need to meet specified standards, including compliance with wage theft and employment laws, to obtain a permit and avoid disciplinary action. The ordinance's requirements would be subject to certain exceptions and waivers.

Proposed Contract Language

The Employer agrees to publicly support the Los Angeles Responsible Hotel Initiative (formally titled, "Land Use and Replacement Housing Requirements for Hotel Developers; Program to Utilize Vacant Hotel Rooms for Unhoused Individuals; Police Permit Requirements For Hotels. Initiative Ordinance"). Specifically, no later than July 1, 2023, the Employer shall issue a public statement indicating the Employer's support for the ballot measure. The Employer also hereby authorizes the Union to include the name of the Hotel on materials listing entities that have endorsed the Initiative.

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2. Hospitality Workforce Housing Assistance Trust Fund

Los Angeles and surrounding areas are experiencing a housing crisis. As the cost of housing has skyrocketed, it has become impossible for many hospitality workers to find a home they can afford to rent in the cities where they work, let alone one they could afford to buy. As a result, workers are commuting extraordinarily long distances to their jobs, living in overcrowded conditions, sleeping in their cars between shifts, and even experiencing periods of homelessness.

At the heart of the housing crisis is a simple reality: there is not enough workforce housing. More must be done on an urgent basis to address this problem. As a major, thriving industry with a large number of low-wage jobs, the hospitality sector has an opportunity and a responsibility to be part of the solution.

We propose that signatory hospitality employers impose a fee of seven percent on all guest room sales to support a Hospitality Workforce Housing Assistance Trust Fund (“HWAH Fund” or “Fund”). In Los Angeles alone, we estimate that this effort could generate \$150 million a year. The Fund would be administered by a joint labor-management cooperation committee formed pursuant to the Labor Management Cooperation Act of 1978 (“LMCA”).

The LMCA provides statutory authorization for the creation of a Fund along the lines we are proposing. In particular, the Act provides for the creation of labor-management committees which further, among other authorized purposes, the interest of “improving labor management relationships” and strengthening employee “job security.” 29 U.S. Code § 175(a). The lack of adequate workforce housing poses a significant problem for the hospitality industry because it contributes to high turnover among employees who too often are unable to find housing within a reasonable distance from their workplaces and are thus forced to find jobs elsewhere. These dynamics in turn contribute to tensions within the workplace and increased costs associated with training new employees hired to replace those who exit. The proposed effort for a joint labor management program to assist the workers in obtaining affordable workforce housing will foster constructive labor relations and help ensure the industry is able to retain a well-trained workforce.

The Fund would use the monies generated through the initiative on high-impact, cost-effective measures to assist hospitality workers in obtaining and retaining affordable workforce housing. While initiatives would be determined and overseen by the Fund’s management and union trustees, uses could include:

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- Contracting with non-profit or private housing developers to build affordable workforce housing. The Fund could provide full financing or seed loans to leverage other sources of financing. Following one ascendant model in publicly financed projects, these efforts could include the conversion of under-utilized hotels or motels into affordable workforce housing. Importantly, because the beneficiaries will be hospitality workers with employment income to pay rent, the projects would not necessarily require government subsidies such as rental vouchers—making such efforts much less costly overall than many publicly-funded efforts—and would be self-sustaining over time.
- Providing emergency loans at low interest rates to help hospitality workers avoid falling into homelessness when their families confront unexpected expenses and risk falling behind on the rent. The Fund could contract with a non-profit organization to administer such a program, including verifying eligibility based on objective factors.
- Assisting needy hospitality workers and their families with temporary “bridge” housing for periods when they are waiting for housing units that have been secured to become available. Signatory hotel employers could even utilize vacant guest rooms for this purpose, while receiving credit against their obligations under the program or compensation from the Fund.
- Supporting a “navigator” program to help hospitality workers locate and obtain suitable, affordable housing for their families. The County of Los Angeles has used such a program, run by a non-profit origination, to very positive effect.

Together, through these or other efforts, the proposed Hospitality Workforce Housing Assistance Fund will help the industry’s workers remain safely housed near their worksites and thereby ensure the industry is able to develop and retain a well-trained workforce that delivers world class service.

Proposed Contract Language

The Hospitality Workforce Housing Assistance Trust Fund (“HWHF Fund”) was established in _____. The Employer acknowledges receipt of a copy of, and agrees to accept, be bound by, and comply fully with all the terms of the Declaration of Trust Establishing the Hospitality Workforce Housing Assistance Trust Fund (“Trust Agreement”) and any amendments thereto. The Employer shall execute and deliver to the HWHF Fund Trustees an agreement in writing to participate in the HWHF Fund pursuant to the terms of the Trust Agreement and this CBA.

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Effective January 1, 2024, the Employer shall impose a fee on guests of seven percent (7%) for the use of each guest room. The Employer shall, on a monthly basis, remit the entirety of moneys collected through the fee to the HWHA Fund, together with a report on the collection of the fee in the format prescribed by the HWHA Fund.

3. End Illegal Hotels Operating as Short Term Rentals

If the Employer has this Fund in the contract, the contribution rate shall remain unchanged except to the extent that it changes through current negotiations including allocation of a benefit bucket.

Effective July 1, 2023, for any employer that does not have this Fund in its contract, the rate shall be eight cents (\$0.08) per hour for each hour worked or paid, excluding meal break penalties. Thereafter, the rate will change based on allocation by the Union of the bucket.

Hospitality Industry Labor-Management Cooperation Trust Fund (“HILMC”)

01 Plan Adoption. The Hospitality Industry Labor-Management Cooperation Trust Fund (the “HILMC Fund”) was established July 19, 2019. The Employer acknowledges receipt of a copy of, and agrees to accept, be bound by, and comply fully with all the terms of the Declaration of Trust Establishing the Hospitality Industry Labor-Management Cooperation Trust Fund and any amendments thereto. The Employer shall execute and deliver to the HILMC Fund Trustees an agreement in writing to participate in the HILMC Fund pursuant to the terms of the Trust Agreement and this CBA.

02 Employer Contributions. The Employer shall contribute to the HILMC Fund eight cents (\$0.08) per hour for each hour worked or paid for which employees covered by this Agreement were compensated during the preceding month, including and without limitation, vacation, and holiday hours. The contributions shall be submitted together with a report of the employee data required by the HILMC Fund in the format prescribed by the HILMC Fund.

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4. Expiration - May 30, 2026

This Agreement shall be in full force and effect from July 1, 2023 through May 30, 2026 and shall automatically be renewed for one (1) year at a time thereafter unless terminated or reopened for alteration in the manner hereinafter provided. Either Party may terminate this Agreement or reopen it for negotiations effective _____, by giving notice in writing to the other Party not less than sixty (60) days prior to _____, or, if the Agreement has automatically been renewed for one (1) or more subsequent years, _____ of such subsequent year.

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5. GROWTH

Language forthcoming.

Operator After Acquired

- **County of Los Angeles**
- **Orange County**
- **San Bernardino County**
- **Riverside County**
- **Maricopa County**

Owner Current and After Acquired

- **County of Los Angeles**
- **Orange County**
- **San Bernardino County**
- **Riverside**
- **Maricopa County**

Residual Units

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LIVING WAGE

6. Non Tipped Across the Board Increase. All non tipped employees shall receive across the board increase or the start rate increase, whichever is greater.

7/1/23 \$5.00 per hour (or minimum \$25.00, whichever is greater, while maintaining existing differentials between classification and/or individual rates)

7/1/24 \$3.00 per hour

7/1/25 \$3.00 per hour

7. Tipped Minimum Rates Rates (California). Effective 7/1/23.

Outlet Bussers CA MW + \$4.75

Outlet Runners CA MW + \$4.75

Outlet Bar Backs CA MW + \$4.75

Outlet Bartenders CA MW + \$4.00

Door/Bellperson CA MW + \$4.00

Bell Captain CA MW + \$5.00

The sole exception to this proposal is for contracts in which the above classifications and any other tipped classifications received a percentage of non tipped increases in current contract. In those contracts, the employees shall receive 50% of the non tipped increase.

Tipped Minimum Rates (Arizona) Effective 7/1/23. Proposal Forthcoming.

Bussers

Runners

Bar Backs

Outlet Bartenders

Door/Bellperson

Bell Captain

8. Tipped Above Scale Increase. Tipped employees who are above scale shall receive the following:

7/1/23 \$0.50 per hour

7/1/24 \$0.50 per hour

7/1/25 \$0.50 per hour

9. Premium Pay for Tipped Employees. Tipped Employees shall receive two times (2x) their regular rate of pay for hours paid but not worked, including but not limited to holidays,

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PTO, sick leave, vacation, mandatory meetings, reporting pay, jury duty, bereavement leave, and back pay for missed shifts.

Outlet bartenders, outlet bussers, outlet runners, and outlet barbacks shall be added to the list of tipped employees for purposes of this premium pay section, if they are not already included to receive this pay in current contract.

10. Automatic 20% Gratuity for Food and Beverage Outlets (Coffee shops, Restaurant, Bar, etc.). Effective July 1, 2023, the Hotel shall charge a twenty percent (20%) auto-gratuity on all checks, including in house charges, at all food and beverage outlets. Effective January 1, 2025, the Hotel shall charge a twenty-two percent (22%) auto-gratuity on all checks at all food and beverage outlets. Effective January 1, 2026, the Hotel shall charge a twenty-four percent (24%) auto-gratuity on all checks at all food and beverage outlets. The Hotel shall provide a line in receipt or on a digital device for guests to give additional gratuity.

11. Digital Tipping. The Employer shall give the Union no less than sixty (60) days notice prior to implementing digital tipping in any area of the hotel. The Employer at time of notice shall also provide the name and description of the proposed system, training materials, and a proposal on suggested gratuity if it is for non food and beverage outlets.

12. IRD Service Charge. The Employer shall increase the bargaining unit's share of the service charge for In Room Dining service by one percent (1%).

13. Banquet Service Charge. The Employer shall either increase the bargaining unit's share of the service charge by one percent (1.00%) or increase the bargaining unit's share to seventeen and one half percent (17.50%), whichever is greater.

14. Banquet Housepersons and Banquet Bussers shall be added to the list of employees eligible to receive paid holidays, if they are not already included to receive this pay in the current contract.

15. Buyout Premium Pay (Temporary closure for filming, etc.). During buyouts in which the Hotel temporarily leases out space for filming or another special event, the Employer shall pay all wages and benefits contributions for any lost hours. Tipped workers shall receive premium pay for these hours. No later than five (5) days before start of a buyout, the Employer shall provide a copy of the contract between the Hotel and the company planning the buyout and shall inform, by email, of the start and end time of the buyout; the parts of the hotel (including outlets) that will be impacted; and names, classifications and rate of pay of any employee who

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will be impacted by the buyout. If the buyout is for filming, the Employer shall inform the union whether it will be a union or non union shoot.

