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UNION ORGANIZING BOOKLETS,
LOCAL 2, AFL-CIO

1986-1994

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**COLLECTIVE
BARGAINING AGREEMENT**

BETWEEN

THE HOTELS

and

**HOTEL EMPLOYEES AND
RESTAURANT
EMPLOYEES UNION, LOCAL 2**

AUGUST 14, 1989 - AUGUST 14, 1994

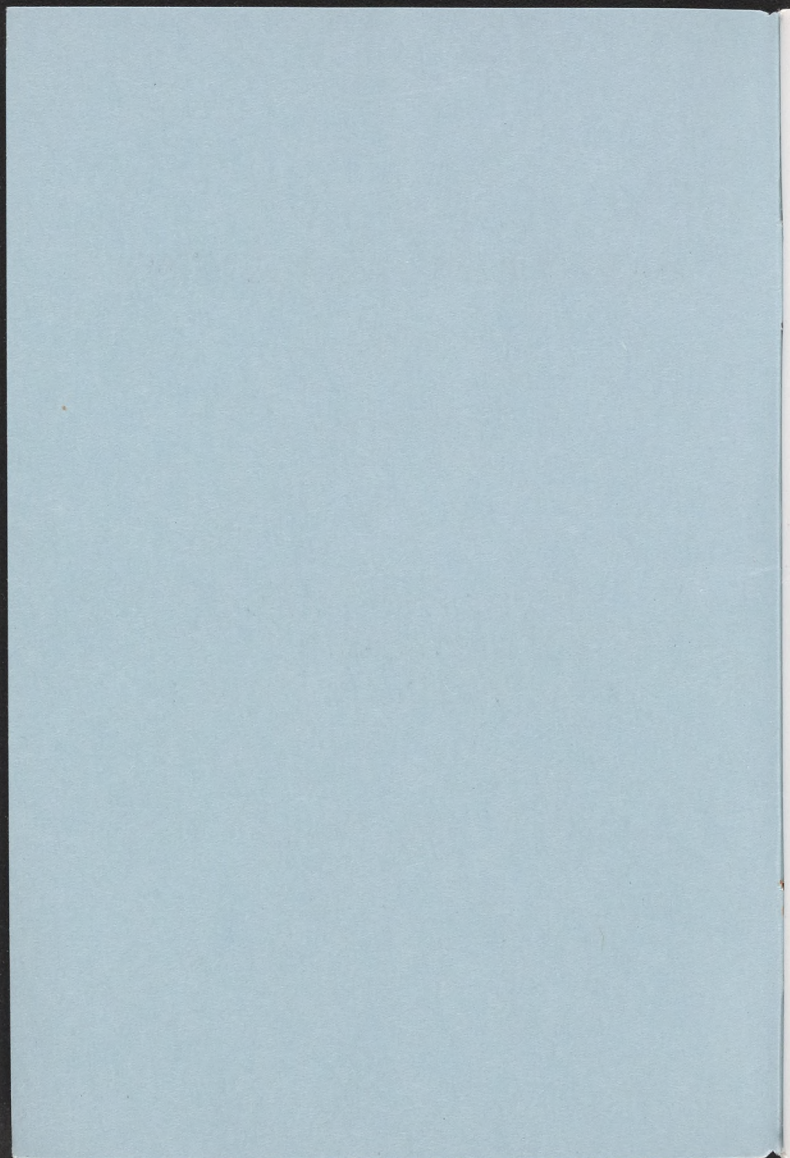


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PREAMBLE

THIS AGREEMENT is made and entered into by and between the HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES UNION LOCAL 2, affiliated with the HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES INTERNATIONAL UNION AFL-CIO, hereinafter referred to as the Union, and the _____ Hotel, hereinafter referred to as the Employer:

AGREEMENT

SECTION 1. RECOGNITION

The Employer recognizes the Union as the sole representative for collective bargaining purposes of all its employees falling within the jurisdiction of said Union, excepting and excluding employees referred to in Section 2 hereof.

SECTION 2. EXEMPTIONS

The exemptions from coverage under the collective bargaining agreement are subject to adjudication of by the National Labor Relations Board in case 20-UC-232. Nothing in our proposal under Section 2 or anywhere else in the agreement shall require the inclusion of persons or positions determined to be supervisory or managerial in case 20-UC-232.

Chefs (one per hotel);

Front Office Clerks;

Inside Office help such as Bookkeepers, Stenographers and the employees of the Auditing Department (except Dining Room Cashiers, Food Checkers and Beverage Checkers)

Assistant Managers (the designation of the title Assistant Manager shall not be used to circumvent the spirit and intent of this Agreement);

Bona fide Room Managers hired after July 1, 1975;

Superintendents of Service (in charge of uniformed personnel in the Hotel Service and Housekeeping departments, who do not perform manual duties, except in emergencies);

Head Housekeeper;

Three Assistant Housekeepers (who have the right to hire and fire);

Head Checker;

Chief Telephone Operators (who have the right to hire and fire, and who have supervision over two (2) or more operators);

Supervising Stewards/Stewardesses (who do not regularly perform manual duties of employees under the jurisdiction of the Union);

Food Controller;

Purchasing Agent;

Promotion Manager;

Receiving Clerks;

House Officers (who are delegated policing responsibilities);

Office Manager;

Advertising Manager.

For each Hotel all positions determined to be exempt in the written settlements in 20-UC-232; that except for said positions determined to be exempt in said written settlement agreement, work normally performed by the classifications covered by this Agreement shall only be performed by members of the bargaining unit, except in the event of a bona fide emergency; and that as stated in 20-UC-232, "It is further understood, however, that the performance of some bargaining unit work may be incidental to the duties of some of the supervisory positions exempted herein. This Agreement in no way limits the Hotel's rights, consistent with it's Collective Bargaining Agreement with Local 2, to decide in its sole discretion whether to employ, or how to schedule, individuals performing such bargaining unit work." See APPENDIX "B" - Unit Clarification Petition 20-UC-232.

SECTION 3. SUBCONTRACTING

If the Employer sub-contracts any work performed by the bargaining

unit, employees shall be transferred to the sub-contractor in order of their hotel seniority and shall continue to accumulate hotel seniority while in the employ of the sub-contractor or any subsequent sub-contractors. In the event the Hotel terminates the services of a sub-contractor, the affected employees shall be returned to available employment within the classification with the Employer on the basis of their total hotel seniority if the individual continues to work within the Hotel. An individual previously employed by the Hotel who is working in the hotel as an employee of a sub-contractor shall retain job bidding rights pursuant to Section 7 POSTED JOB VACANCIES. It is understood that sub-contractors shall be required to maintain benefits and/or standards at no less than the applicable level set forth in this Agreement. (See letter of understanding dated September 5, 1983.)

SECTION 4. HIRING

(a) In the hiring and