16. World Cup, Olympics and Mega Sports Event Premium Pay. Non tipped employees shall earn a rate of time and a half (1½) times their rate of pay and tipped workers shall receive two times (2x) their rate of pay for the five (5) days prior to; the days of; and three (3) days after a mega sports event. A mega sports event shall include the World Cup, Olympics, All Star Games, World Championships (SuperBowl, World Series, NCAA Basketball Championships) or any other similar event that takes place in the Union's jurisdiction.

17. Free Transit Pass. The Employer shall reimburse one hundred percent (100%) of the monthly transit passes for employees who use public transportation for commuting to work.

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18. PENSION AND HEALTH CARE

Health Insurance, Pension and other Funds Bucket (California). The Union shall allocate to any fund, including, but not limited to, Legal Services, HIMLC, HITEF, Pension and Health Insurance on a per hour basis on the following dates:

1/1/24	\$0.80
1/1/25	\$0.90
1/1/26	\$1.00
Total:	\$2.70 per hour

Health Insurance (Arizona).

Health Care. Employer pays 100% of all tiers of medical, dental, vision, life and accidental death, and short term disability.

Dental Center.

.01 The Employer shall continue to provide dental benefits under the terms of the employer dental plan until such time as it is notified by the Union to cease coverage under that plan and to make contributions to the Santa Monica UNITE HERE Health Benefit Fund at the rate of ____ cents for each hour worked and/or paid for dental benefits provided pursuant to the Fund's dental plan and Trust Agreement.

.02 Solely in regards to dental benefits (see Section 1 above), the Employer agrees to participate in and make contributions to the Santa Monica UNITE HERE Health Benefit Fund ("Health Fund"), which is jointly administered by the Trustees, limited only by the terms and provisions of this Agreement and the Trust Agreements, as amended, establishing, and continuing the Health Fund. The Employer acknowledges receipt of a copy of, and agrees to accept, be bound by, and fully comply with all the terms of the Trust Agreements providing for the Health Fund and any amendments thereto.

Pension, Legal, HITEF, Pension and HIMLC (Arizona).

	Legal	HITEF	Pension	HIMLC
1/1/24	.11	.02	\$1.50	.08
1/1/25	.12	.02	+\$1.00	.10
1/1/26	.13	.02	+\$1.00	.12

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SAFETY AND HUMANE WORKLOAD

19. Force Majeure.

This Appendix ___ concerns future pandemics or other emergency events impacting the Hotel's operations and employment levels.

1. In the event of a future pandemic, terrorist attack, natural disaster or other emergency or “force majeure” event which causes the closure of the Hotel or the layoff of more than fifty percent (50%) of employees ("Triggering Event"), the Employer shall notify the Union in writing at the earliest opportunity of any anticipated impact of the Triggering Event on the Hotel's operations and work opportunities for bargaining unit employees.

2. Once provided notice under Section 1, the Union may in its exclusive discretion choose to either: (a) initiate bargaining with the Employer over the impacts of the Triggering Event, in which case the Employer shall promptly commence good faith negotiations with the Union; or (b) apply the provisions outlined in the below subsections, in which case the Employer shall comply fully with their terms:

2.01 The Employer shall contract with an expert mutually determined by the Parties to provide advice concerning best practices to ensure the health and safety of employees.

2.02 The Employer shall provide employees with ten (10) additional sick days.

2.03 The Employer shall make contributions to the Health Fund for the duration of any period during which employees are unable to work due to the Triggering Event, up to six (6) months.

2.04 The Employer shall continue to provide wages to employees for the duration of any period during which employees are unable to work due to the Triggering Event, up to six (6) weeks. Tipped workers shall be paid at the tipped premium pay rate.

2.05 The Employer shall notify the Union prior to applying for (or where no application is necessary, prior to utilizing) any subsidies, tax credits, loans, grants, or other form of relief from a federal, state, or local government body made available to the Employer in connection with the Triggering Event which may lawfully be used in any way to provide compensation, funds or other benefits for employees, and shall

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negotiate with the Union in good faith concerning the uses of any such relief.

2.06 To the extent the Employer is required to make any operational change due to the Triggering Event or associated enactment of laws or governmental guidelines, the Employer acknowledges and agrees that no such operational change shall be maintained without the written consent of the Union beyond the point in time that it is necessary as a matter of compliance with governmental laws or guidelines. Nor may any operational change made in response to the Triggering Event be cited as an instance of past practice in any future dispute concerning such change.

3. If the Triggering Event necessitates layoffs, the Employer shall follow the procedures concerning recall and bumping rights outlined in the CBA.

4. To avoid doubt, the parties shall refer to Appendix E (Closures) in the event of a temporary full or partial closure of the Hotel for remodeling or of any full or partial permanent closure of the Hotel.

5. Any dispute concerning the interpretation or application of the terms set forth herein shall be subject to the grievance and arbitration procedure set forth in the CBA.

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20. Health and Safety.

.01 Employer Commitment. The Employer shall provide a safe and healthy environment for employees including, but not limited to, by complying with all applicable federal, state, local health and safety and public health laws, rules, and directives.

.02 First Aid and Safety Devices. The Employer shall furnish and use medically necessary safety devices and safeguards, including first aid kits and defibrillators, and shall adopt and use methods and processes adequate to render such place of employment safe, and shall take necessary action to protect the life, health, and safety of the employees.

.03 Safety Records. Upon written request, and except to the extent limited by applicable law or regulations, the Employer shall provide the Union available relevant records on accidents and safety records maintained by the Employer, except that no personal medical records or information regarding any employee will be provided without the employee's written consent.

.04 Safety Training. The Employer shall make reasonable efforts to advise each employee, through safety and health training and/or through advice on specific occasions as needed, of health and safety risks that the employee is likely to encounter in the course of the employee's assigned work.

.05 Unsafe Actions. An employee may refuse a work assignment if the employee has a reasonable and good faith belief that performance of such assignment would subject themselves to unusually dangerous conditions which are not normally within the scope of their job duties. Prior to exercising the employee's right under this subsection __.05, the employee shall promptly notify the Employer of the perceived unsafe condition.

.06 OSHA Inspections. During an inspection by OSHA involving a claim concerning a bargaining unit employee, an authorized Union representative shall have the right to participate in such inspection.

.07 Safety Alarm. The Employer shall provide a safety alarm to each employee assigned to work in a guest room without other employees present, at no cost to the employee. Each employee shall be required to carry the device with them at all times when working and to utilize such device when they believe there is an ongoing crime, harassment, or other emergency in the employee's presence. The devices shall be able to summon immediate on scene assistance to the employee's location from another employee or security guard. The purpose of this Section is to protect employee safety. The device may not be used to track or discipline for productivity-related issues. The employee in danger may cease work and leave the immediate area where the incident occurred

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to await the arrival of the employee or security personnel responsible for providing immediate assistance. Such systems shall be installed in the hotel.

.08 Protections Against Unwanted Conduct. The Employer shall record an accusation that a guest has made an unwanted sexual advance, request for sexual conduct, or other verbal or physical conduct of a sexual nature towards an employee or towards another guest of the establishment, including the name of the guest. The Employer shall inquire for the name of the guest if that information is not included in the initial notice to the Employer. If the Employer is unable to learn the name of the guest, the Employer shall learn and record as much identifying information about the guest as is reasonably possible. The Employer shall maintain a list of all guests so accused for at least five (5) years from the date of the most recent accusation against the guest. A “guest” as used in this Section __ means a registered guest, or others occupying a guest room with a registered guest, and visitors invited to guest rooms by a registered guest or other occupants of a guest room. Upon request, the Employer shall reassign the employee to a different floor or work area away from the guest for the entire duration of the guest’s stay. If the Employer learns that any guest on the list is staying at the Hotel, the Employer shall notify the Union and any employees assigned to work in the guest’s room prior to the start of the employees’ scheduled shifts, and shall warn the employees to exercise caution when entering that designated room during the time the guest is staying at the Hotel. The Employer reserves the right to assign a non-bargaining unit employee to service the room.

.09 Process for Complaints. Upon receipt of an allegation that a guest has committed sexual assault or other criminal conduct against an employee, the Employer shall promptly contact local law enforcement with jurisdiction over the Hotel, immediately notify the employee that law enforcement has been contacted and that the employee may be asked to provide a statement, and that they have a right to decline to do so, and provide the employee with sufficient paid time to provide a police statement. The Employer shall fully cooperate with any investigation into the incident undertaken by the law enforcement agency.

.10 Prohibition of Guests. When an allegation that a guest has committed sexual assault or criminal conduct against an employee is supported by a police report and statement made by such employee under penalty of perjury, the Employer shall inform the guest that they are prohibited from returning to the Hotel and shall maintain such prohibition for at least three (3) years from the date of the incident alleged in the statement.

.11 No Retaliation. There shall be no retaliation against any employee who seeks to enforce the employee’s rights under this Section __ by any lawful means or for otherwise asserting rights under this Section __.

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21. Humane Staffing.

Effective July 1, 2023, the Employer shall staff the bargaining unit at no less than one hundred and ten percent (110%) of pre-pandemic staffing levels relative to business levels. Specifically, the Employer shall employ employees in proportion to guest occupancy such that the total number of hours worked by bargaining unit employees, by classification, each month is at or above one hundred and ten percent (110%) of the total bargaining unit hours worked relative to guest occupancy during the same month in 2019. For the purpose of this Section, the term 'hours worked' refers only to hours actually worked by employees.

For example, assume that in November 2019, the Hotel averaged 80% occupancy and room attendants worked 1,000 hours. If the Hotel had 70% occupancy for November 2022, room attendants should work at least 962.5 hours. Formula: 70% occupancy for November 2022/80% occupancy for November 2019 x 1,000 hours x 110% = 962.5 hours worked. If the Hotel had 90% occupancy for November 2022, room attendants should work at least 1,237.5 hours. Formula: 90% occupancy for November 2022/80% occupancy for November 2019 x 1,000 hours x 110% = 1,237.5 hours worked.

If the Hotel does not comply with these staffing requirements in a given month in a given classification, the Hotel, no later than the end of the twentieth (20th) day of the following month, in consultation with the Union, shall be required to distribute by Hotel seniority the total amount of hourly wages and trust fund benefit contributions that the Hotel would have paid (had it complied with the hours requirement) to employees in that classification who were available to work but who worked less than one hundred and seventy-three (173) hours that month. If any owed hours remain after the Employer has paid all employees in that classification for at least one hundred and seventy-three (173) hours for that month, the Employer shall distribute the remaining hours equally among all employees in that classification. No later than the tenth (10th) of every month, starting with the second full month after this provision goes into effect, the Hotel shall provide the Union with the previous month's occupancy rate and the number of hours worked by each employee, by classification.

If the Hotel fails to make this distribution on or before the twentieth (20th) of the following month, the Hotel shall pay double wages and benefits. No later than the twentieth (20th) of the following month, the Employer shall provide the Union with a report showing any wages and benefits paid pursuant to this Section and identifying to which employees the payments were made.

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No later than one month after ratification, the Hotel shall provide the Union with occupancy rates and the number of total hours worked per month, by classification, for every month of 2019.

22. Daily Room Cleaning (for hotels that do not have this language in current contract).

.01 Daily Room Cleaning. The Hotel shall provide daily housekeeping service for every night of a guest's stay. The sole exception to daily housekeeping service shall be when a guest affirmatively declines housekeeping service by using a Do Not Disturb, Privacy, No Service sign or otherwise affirmatively notifying the Hotel that daily housekeeping service has been declined (collectively, "DNDs"). Under no circumstance shall the Hotel initiate communication, in any manner, with a guest about whether they want daily housekeeping service, what time they would prefer daily housekeeping service, or make any statement that could be interpreted to encourage a guest to decline daily housekeeping service. The Hotel will not offer or provide any incentive for a guest to decline stayover housekeeping service or charge a guest extra for stayover housekeeping service. The Hotel, in consultation with the Union, may continue, modify, or establish a sustainable environmental program whereby guests are encouraged to reuse linen or towels. This provision shall not apply if the Hotel is unable to clean occupied guest rooms due to guests quarantining or having tested positive for COVID-19.

.02 Limit on Holding Back Rooms. The Employer will assign for housekeeping service all rooms that have been occupied the prior night at the beginning of each day, except that the Employer may hold back up to ten percent (10%) for non luxury hotel or five percent (5%) for luxury hotel of occupied rooms for the purpose of replacing DND's. The purpose of this section is to ensure that the Employer is not holding back excessive rooms in order to avoid assigning each occupied room for cleaning. After sixty (60) days of execution, either party may request a meeting to modify or amend this number based on the practice at the Hotel.

.03 Record Retention. The Employer shall retain records in electronic format (if such electronic format is available in the normal course of business) showing: (1) daily occupancy; (2) daily check-ins; (3) daily check-outs; (4) room attendant and houseperson schedules; (5) daily assignment sheets/boards for room attendants (showing both rooms assigned and rooms actually cleaned against the assignments); (6) "Do Not Disturb" (DND) requests or other records reflecting communications from guests indicating the guest's request to decline housekeeping service; (7) number of rooms the Employer held back or retained each day for the purpose of replacing DND's; and (8) hours actually worked by housekeeping employees, both individually and in aggregate. These records may be created and maintained by the Employer as is done in the normal course of business and must be retained by the Employer for a period of no less than six (6) months

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(measured on a rolling basis). Within fourteen (14) days of written request, the Employer will provide the Union with access to these records for the purposes of reviewing and copying, as necessary, provided that records shall be used only to monitor compliance with and/or enforce the provisions of this Agreement and for no other purpose.

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EQUAL JUSTICE

23. Juneteenth Holiday. Add Juneteenth as a recognized paid holiday.

24. Voting Rights.

.01 Paid Voting Time. Employees who lack sufficient time outside scheduled work hours to vote in local, state, and federal elections, including elections for office, primaries, ballot initiatives, referenda, and special elections, may take up to two (2) hours off work with pay for this purpose. Paid time off will be provided at the beginning or end of the employee's regular shift, whichever will allow more time for voting and less time off from work. Employees requiring time off must notify their supervisor at least two (2) days before voting and must present a voter's receipt to the supervisor upon return to work from voting.

.02 Voter Registration. New employees shall be offered the opportunity to register to vote online at the Hotel during their orientation period. In addition, employees shall be afforded the opportunity to register to vote at the Hotel any time thereafter during non-working time. The Employer shall not make or keep a copy of any completed voter registration application.

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25. Immigration Protections

.01 General Principles. The Union and the Employer have a mutual interest in avoiding the termination of trained employees. Accordingly, to the extent not addressed by this Agreement, at the request of the Union, the Employer will meet and discuss issues related to compliance with the Immigration Reform and Control Act and any other current or future legislation, government rules, or policies related to immigrants which impact bargaining unit employees.

.02 Non-Discrimination. The Employer shall not discipline, discharge, or discriminate against any employee because of national origin or immigration status, or because the employee is subject to immigration or deportation proceedings, except as required to comply with the law. An employee subject to immigration or deportation proceedings shall not be discharged because of pending immigration or deportation proceedings, so long as the employee is authorized to work in the United States. If the Employer is notified that an employee has been detained or incarcerated as a result of pending immigration or deportation proceedings, the Employer will place the employee on unpaid leave of absence for a period of twelve (12) months. If the employee is released and provides appropriate work authorization documentation within the twelve (12) month period, the employee will be returned to work without loss of seniority to the employee's former job classification, displacing the least senior employee in that job classification. Employees on leave of absence under this Section __ shall not accrue vacation, PTO, or other benefits during the leave of absence.

.03 Change of Identity. The Employer shall not take any adverse action against an employee because of changes to the employee's name or social security number, provided that the employee provides acceptable proof of correct identity and is authorized to work in the United States.

.04 Workplace Immigration Enforcement. In order that the Union can take steps to protect the rights of its members, and unless it is legally prohibited from doing so, the Employer shall:

(i) Notify the Union via email immediately, but no later than twenty-four (24) hours of receipt of any type of search and/or arrest warrant, administrative warrant, subpoena, or other request for documents from the Department of Homeland Security ("DHS") that does not relate only to specific employees.

(ii) Unless objected to by the affected employee, notify the Union via email immediately, but no later than twenty-four (24) hours of receipt of a search and/or arrest warrant, an administrative warrant, a subpoena, or other request for documents from DHS that relate to specific employees; the Union shall keep confidential any information it obtains pursuant to this provision and that it will use

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any such information solely to represent and/or assist the affected employee(s) in regard to the DHS matter.

(iii) Refuse admittance of any agents of the DHS who do not possess a search and/or arrest warrant, administrative warrant, subpoena, or other legal process signed by a federal judge or magistrate, unless the Employer is otherwise required by law to admit such persons.

(iv) Permit inspection of Forms I-9 or documents other than Forms I-9 by DHS or U.S. Department of Labor only after a minimum of three (3) days' written notice or other such period of time as provided by law or where such inspection is otherwise in accordance with the provisions of this Section.

(a) The Employer also shall permit DHS to inspect Forms I-9 only if and when compelled to do so by a valid written notice, arrest, search, and/or administrative warrant, subpoena, or other legal process, or as otherwise required by law.

(b) The Employer shall not provide documents other than the Forms I-9 to the DHS for inspection or reveal to DHS the names, addresses, or immigration status of any employees in the absence of a search warrant or subpoenas signed by a federal judge or magistrate or where otherwise required by law.

(c) If the Employer is issued a DHS administrative subpoena for documents other than Forms I-9, the Employer will work with the Union to ensure that the Employer's response to the subpoena does not exceed that which is required by law.

(v) Offer a private setting for questioning of employees by DHS, to the extent legally possible.

(vi) Provide affected employees with the maximum amount of time permitted by law to present documents to establish employment authorization if DHS notifies the Employer that certain employees do not appear to be authorized for employment.

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.05 Re-Verification of Status

.05.1 The Employer shall not require or demand proof of citizenship or immigration status, except as required by 8 USC § 1324a or as otherwise required to comply with the law. No employee employed continuously since November 6, 1986, or whose circumstances constitute “continuing employment” as defined in 8 CFR § 274a.2(b)(1)(viii) shall be required to provide such proof.

.05.2 The Employer shall not retain hard copies of employees’ identity and work authorization documents.

.05.3 In the event of a sale of the business or its assets, the Employer shall offer to transfer the Forms I-9 of its employees to the new employer or, at the Employer’s option, to jointly maintain the Forms I-9 of its employees with the successor employer for a period of three (3) years, after which the successor employer shall maintain said forms.

.05.4 After three (3) business days have elapsed following an employee’s date of hire, the Employer shall not revisit the employee’s work authorization status, including but limited to conducting an internal audit of employees’ Forms I-9 or related paperwork (whether a general audit or a review of paperwork for particular employees), requesting that an employee provide new or additional documentation concerning the employee’s work authorization status, or asking an employee questions concerning the employee’s work authorization status. The sole exception to the prohibition stated in the previous sentence is where an employee provides the Employer with documents stating that the employee’s work authorization shall expire on a specified date, in which case the Employer shall communicate with such an employee concerning the submission of renewed work authorization documents, as provided in subsection .11.2.

.06 Social Security Number Discrepancies. Subject to applicable law, in the event that the Employer receives notice from the Social Security Administration (“SSA”) indicating that one or more of the bargaining unit employee name(s) and social security number(s) (“SSN”) that the Employer reported to the SSA do not agree with SSA’s records, or any other notice of a discrepancy with an employee’s SSN, the Employer shall:

- (i) Provide a copy of the notice to the employee and the Union upon receipt, unless objected to by the affected employee;
- (ii) Not take any adverse action against any employee listed on the notice solely because of the receipt of a no-match letter or other notice of discrepancy;

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(iii) Not require that an employee listed on the notice present a social security card for review, complete a new Form I-9, or provide new or additional proof of work authorization; and

(iv) Not contact the SSA or any other governmental agency, solely as a result of receiving a no-match letter from the SSA.

.07 Seniority for Immigration-Related Issues.

.07.1 If an employee does not provide adequate proof of the employee's authorization to work in the United States following completion of the probationary period, and the employee is terminated for this reason, or if an employee is given the choice and chooses to resign in lieu of being terminated for the foregoing reason, the Employer agrees to immediately reinstate the employee to the employee's former position, without loss of prior seniority, upon the employee providing proper work authorization within twelve (12) months from the date of such separation of employment; provided, however, seniority shall not continue to accrue during the period from such separation of employment until the employee provides proper work authorization. However, if the employee produces proper work authorization within ninety (90) days of the date of such separation of employment, the employee shall be immediately reinstated to the employee's former shift and station, without loss of prior seniority.

.07.2 If an employee separated from employment pursuant to subsection __.07.1 needs additional time to obtain proper work authorization, 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 thirty (30) months from the date of such separation. Such employees will be subject to a new probationary period.

.07.3 The Employer will furnish a personalized letter stating the employee's rights and obligations under this subsection __.07 to any employee terminated or who resigned in lieu of termination because the employee has not provided adequate proof of authorization to work in the United States.

.08 Limited-English Proficient Employees.

.08.1 While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their choice when speaking among themselves during work hours provided that such conversations are conducted in a manner that is respectful of guests and other employees and is consistent with quality guest service.

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.08.2 Upon request of an employee, the Employer shall provide interpreters from its staff, where such staff is available, for employees not fluent in English during any investigative interview that may lead to discipline or discharge. If the Employer is unable to provide an interpreter, the Union may provide an interpreter. If an interpreter is not readily available, timelines for issuance of the disciplinary or discharge notice shall automatically be tolled until an appropriate interpreter is available.

.08.3 The Employer shall work with the Union to provide English as a second language and literacy classes to employees.

.09 Legality. The Union and the Employer agree that this Agreement shall not be interpreted to cause or require the Employer to violate IRCA, 8 USC § 1324a, or any other applicable law. Except for the Union and agents of the Employer, and as otherwise required by law, the Employer shall not permit any private or public entity to conduct an audit or inspection of its Forms I-9 or personnel records.

.10 E-Verify. The Employer agrees not to use the E-Verify system or any other similar federal program, unless required by law.

.11 Leaves of Absence.

.11.1 If the Employer determines that a post-probationary employee cannot or has not provided acceptable documentation of the employee's right to work in the United States, the Employer shall notify the Union by electronic mail. Upon the Union's request, the Employer shall meet with the Union to discuss the nature of the issue to see if a resolution can be reached. Whenever possible, the meeting shall take place before any action is taken by the Employer, provided, however, the Union acknowledges and agrees that the Employer may take any action which is required to ensure the Employer's compliance with any and all immigration and/or employment authorization statutes, laws, and regulations.

.11.2 The Employer will provide an employee with at least sixty (60) days' notice that the documents provided by the employee demonstrating work authorization are scheduled to expire and that the Employer will need to update the employee's Form I-9 with the employee's proof of continued work authorization. Such notice will be provided to an employee in writing.

.11.3 Upon request, employees shall be released for up to five (5) unpaid working days during the term of this Agreement in order to attend U.S. Citizenship and Immigration

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Service proceedings and any related matters for the employee only. The Employer may request verification of such absence.

.11.4 The Employer shall grant a leave of absence of up to five (5) years to any non-probationary employee who has lost work authorization status solely as a result of change in DACA, DAPA, or TPS Status. If the employee obtains appropriate work authorization within the five-year period, the employee must provide documentation of the work authorization and return to work within six (6) months after obtaining it or forfeit the leave provided in this subsection. The reinstated employee will displace the least senior employee in the employee's former job classification. An employee will not accrue vacation, PTO, or the other benefits based upon particular plan policies during such absence.

.12 Federal Contracts. If the Employer enters into a federal contract that requires the use of E-Verify for non-probationary employees, the Employer will work with the Union to ensure that the scope of the E-Verify use does not exceed that which is required by law.

.13 Management Training. The Employer shall train all managers and supervisors on this Section 13 within sixty (60) days of signing this Agreement, and thereafter within six (6) months of hiring any new manager or supervisor.

.14 Paid Citizenship Holiday. On the day that an employee is sworn in as a U.S. citizen, the employee will be excused from work and will be compensated for all lost time at the same rate used for holiday pay.

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26. No Discrimination Against Workers Impacted by Mass Incarceration.

01. Commitment. The Union and Employer have a shared goal of mitigating the impacts of mass incarceration, which has disproportionately harmed working class people, particularly people of color. The Parties recognize that the existence of a criminal record does not predict an individual's likelihood of committing crimes in the future and acknowledge that the Employer has access to superior means of fostering safety and preventing crime in the workplace than by relying on unfair stereotypes. Because access to employment is one of the greatest predictors of recidivism rates for people who have been impacted by mass incarceration, the advancement of the Parties' shared goal of mitigating its impacts, in addition to promoting fairness and equality in the workplace, may over time reduce the rates of crime in our communities.

02.01 Hiring. The Employer shall not discriminate against workers impacted by mass incarceration in hiring, including, but not limited to, by following California Government Code Section 12952 (the "Fair Chance Act") and other applicable federal, state, and local laws, and the terms set forth below in this Section __. The Employer shall not include on any application for employment any question that seeks the disclosure of an applicant's arrest or conviction history. Prior to making a conditional offer of employment to an applicant, the Employer shall not inquire into or consider the arrest or conviction history of the applicant.

02.02 Impact of a Criminal Record. In evaluating the results of a criminal background check, the Employer may only consider felony and misdemeanor convictions for crimes which are directly and adversely related to the specific duties of the job sought. The Employer may not consider, distribute, or disseminate information regarding: (i) an arrest that did not result in a conviction; (ii) referral to or participation in a pretrial or post trial diversion program; or (iii) convictions that have been sealed, dismissed, expunged or statutorily eradicated pursuant to applicable law.

Prior to conducting any background checks, the Employer shall present the Union with a list stating which crimes it considers to be directly and adversely related to various job positions, and the Union shall have the right to bargain over the list, and/or grieve any items with which it disagrees. For guidance, a misdemeanor for driving under the influence shall be considered directly and adversely related to a valet driver position, whereas the same misdemeanor shall not be considered directly and adversely related to a position that does not involve operating vehicles, such as a room attendant position.

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The Employer's discovery that an applicant has had prior convictions does not, on its own, justify rescinding a job offer. In determining whether to rescind a job offer motivated solely or in part by an applicant's conviction history, the Employer shall consider: (i) the nature and gravity of the offense or conduct; and (ii) the time that has passed since the offense or conduct and completion of the sentence; and (iii) the nature of the job held or sought.

If more than two years has passed since the applicant completed the sentence for their most recent conviction (or if there was no sentence, then since the date of their conviction), there shall be a rebuttable presumption that the applicant does not pose a greater risk to the Employer than a similarly situated applicant with no history of criminal convictions.

02.03 Notice. When the Employer intends to rescind a job offer for reasons motivated solely or in part by the applicant's conviction history, the Employer shall provide the applicant with a document containing the following information: (i) an explanation, in writing, of the Employer's reasoning for its preliminary decision; and (ii) the title and full text of the Fair Chance Act; and (iii) a notification meeting the requirements set forth in Section 12952(c)(2)(A), (B), and (C) of the Fair Chance Act. Upon request, the Employer shall provide the Union with copies of such documents and the contact information for the corresponding applicants.

03.01 Just Cause. Arrest and/or incarceration, on its own, does not provide just cause for disciplinary action.

03.02 Notice Obligation. Employees who have been arrested and/or incarcerated retain a reasonable obligation to notify, or have someone notify, the Employer of the employee's absence from work. An employee who is arrested and/or incarcerated may be excused from providing notice regarding each scheduled shift if the Employer and the employee agree upon an initial period for the employee to be absent from work, as soon as practicable. If the employee will be unable to return to work following the initial period, the employee shall notify the Employer and establish a new date to return to work.

03.03 Return to Work. An employee who is arrested and/or incarcerated but is released to return to work within thirty (30) days of the original absence caused by incarceration and has met the requirements of this Section __, shall be returned to work without loss of seniority or other privileges of employment.

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27. Promotion of Diversity

.01 Commitment to Diversity. The Employer and the Union are committed to a comprehensive approach to a diverse workforce, practicing equal employment opportunity and engaging in affirmative efforts to create and maintain an environment that supports and encourages the contribution of all employees. The Parties pledge to have a productive and hospitable environment for current employees and potential applicants that invite a workforce reflective of the diversity in the surrounding area. The Employer is committed to respect the needs of the current workforce, which includes immigrants from many different parts of the world. The Parties are proud of that diversity and the benefits it brings to the Hotel and the hotel industry in general.

.02 Affirmative Steps. The Employer shall take affirmative steps to further diversify the workforce to properly reflect the surrounding area, and in particular diversify with African American employees, by: (i) Cooperating with a diversity ombudsperson named by the Union (the “**Ombudsperson**”); and (ii) participating in good faith in a Diversity in the Workplace Taskforce (the “**Taskforce**”), with equal numbers of decision-making management representatives to be selected by the Employer, and decision-making Union representatives and community representatives to be selected by the Union.

.03 Taskforce Mission. The Taskforce will work together to analyze hiring, transfer and promotion practices and patterns and to carry out the mission described below. The Taskforce shall meet at least quarterly. The mission of the Taskforce shall be to:

- (i) Develop an outreach program that informs and educates the community about job opportunities and availability in the hotels covered by agreements with the Union;
- (ii) Review and make recommendations regarding the application and hiring procedures that may present obstacles to members of the African-American and broader diverse community members;
- (iii) Work with existing community job development and training programs that will assist Employer in identifying potential job applicants;
- (iv) Propose use of the resources available in the Hospitality Industry Training and Education Fund to further the efforts of the Taskforce;
- (v) Propose long-term solutions to any immigration-related problems in the workplace that may arise; and

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- (vi) Track the results of these efforts for the duration of this Agreement in a formal report twice yearly to the Employer and to the Union;

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

.04 Ombudsperson. The mission of the Ombudsperson shall be to serve as an ex-officio member of the Taskforce, with full access to its deliberations and records; to meet with the responsible executives of the Employer, with or without the presence of Union representatives at the Ombudsperson's discretion, to discuss specific complaints by employment applicants about the Employer's hiring practices or decisions; to recommend to the Employer specific measures to deal with these complaints; to publicize by mutual agreement of the Parties findings and conclusions about these complaints and other Taskforce findings; and to recommend to the Taskforce long-term, systemic policies to ensure diversity. The Ombudsperson and other Taskforce members will take appropriate measures to protect the confidentiality of the personnel matters presented to them and will not undertake any activity that may increase the Employer's risk of adverse publicity or legal action. Implementation of this Section ___ shall not cause any employee or applicant to suffer a loss of any privacy right or obligate the Employer or the Union to provide any information to which either was not previously obligated. Further, nothing herein shall require the Employer or the Union to undertake any action that would violate any federal, state, or local law.

.05 Apprenticeship Programs. The Employer shall cooperate with the Hospitality Training Academy ("HTA") in its hiring programs, including participation in apprenticeship programs as follows:

.05.1 The Employer hereby subscribes to the provisions of the apprenticeship standards formulated and registered by the HTA with the United States Department of Labor and the State of California Department of Apprenticeship Standards for HTA apprenticeship programs. The Employer agrees to carry out the intent and purpose of said standards and to abide by the rules and decisions of the Sponsor/HTA established under these apprenticeship standards.

.05.2 The Employer has received a copy of the standards and has read and understands them, and hereby requests certification to hire apprentices under the provisions of these standards, with all attendant rights and benefits thereof, until canceled voluntarily or revoked by the registration agency. On-the-job, the apprentice is hereby guaranteed assignment to a skilled and competent journey employee/mentor and is guaranteed that the work assigned to the apprentice will be rotated to ensure training in all phases of work.

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.05.3 The Employer further agrees to consider the apprentices for employment to the extent appropriate employment opportunities are available.

.05.4 During their probationary period, apprentices will be paid the probationary rate of pay set out in this Agreement. Upon completing the probationary period, apprentices will be paid twenty-five cents (\$0.25) less than the full classification rate for the applicable classification until the apprentice completes six (6) months of employment, to be measured from the apprentice's original hire date. Upon completing six (6) months of employment, the apprentice will be paid the full hourly pay of the applicable classification. The Employer may pay the apprentice more than the rate outlined in this subsection but must still provide wage increases of at least twenty-five cents (\$0.25) upon completion of the probationary period and at least another twenty-five cents (\$0.25) upon completion of six (6) months of employment.

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28. COMMITMENT TO SUSTAINABLE WORK AND PRODUCTS

.01 Construction Work. Employees covered by this Agreement frequently interact both with other employees of the Employer and employees of contractors engaged in the alteration, painting, or repair of the Hotel. This interaction includes but is not limited to preparing rooms and common areas for construction work and cleaning work areas during and immediately after the completion of construction work. This construction work is done by the Employer with its own employees, contractors' employees, or by a combination of its own employees and contractors' employees. Alterations, painting, and repair of the Hotel should ideally be performed by employees who are covered by a collective bargaining agreement. Accordingly, where the Employer receives bids from both union and non-union contractors, and where all other factors under consideration by the Employer are equal, the Employer shall select a contractor whose employees are covered by a collective bargaining agreement.

.02 Agricultural Products. The parties agree that farm workers who harvest and process agricultural products used for meals at the Hotel should be afforded safe, humane, and dignified working conditions. This is not only a moral concern but also a business concern because many customers wish to have assurances that the products they consume were produced under ethical conditions. To advance these interests, the Employer will seek to include, among the agricultural products it procures, produce and wines from worksites where the United Farm Workers of America ("UFW") reports working conditions are decent and to promote its use of such products to the Hotel's customers. Where products are available from both sites where farm worker working conditions are reported as decent and sites for which there are no such assurances, and where all other factors under consideration by the Employer are equal, the Employer shall select a product from a site with assurances of decent conditions. The Employer and the Union shall confer periodically concerning implementation of this provision.

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STANDARDIZE LANGUAGE

29. Add: 24 Month Recall Rights. Seniority shall be broken upon: Absence due to layoff or work related disability exceeding twenty-four (24) calendar months except that in the case of the closure of the Hotel or a significant part of the Hotel for reasons other than remodeling, the Employer and the Union shall negotiate regarding seniority protection

30. Grievance, Mediation and Arbitration Procedure

__01 Steps for Grievance and Arbitration. All questions, grievances, or controversies pertaining to the application or interpretation of this Agreement shall be handled in the following manner:

Step 1. The employee may take up the matter with the employee's manager on an informal basis to settle the matter promptly. An aggrieved employee may have a Union representative or a shop steward present in a Step 1 meeting, if the employee desires. In cases of suspension or discharge, the employee or the Union may unilaterally waive Step 1 and proceed directly to Step 2.

Step 2. If the grievance is not satisfactorily settled in Step 1, or it is a grievance filed by the Union on its own behalf or one in which Step 1 may be waived, the aggrieved employee or the Union shall, within sixty (60) calendar days from the date of the occurrence of the incident which gave rise to the grievance, file a written grievance with the Human Resources Department. The written grievance should set forth the facts giving rise to the grievance, including the date and persons involved and designate the specific provisions of the Agreement which allegedly have been violated. Failure to file such written grievance within sixty (60) calendar days of the occurrence of the incident which gave rise to the grievance shall result in such grievance being barred from further consideration.

Step 3. Employer representatives will confer with the employee and the authorized Union representative within seven (7) calendar days after such written grievance is received in an effort to settle the grievance. If not settled at this conference, the Employer shall issue a decision in writing within fourteen (14) calendar days from the time of such grievance meeting.

Step 4. If the matter is not resolved through the Step 3 conference, the Employer shall issue a decision in writing within fourteen (14) calendar days from the date of such grievance meeting.

Step 5 - Arbitration. If the Employer denies the grievance, the Union may refer the grievance to arbitration within thirty (30) days of the Employer's Step 4 response by written notice to the Employer. The following rules shall govern the arbitral process:

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(i) The arbitrators for all cases shall be Juan Carlos Gonzalez, Christopher Ruiz Cameron, Fredric Horowitz, Najeeb Khoury, and Edna Francis. The arbitrators shall be selected based on a regular rotation. If for any given case the arbitrator who appears next in the rotation is not available to hear the matter within twenty-one (21) days for expedited cases and ninety (90) days for non-expedited case, respectively, of the date that the grieving party moves the matter to arbitration, then the next arbitrator in the rotation shall hear the case. If all five (5) arbitrators are not available within the respective time periods, the arbitrator with the first available date shall hear the case. If the Parties agree to mediation, and the mediation is unsuccessful, the time periods stated in this paragraph shall commence on the date that the grieving party moves the matter back to arbitration following the conclusion of mediation.

(ii) All employee discipline cases shall be resolved through expedited arbitration, under the procedures set forth below, unless mutually agreed otherwise by the Parties. Non-discipline contract interpretation cases may be submitted to expedited arbitration only upon the mutual agreement of the Parties.

(iii) In expedited cases, the arbitration hearing must be continuous to a conclusion, scheduling additional days, if necessary, which shall be consecutive with the first day unless otherwise mutually agreed. A written closing statement of no more than four (4) pages may be submitted within seven (7) calendar days of the close of the hearing, unless waived in favor of oral argument upon mutual agreement of the Parties or the Parties mutually agree upon a different arrangement. No transcripts of the hearing shall be required for expedited cases. A written award shall be issued within fourteen (14) calendar days from submission of the Parties' closing statements or oral arguments, unless waived by mutual agreement of the Parties.

(iv) In non-expedited cases, the arbitration hearing need not be on consecutive days unless otherwise mutually agreed. Transcripts of the hearing shall normally be required. A written award shall be issued within thirty (30) calendar days from submission of the Parties' closing statements or oral arguments, unless waived by mutual agreement of the Parties.

(v) Each Party may be represented in all arbitration cases.

(vi) The arbitrator shall have no authority to amend, alter, add to or subtract from this Agreement. All expenses of the arbitrator, and the reporter's transcript (if

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ordered), shall be jointly and equally shared by the Parties. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the grievant(s).

(vii) No retroactive adjustment, if required, shall exceed one hundred eighty (180) days from the day the written grievance is first submitted by the employee or the Union to the Employer, and any such remedy shall be less any interim earnings, except that the one hundred eighty (180) day retroactive adjustment limitation shall not apply to claims for vacation pay, provided that such vacation pay claim shall be waived if the claim is not filed within fifteen (15) months of the date on which the vacation pay accrued, that is, the anniversary date of employment.

___.02 Extension of Time. The time limits specified in this Section 21 may be extended by mutual written agreement of the Parties.

___.03 Funds. The provisions of this Section 21 shall not apply to any claim or demand when asserted against the Employer by or on behalf of the Trustees of the Santa Monica UNITE HERE Health Fund, the Los Angeles Hotel Restaurant Employer-Union Retirement Funds, Los Angeles Hotel-Restaurant Employer-Union Legal Services Fund, Hospitality Industry Training and Education Fund, Hospitality Industry Labor-Management Cooperation Trust Fund, and any other trust fund found in this Agreement.

___.04 Optional Mediation Process. At any point during the grievance process, the Parties may voluntarily agree to submit disputes to mediation. The grievance mediation hearing shall be held within thirty (30) days of said written request unless the time limit is extended by mutual agreement in writing. The grievance mediation hearing shall be governed by the following rules:

___.04.1 The grievant shall have a right to be present at the hearing.

___.04.2 Each party shall have one (1) principal spokesperson.

___.04.3 Neither lawyers nor consultants shall participate in the hearing.

___.04.4 Any documents presented to the mediator shall be returned to the respective Party at the conclusion of the hearing.

___.04.5 Proceedings shall be informal in nature. The presentation of evidence is not limited to that presented at earlier steps of the grievance procedure. The rules of evidence shall not apply, and no formal record of the hearing shall be made.

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___04.6 The mediator shall have the authority to meet separately with any person or persons but will not have the authority to compel a resolution of a grievance.

___04.7 The mediator shall have no power to alter or amend the terms of this Agreement.

___04.8 The Parties shall use the Federal Mediation and Conciliation Service, or a neutral person by mutual agreement, as a mediator.

___04.9 Unless the Parties mutually agree in writing, if a grievance proceeds to arbitration after an unsuccessful mediation, no person serving as a mediator may serve as an arbitrator.

___04.10 Nothing said or done by the mediator, and nothing said or done by a Party or an employee for the first time in mediation, may be referenced at arbitration.

___05 Grievance Timeline Summary

The Union reserves the right to add, delete, modify, and/or amend proposals until such time as a complete agreement has been reached between the Union and the Employer.

STEP 1: An employee may informally raise a concern with the employee's manager (with a Shop Steward or Union representative present if the employee so desires).

STEP 2: If the matter is not resolved informally in Step 1, a written grievance may be filed with the Employer within 60 days of the event giving rise to the grievance.

STEP 3: The Parties meet within 7 days of the Union's submission of the written grievance in Step 2.

STEP 4: If not settled at the Step 3 conference, the Employer shall issue a decision in writing within 14 days from the date of such grievance meeting.

STEP 5: If the Employer denies the grievance, the Union may refer the grievance to arbitration within 30 days of the Employer's response in Step 4. Except as provided otherwise, the arbitration hearing should be held within 21 days for expedited cases and 90 days for non-expedited cases, respectively, of the date a Party moves for arbitration.

OPTIONAL MEDIATION: At any point in the grievance process, the Parties may agree to refer the grievance to mediation. The meditation meeting should be held within 30 days of the agreement to use mediation.

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31. No Strike, No Lockout

The No Strike Section/Article shall not apply where the Union is in a labor dispute with any food and beverage subcontractor or lessee at the Hotel.

32. Union Security

.01 Union Security. In Appendix ___(Minimum Wage Scale) there are listed classifications of employees and, under the conditions as set forth herein, the Employer agrees to maintain in employment in such classifications only persons who are members in good standing with the Union. All such employees, as a condition of continued employment, shall become members of the Union within thirty-one (31) days from the date of their employment or the date of this Agreement, whichever is later, and thereafter shall remain members in good standing with the Union. Membership in good standing means the payment of initiation fees and regular monthly dues. The Employer agrees to discharge any employee who fails to become and remain a Union member in good standing in accordance with the above provisions. Such discharge shall be effective within seven (7) days after Employer's receipt of the Union's written demand for such discharge. The above thirty-one (31) days' grace period does not apply to new hires who are already members of the Union.

.02 Dues Deduction. The Employer agrees to a payroll deduction of uniform initiation or reinstatement fees and membership dues, provided the Employer has received from each employee on whose account such deductions are made, a written assignment authorizing such deductions. Such an assignment authorizing such deductions shall be irrevocable for one (1) year following the date upon which it is signed; if the employee does not revoke the authorization at that time, it shall be considered automatically renewed for an additional one (1) year period.

Until such an assignment is revoked, the Employer shall remit and deposit directly into the Union's bank account, by electronic transfer each month, the amount of deductions made for that particular month, including initiation fees, reinstatement fees, membership dues, and arrears, together with a list of employees with their name and social security number for whom such deductions have been made. The list will indicate all official personnel actions that result in a change in status of bargaining unit members, including new hires, terminations, leaves of absence, and layoffs. Such a list shall be provided in Excel format via email, provided that social security numbers shall be sent in accordance with appropriate data security protocols. The remittance shall be forwarded not later than the tenth (10th) day of the month following the month in which deductions are made.

The Employer shall provide all new hires listed in Appendix A (Minimum Wage Scale) with dues check off authorization cards supplied by the Union at the time of employment.

The Union reserves the right to add, delete, modify, and/or amend proposals until such time as a complete agreement has been reached between the Union and the Employer.

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 for the purposes of complying with the check-off provisions.

If an Employer has agreed to the deduction of dues pursuant to this Article and fails to collect or pay over such dues pursuant to this Article, the Employer shall be liable for regular dues and initiation fees which the Union loses by reason of the Employer's failure.

.03 Union Referrals. The Union shall establish and maintain open and non-discriminatory employment lists for employment of employees covered by this Agreement. The Employer shall notify the Union in writing of all vacancies. The Union agrees to the best of its ability to supply to the Employer competent help at all times. Applicants for employment shall be referred by the Union to the Employer on a non-discriminatory basis, and such referrals shall not be based on or in any way affected by Union membership or lack of such membership or by Union by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies, or requirements. 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. 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.

.04 Other Sources. If the Union is unable to supply competent employees that are satisfactory to the Employer, the Employer shall then have the right to employ help from any source at the regular wage rates herein specified. Any persons so employed shall be advised at the time of employment that the establishment is operating under a Union contract, and any such employees shall be referred to the Union office within seven (7) days for registration as being employed. The Union agrees to accept such persons for membership upon terms and qualifications not more burdensome than those applicable at such time to other applicants of the Union.

.05 Voluntary Federal Political Deduction. The Employer agrees to honor voluntary political contribution deduction authorizations from its employees to UNITE HERE TIP-To Insure Progress. The political contribution deduction shall be made once each month during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the UNITE HERE TIP-To Insure Progress, 275 7th Avenue, New York, NY 10001-6708, accompanied by a report stating the name and social security number of each employee for whom a deduction has been made, and the amount deducted. The report shall be sent to the Union via email, provided that social security numbers shall be sent in accordance with appropriate data security protocols.

The Union reserves the right to add, delete, modify, and/or amend proposals until such time as a complete agreement has been reached between the Union and the Employer.

The Union shall indemnify, defend, and save the Employer harmless from 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.

.06 Voluntary Local Political Deduction. The Employer agrees to honor voluntary political contribution deduction authorizations from its employees to a political action committee (“PAC”) designated by the Union. The PAC deduction shall be made once each month during which an employee who has performed compensated service has in effect a voluntarily executed PAC deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the PAC, accompanied by a report stating the name and social security number of each employee for whom a deduction has been made, and the amount deducted. The report shall be sent to the Union via email, provided that social security numbers shall be sent in accordance with appropriate data security protocols.

The Union shall indemnify, defend, and save the Employer harmless from 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.

.07 Dispute Resolution. Should any dispute arise concerning the rights of the Employer, the Union, employees, or applicants for employment under this Section __, the dispute shall be submitted to and settled pursuant to Section __ (Grievance, Mediation, and Arbitration Procedure) of this Agreement. Decisions reached under this procedure shall be final and binding on the Employer, Union, employees, or applicants for employment.

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33. Union Rights

.01 Shop Stewards. The Union shall have the right to appoint or elect Shop Stewards in the Hotel. The Shop Steward shall report to the Union and shall not interfere with the management of the business. Shop Stewards may be designated by the Union to handle grievances and shall be given time off from their regular schedule without loss of pay to investigate grievances and to participate in grievance meetings with management which have been scheduled at mutually agreeable times. The Employer reserves the right to schedule grievance meetings during non-working hours. The Employer and the Stewards will treat each other with mutual respect. The Shop Steward must not leave the Shop Steward's assigned work area for Union business without prior permission. Such permission will not be unreasonably withheld.

.02 Shop Steward Certification. Shop Stewards will be certified by the Union as having completed a course of study concerning the duties and responsibilities of a Shop Steward under this Agreement. Said certificate will be sent to the Employer. To be recognized as a Shop Steward, the Union shall notify the Employer of the names of elected or certified shop stewards.

.03 Annual Shop Steward Training. *[If the Employer has this provision in the contract, the number of members shall remain the same. If the Employer does not have this provision in the contract, the Union and Employer shall negotiate a number based on a similarly sized hotel.]* Up to _____ members of the bargaining unit shall receive annually up to two (2) paid days off for Union training. The purpose of the training is to train Shop Stewards so that they may more competently represent the Employer's employees. The Union shall provide at least a ten (10) calendar day notice to the Employer of scheduled dates for Union training. The Union and the Employer shall cooperate to schedule training at times which are not unduly disruptive to the Employer's business operations.

.04 Union Access. Properly authorized Union representatives shall be permitted to investigate the standing of all employees; to investigate conditions; and to see that the terms of this Agreement are being observed. Said representatives shall be permitted to conduct such investigations within the premises of the Employer, provided, however, that no interview shall be held during rush hours. The Union representatives shall advise management or security upon arrival at the Hotel.

.05 Union Meetings With Employees. The Employer shall provide space affording privacy to authorized Union representatives and Shop Stewards, upon request, to meet with employees for the purpose of investigating and processing grievances and investigating conditions and seeing that the terms of this Agreement are being observed.

.06 Union Parking. Union representatives shall be permitted to use available Hotel parking when they are performing the above-described duties at the Hotel.

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.07 Designated Union Representatives. The Union shall designate in writing to the Employer the name(s) of its authorized representative(s) who may exercise the Union's access rights. Any representative not so designated may be denied access to the premises, unless accompanied by an authorized Union representative.

.08 Union Bulletin Board. The Employer shall provide the Union with a bulletin board, of reasonable size, in a reasonably prominent area of the employee cafeteria, or at another mutually agreed upon location(s), for posting of notices and other material by the Union, which shall not be defamatory toward the Employer or supervisors.

.09 Union Button. All employees shall be permitted to wear one (1) official Union button while on duty. The Union will, upon request, consult with the Employer regarding any problems presented by the size or style of Union buttons and will make good-faith efforts to remedy such problems.

.10 Employer Neutrality. The Employer agrees to remain neutral with respect to any of its current or prospective bargaining unit employees' decisions regarding membership in or support for the Union. The Employer, its supervisors, managers and other agents will not take any action or make any statement that directly or indirectly states or implies any opposition to Union membership or to the selection or maintenance of the Union as the employees' collective bargaining representative, and will not encourage or assist employees either directly or through third parties to terminate union membership, revoke dues checkoff authorization or invoke any right to reduce financial support to the Union. The Employer will inform any employee who inquires about Union membership or support that the employee should contact the Union.

.11 Orientation Meetings. Upon request by the Union, one (1) Union representative or a Shop Steward on paid time shall be afforded the opportunity to meet with new hires for thirty (30) minutes during the new employee orientation session, or within the first thirty (30) days of employment, if the Employer does not hold an orientation session within that time frame, without Employer representatives present. The Union shall provide advance written notice of any Union representative, or Shop Steward designated to conduct such a session. New hires participating in the session will be on paid time. The Union representative or Shop Steward shall not make any disparaging comments about the Employer during such sessions.

.12 Union Meetings. Any employee selected by the Union to attend educational or training meetings or to participate in other Union business or activities, including, but not limited to Union Executive Board meetings and Union conventions (but not including the processing of grievances) may be granted a leave of absence without pay and without loss of seniority to attend such meetings, business or activities, provided the Employer is given at least two (2) weeks' advance notice; provided, however, that the number of such employees for whom leave is

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requested shall not be unreasonable. Requests for such leaves shall not be unreasonably denied.

.13 Union Leave of Absence as Officer or Employee. Any employee elected to Union office or hired by the Union as an employee of the Union shall be granted a leave of absence without pay and without loss of seniority for the period of holding such office or employment. The employee shall return to work without loss of seniority so long as the employee notifies the Employer of the desire to return to work within thirty (30) calendar days of leaving Union office or employment.

.14 No Retaliation. No member of the Union shall be discharged or otherwise discriminated against because the person filed a claim with any governmental agency or a grievance with the Union. Any dispute arising from this provision will be resolved pursuant to Section __ (Grievance, Mediation and Arbitration Procedure) of this Agreement. Nothing herein shall be construed to prevent an employee from communicating directly with management regarding a problem or complaint. No employee shall be discharged for proper Union activity.

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34. Technology

__01 **Definition.** Technological change includes the use of automation, machines, computers, robots, software, tablets, or other handheld devices that replace or substitute for or materially increase or decrease the type or manner of work performed by employees in the Employer's workplace.

__02 **Notice.** The Employer shall provide the Union at least a sixty (60) day notice before implementation of any plans to upgrade, modify, improve, or extend technology currently in use by bargaining unit employees that are made after the effective date of this Agreement. The Employer shall provide the Union at least a sixty (60) day advance notice prior to the implementation of any new technological change, occurring after the effective date of this Agreement, that replaces or substitutes for or materially increases or decreases the type or manner of work performed by employees in the Employer's workplace.

__03 **Bargaining.** If the Union requests to bargain, it must do so within fifteen (15) days of the Employer's notice and shall include any information requests with such notice. The Employer shall promptly negotiate the impact of the new technology on the bargaining unit employees and the work they perform. Upon notice of a demand to negotiate, the process shall be governed by the following rules:

__03.1 **Information.** The Employer shall provide any information requested by the Union within twenty (20) days of receipt of the notice. The Union shall be afforded up to ten (10) days following receipt of requested information to meet with affected employees.

__03.2 **Negotiation.** At the conclusion of the initial information gathering period, the Parties shall meet over the following thirty (30) days in an attempt to reach a resolution.

__03.3 **Optional Mediation.** At any point during the process outlined above, the Parties may voluntarily agree to submit disputes to mediation. Mediation shall be conducted according to the procedures outlined in subsection ____ (Grievance, Mediation, and Arbitration) of this Agreement.

__04 **Interest Arbitration.** Should the Parties fail to resolve the issue within thirty (30) days from when the negotiation period opens, either party may submit the issue to expedited interest arbitration, which shall commence within twenty-one (21) calendar days of the party's referral of the matter to arbitration. The arbitrator shall be selected using the method outlined in section ____ (Grievance, Mediation, and Arbitration Procedure) for expedited cases. If the Parties agree to mediation, and the mediation is unsuccessful, a party seeking to move the matter to interest arbitration must do so within seven (7) days of the conclusion of mediation. The arbitrator shall

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have the authority to determine the arbitration procedures to be followed. The parties hereto agree to comply with any order of the arbitrator, which shall be final and binding.

___.05 **Implementation.** Where the Union has presented a demand to negotiate over a technological change, the Employer shall not implement the change absent mutual agreement between the Parties or an interest arbitration award resolving the dispute.

___.06 **Displaced Employees.** Any employee displaced due to technological change shall be entitled to recall to the classification from which the employee was displaced for twenty-four (24) months following the date of displacement and to preference for other job openings at the Hotel where the new technology is implemented in or out of the bargaining unit, after all other preferences possessed by incumbent employees at the Hotel have been exercised but before new employees are hired, provided the employee is qualified for the position or can be qualified in a reasonable period of time with adequate training provided by the Employer. Preference in hiring also will be given to any employee displaced due to technological change, who applies for another position for which the employee is qualified, at other Employer-operated hotels subject to a collective bargaining agreement with the Union.

___.07 **Other Available Jobs.** The Employer shall make all non-supervisory job postings electronically accessible to employees laid off under this Section __ to assist employees in their job searches.

___.08 **Available Work.** While employees are waiting for an offer of a permanent position, the Employer shall offer all available extra work within their classification to them in order of classification seniority.

___.09 **Recall/Rehire.** If an employee displaced under this Section __ is recalled to another position within the bargaining unit at the Hotel, the employee shall retain the employee's Hotel seniority and continuous service for vacation purposes. If a displaced employee is hired into a position at the Hotel outside the bargaining unit, continuous service with the Employer shall be recognized for vacation and health insurance purposes. If a displaced employee is hired into a new position at another Employer-operated hotel subject to a collective bargaining agreement with the Union, the provisions of that hotel's collective bargaining agreement shall apply.

___.10 **No Probationary Period.** No employee who has completed the probationary period and is recalled pursuant to this Section __ shall be required to complete a new probationary period. However, if the employee cannot satisfactorily perform the work on the shift or station to which the employee was recalled, the employee may revert to layoff status within thirty (30) days after the date of recall.

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___.11 **Health Insurance.** The Employer shall continue to make contributions to the applicable health insurance plan for any employee displaced as a result of the implementation of new technology, at one hundred and seventy-three (173) hours per month for six (6) months following the date of displacement.

___.12 **Severance Pay.** If an employee displaced under this Section __ elects not to seek another position with the Employer at the outset of the displacement or is not offered another position during the twenty-four (24) month job search period, the employee will be permanently laid off and offered the opportunity to execute a severance agreement to include the same terms as subsection 1 of Appendix ___(Remodeling).

___.13 **Reduction of Duties.** If technological changes reduce the duties of a classification without eliminating them, the classification shall continue to exist, but the Employer may adjust staffing levels, full or part-time status, or after bargaining with the Union the Employer may consolidate existing classifications or distribute the remaining duties to other bargaining unit classifications. If new technology performs functions previously performed by bargaining unit employees and requires human operation of machines, the machines shall be operated by bargaining unit employees and the Employer shall train employees in the affected classification to operate new technology.

35. Closure. Proposal forthcoming.

36. Just Cause and Discipline.

.01 Just Cause. No employee, who has completed their ninety (90) day probationary period, shall be disciplined, suspended, or discharged without just cause.

.02 Disciplinary Notice Expungement. Disciplinary notices shall be expunged from an employee's records after one (1) calendar year and shall not be thereafter used as the basis for discipline nor submitted in evidence in any grievance or arbitration.

.03 Timing and Form of Disciplinary Notice. Disciplinary notices shall be issued to employees within five (5) days of management becoming aware of the violation, excluding Saturdays, Sundays, and holidays, for which the disciplinary notice is issued, unless the Employer notifies the Union that additional time is needed to complete the investigation due to the unavailability of witnesses. There shall be a standard written disciplinary form, which shall be mutually agreed upon by the Employer and the Union. Employees shall only be issued disciplinary notices on the job during work time, except in the event an employee is suspended pending investigation and subsequently terminated.

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.04 Copy of Disciplinary/Discharge Notice. A legible copy of any written disciplinary notice shall be immediately given to the employee with a copy emailed to the Union within three (3) days after issuance of the notice, excluding Saturdays, Sundays, and Holidays.

.05 Shop Steward Attendance at Disciplinary Meetings. An employee may request the attendance of a Shop Steward at an investigatory interview where the employee reasonably and in good faith believes discipline may result from such an investigatory interview. The Employer shall assume no financial obligation if the affected employee requests the presence of a Shop Steward who is off duty; however, the Employer shall not be required to delay the meeting if another shop steward is available.

.06 Payment on Termination. An employee being terminated shall be notified by the Employer not later than the scheduled ending time of the employee's last shift. If the Employer fails to timely notify the employee in this manner, the employee shall be paid pursuant to subsection ____ (Reporting Pay) if the employee is terminated at the beginning of the employee's next shift. The foregoing shall not apply to an employee who is suspended and returns to the Hotel to be advised of the Employer's decision to terminate. Notification of termination of employment shall be given by the Employer and shall not be the responsibility of the Union. A terminated employee shall be paid all wages earned at the time of termination.

37. Non Discrimination.

.01 Non Discrimination. There shall be no discrimination by the Employer or the Union of any kind against any employee pertaining to hiring, promotions, discharge, pay, benefits, Union membership or benefits and rights, or any other aspect of employment because of race, religious creed, religious observance, color, age, sex, sexual orientation, gender identity, gender expression, national origin, ancestry, marital status, medical conditions as defined by applicable state or federal law, disability, genetic information or predisposition, military service, military and veteran status, pregnancy, childbirth, and related medical conditions, or any other classification or status protected by federal, state, or local laws or ordinances. The Parties will cooperate to ensure all employees are treated with dignity and respect.

.02 Limits on Credit Checks. The Employer shall not obtain or review the financial credit history or credit reports concerning any employee or applicant covered by this Agreement.

.03 Pregnancy Protections. If an employee so requests a reasonable accommodation that is consistent with both the employee's and the Employer's obligations under applicable law, the Employer shall provide a reasonable accommodation related to such employee's pregnancy, childbirth, or related conditions. "Reasonable accommodation" may include, but not be limited to,

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more frequent or longer breaks, time off to recover from childbirth, temporary transfer to a less strenuous or less hazardous position, job restructuring, light duty, additional break time, private non-bathroom space to express breast milk, and assistance with manual labor and modified work schedules. All employees, irrespective of hire date or full-time or part-time status, shall be entitled to at least twelve (12) weeks of unpaid leave to bond with a new child and at least four months (17 and 1/3 weeks) of unpaid leave for any pregnancy-related disability. Employees on pregnancy-related leaves of absence shall continue accruing seniority and shall be eligible to continue participating in the health insurance plan as required by law for up to seven (7) months. Any time off provided as a reasonable accommodation will run consecutively with any protected leave the employee is otherwise entitled to take for the condition under applicable law.

38. Employer Rules. The Employer may continue, and from time to time may change, such rules and regulations as it may deem necessary and proper for the conduct of its business, provided that the same are not inconsistent with any of the provisions of this Agreement. All such rules and regulations shall be observed by the employees. The Union may raise as a grievance any new or changed rule or regulation under Section ___ (Grievance, Mediation, Arbitration) and, if the matter is not satisfactorily resolved, it shall be subject to arbitration thereunder.

39. Supplies and Equipment. Employees will be provided materials and supplies to complete their job duties in a timely and efficient manner and according to the specification of their job duties. If an employee believes that they are unable to complete a work assignment due to insufficient materials and/or supplies, the employee must as soon as possible report the matter to a supervisor.

40. Employee Information. In order to permit the Union to carry out its responsibilities properly and efficiently, the Employer shall furnish the Union with a quarterly list of all employees in the bargaining unit, including each employee's (i) full name, (ii) social security number, (iii) last known email address, (iv) last known address, (v) last known telephone numbers (including cell phone), (vi) department (including departmental seniority date), (vii) classification (including classification seniority date), (viii) date of hire, (ix) wage rate, (x) gender, (xi) ethnicity, and (xii) date of birth. This report shall be sent in Excel format via email, provided that social security numbers shall be sent in accordance with appropriate data security protocols.

41. Successorship: Change of Operator or Ownership

.01 Retention of Employees. If the Employer voluntarily sells, transfers, or assigns all its right, title, or interest in the operation covered by this Agreement or substantially all of the assets used in such operation (or any part thereof in a permanent transaction), or if there is a change in

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the form of ownership of the Employer, the Employer shall give the Union reasonable advance notice thereof in writing, and the Employer further agrees that as a condition to any such 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 Forms I-9 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 Form I-9, 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 Forms I-9 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 Forms I-9, 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 Forms I-9 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 Forms I-9 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.

.02 Owner Obligations. This subsection __.02 applies when separate, unaffiliated entities own and operate the hotel. It is recognized that the Owner of the Hotel and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement. It is also recognized that the Owner needs the flexibility to select from time to time the operating entity best suited to realization of the Owner's business objectives, and that this can be accomplished without injury to the interests of the employees in the bargaining unit. Therefore, Owner shall ensure that while Owner owns the Hotel, the terms of any future operating agreement or management contract covering the Hotel shall specifically require 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 Owner shall furnish a copy thereof to the Union. Further, should Owner or a direct or indirect subsidiary of Owner sell or otherwise transfer a controlling ownership interest in all or any part of the business of the Hotel (in one or a series of related stock or asset transactions), or in the event there is a change in the form of ownership of the Hotel or assets to which Owner is a party, Owner shall as a condition to such transaction obtain from the other party(ies) to the transaction who will take thereby any interest in the business or the assets used in the business a written assumption of the obligations of the Owner as set forth in this subsection __.02, and a binding obligation that any

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operator it retains to operate the Hotel will assume and be bound by this Agreement. Owner will furnish a copy of the assumptions delineated in the previous sentence to the Union. Owner further agrees that, to the extent it has such documents, as a condition of any such sale, transfer, or assignment, it will transfer to the successor(s) completed Forms I-9 for all bargaining unit employees, obtain from its successor(s) a written agreement that the successor(s) will maintain these Forms I-9 in lieu of completing new Forms I-9 for bargaining unit employees (“I-9 Agreement”) and furnish a copy of the I-9 Agreement (but not copies of the I-9s themselves) to the Union not less than thirty (30) calendar days prior to the closing of the transaction. The foregoing obligation 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 Forms I-9, 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 Forms I-9 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 Forms 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.

.03 Limitations. The Employer shall not divide or diminish the scope of the bargaining unit by contracting for the use of any space within the Hotel and within the control of the Employer for operations of any sort customarily performed by bargaining unit employees, including but not limited to food and beverage outlets; any such contracting may be done by the Employer only in accordance with the terms of this Agreement, including those concerning subcontracting, and this provision does not alter or reduce to any extent the Employer’s rights under such provisions. Nothing in this subsection shall preclude an owner or any other party in interest from contracting for the use of space that is not controlled or managed by the Employer as an existing part of the Hotel operation, or preclude the continued leasing or future leasing, whether to the current or any other lessee, of any space currently leased in the Hotel, or preclude the leasing of space currently controlled by the Employer to a different third party subject to the provisions of part (ii) in the following sentence. The Owner shall not require the Employer to relinquish any part of the Hotel premises managed by the Employer except for (i) use in operations that would not be covered by this Agreement if they were conducted by the Employer or (ii) use in operations that would be covered by this Agreement provided that the economic package paid to or on behalf of employees performing work covered by this Agreement shall not be less than the economic package paid to or on behalf of employees under this Agreement and shall include an employer-paid defined benefit pension plan. The economic package shall include all emoluments of employment having definite and quantifiable economic value, including but not limited to wages (including premiums,

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bonuses and incentives, guaranteed workdays or workweeks, health and hospitalization benefits, retirement plan participation, paid vacation, paid holidays, and paid time off). Nothing in this Section __ is intended to expand or otherwise add to the existing bargaining unit covered by the Agreement.

.04 Receivership. If the Employer is operating in receivership, or through a creditor manager or in case of liquidation, bankruptcy, or sale of the business, all wages, vacation pay accumulated, and all health and welfare contributions become due and must be paid at once. In each case, to the extent permitted by law, the Union reserves the right to demand payment of wages and contributions as mentioned above for all members employed, and the Employer shall immediately comply with such demands.

.05 Involuntary Transaction. If ownership of the Hotel is transferred in an involuntary transaction, the Employer shall deliver to the Union copies of the entire contents of the personnel files (excluding attorney-client privileged documents, investigatory materials and medical records) of all bargaining unit employees except those files which are delivered to the transferee because it has employed or has made a legally-binding commitment to employ the employees to whom the files pertain.

.06 Bankruptcy. The provisions of subsection _____ (No Strike, No Lockout) shall be suspended upon the initiation of any proceeding to authorize the sale of the Hotel in an action filed under Chapters 7 or 11 of the United States Bankruptcy Code with respect to the Hotel or with respect to a business segment that includes the Hotel, or by delivery to the Employer of a notice of sale in foreclosure or other similar notice that the Hotel will be taken in a transaction that is not voluntary by the Employer, and shall remain suspended unless and until the condition that caused the suspension has been resolved completely or the Union delivers a written waiver of the suspension. The Employer shall deliver written notice to the Union of a filing or notice covered by this subsection __.06 within five (5) days after the Employer files or receives the petition or notice, and shall include a copy of the petition or notice. Notwithstanding any provisions of this subsection __.06 to the contrary, the provisions of this Agreement prohibiting strikes shall remain in full force and effect if (i) in the case of the initiation of any proceeding to authorize the sale of the Hotel in an action filed under the applicable bankruptcy laws, the assumption of the Obligations of the Owner under this Agreement (as defined hereinafter) is made an express condition of such sale, or (ii) in the case of a notice of sale in foreclosure or similar notice that the Hotel will be taken in a transaction that is not voluntary by the Employer, the lender or other entity causing the issuance of the notice has agreed in writing in an instrument making the Union an express third party beneficiary of the promise, that if it retains ownership of the Hotel, to assume the Obligations of the Owner under this Agreement, or if the Hotel is sold or transferred, that it will require as a condition for such sale or transfer, that any purchaser or transferee to assume the Obligations of

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the Owner under this Agreement. For purposes of this subsection __.06, the “**Obligations of the Owner**” shall include (i) the obligation of the purchaser or transferee (the “**New Owner**”) to assume this Agreement and to retain the then-current bargaining unit employees, both of which as and to the extent required by subsection __.01 above, or (ii) if the New Owner is not the operator of the Hotel, either directly or through a wholly owned or controlled affiliate, the obligation not to hire a replacement managing entity unless that entity agrees to assume this Agreement and to retain the then- current bargaining unit employees, both of which as and to the extent required by subsection __.02 above.

.07 No Bond. 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 subsections __.01 through __.08.

.08 Obligation Extension. The obligations of subsections __.01 through __.08 shall expire one (1) year following the expiration of this Agreement. During this one (1) year period, the obligations of this Section _ shall be enforced through the procedures in Section __ (Grievance, Mediation and Arbitration Procedure) of this Agreement and the Union shall retain the power to seek injunctive relief through judicial action as provided in this Section _.

.09 Owner’s Letter. (Model Owner Letters forthcoming.)

When the Owner of the Hotel is organized in the form of a real estate investment trust (“**REIT**”), any and all Owner obligations will be delineated in a separate “REIT Letter,” which shall be in the form attached hereto as Appendix []. When the Owner of the Hotel is not organized in the form of a REIT, any and all Owner obligations will be delineated in a separate “Owner Letter,” which shall be in the form attached hereto as Appendix []. Such Owner will be bound solely by the REIT Letter or Owner Letter, as applicable, and shall not be deemed a party or bound in any way to this Agreement. No owner, REIT or otherwise, shall be deemed to be the Employer or a joint employer party to this Agreement, solely by virtue of this Section __.

42. Savings Clause. The Parties shall abide by all applicable federal, state and local statutes covering the subject matter of this Agreement. Should any section(s), subsection(s), or other provision(s) of this Agreement be determined to be contrary to any such state and federal law, all other sections, subsections, and provisions of this Agreement shall remain in full force and effect, and a substitution for the invalidated section(s), subsection(s), or other provision(s) shall be immediately negotiated.

43. Off Site Cannabis Use. (Add to Drug and Alcohol Policy.) The Employer may not discriminate against, discipline, or penalize employee employees for using cannabis outside of work and away from the Hotel. The Employer may not use a drug test which indicates the mere

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presence of non-psychoactive cannabis metabolites in an employee's hair, blood, urine, or other bodily fluids, and does not indicate impairment. The Employer may discipline or discharge an employee that is impaired by cannabis while at work. Any cannabis testing shall be based on scientifically valid drug screening conducted through methods that do not screen for non-psychoactive cannabis metabolites.

44. Delete: Scope of Bargaining Sections/Articles

45. Delete: Complete Agreement Sections/Articles

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STANDARDIZE TRUST FUND LANGUAGE

46. UNITE HERE LOCAL 11 HEALTH INSURANCE (California only)

If the Employer has this Fund in the contract, the contribution rate shall remain unchanged except to the extent that it changes through current negotiations including allocation of a benefit bucket.

Effective July 1, 2023, for any employer that does not have this Fund in its contract, the rate shall be \$6.50 per hour for each hour worked or paid, excluding meal break penalties. Thereafter, the rate will change based on allocation by the Union of the bucket.

New Employers shall also agree to standard enrollment language.

.01 Health Fund Adoption. The Employer agrees to participate in and make contributions to the Santa Monica UNITE HERE Health Benefit Fund (“**Health Fund**”), which is jointly administered by the Trustees, limited only by the terms and provisions of this Agreement and the Trust Agreements, as amended, establishing, and continuing the Health Fund. The Employer acknowledges receipt of a copy of, and agrees to accept, be bound by, and fully comply with all the terms of the Trust Agreements providing for the Health Fund and any amendments thereto.

.02. Employer Contribution. Effective _____, the Employer shall contribute to the Health Fund, for all employees covered by this Agreement, _____ per hour for each hour worked or paid, excluding meal break penalties.

If Employer has Hotel Plan, add this language: Hotel Plan. Eligible bargaining unit employees who elect coverage under the Kaiser HMO will be required to pay a monthly premium of twenty dollars (\$20.00). The monthly premiums shall be collected by the Hotel (via payroll deduction) and paid to the Health Fund in the same payment with the Hotel’s contribution for that month.

.03 Reserved Rights. Notwithstanding any provisions of this Agreement to the contrary, this Agreement shall not restrict the Union's right to take economic action against the Employer in the event that the Trustees of the Health Fund determine that the Employer has failed to make the contributions required pursuant to this Agreement.

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47. UNITE HERE LOCAL 11 PENSION FUND

If the Employer has this Fund in the contract, the contribution rate shall remain unchanged except to the extent that it changes through current negotiations including allocation of a benefit bucket.

Effective July 1, 2023, for any employer that does not have this Fund in its contract, the rate shall be three dollars (\$3.00) per hour for each hour worked or paid, excluding meal break penalties. Thereafter, the rate will change based on allocation by the Union of the bucket.

.01 Pension Fund Adoption. The Employer agrees to participate in, and make contributions to, the Los Angeles Hotel-Restaurant Employer-Union Retirement Fund (“**Pension Fund**”), as originally established effective April 15, 1955, which is jointly administered by the Trustees, limited only by the terms and provisions of this Agreement and the Trust Agreements, as amended, establishing, and continuing the Pension Fund. The Employer acknowledges receipt of a copy of, and agrees to accept, be bound by, and fully comply with all the terms of the Trust Agreements providing for the Pension Fund and any amendments thereto.

.02 Employer Contribution. Effective _____2023, the Employer shall contribute to the Pension Fund, for each employee covered by this Agreement, _____ per hour worked or paid, excluding meal break penalties.

48. UNITE HERE LOCAL 11 LEGAL SERVICES PLAN

If the Employer has this Fund in the contract, the contribution rate shall remain unchanged except to the extent that it changes through current negotiations including allocation of a benefit bucket.

Effective July 1, 2023, for any employer that does not have this Fund in its contract, the rate shall be eleven cents (\$0.11) per hour for each hour worked or paid, excluding meal break penalties. Thereafter, the rate will change based on allocation by the Union of the bucket.

.01 Legal Services Fund Adoption. The Employer agrees to participate in, and make contributions to, the Los Angeles Hotel-Restaurant Employer-Union Legal Services Fund (“**Legal**

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Services Fund”), which is jointly administered by the Trustees, limited only by the terms and provisions of this Agreement and the Trust Agreements, as amended, establishing, and continuing the Legal Services Fund. The Employer acknowledges receipt of a copy of, and agrees to accept, be bound by, and fully comply with all the terms of the Trust Agreements providing for the Legal Services Fund and any amendments thereto.

.02 Employer Contributions. Effective _____, the Employer shall contribute to the Legal Service Fund, for each employee covered by this Agreement, eleven cents (\$0.11) per each hour worked or paid, excluding meal break penalties.

49. HOTEL INDUSTRY TRAINING AND EDUCATION FUND

If the Employer has this Fund in the contract, the contribution rate shall remain unchanged except to the extent that it changes through current negotiations including allocation of a benefit bucket.

Effective July 1, 2023, for any employer that does not have this Fund in its contract, the rate shall be two cents (\$0.02) per hour for each hour worked or paid, excluding meal break penalties. Thereafter, the rate will change based on allocation by the Union of the bucket.

.01 HITEF. The Employer and the Union desire to establish the highest standards of service to patrons and guests of the Hotel, and to create maximum job opportunity and advancement for employees in the hospitality industry with the assistance from the Hospitality Industry Training and Education Fund (“HITEF”).

.02 Plan Adoption. The Employer agrees to participate in, and make contributions to HITEF, which is jointly administered by the Trustees, limited only by the terms and provisions of this Agreement and the Trust Agreements, as amended, establishing and continuing HITEF. The Employer acknowledges receipt of a copy of, and agrees to accept, be bound by, and fully comply with all the terms of the Trust Agreements providing for HITEF and any amendments thereto.

.03 Employer Contributions. Effective _____, the Employer shall contribute to HITEF, for each employee covered by this Agreement, _____ per hour worked or paid, excluding meal break penalties.

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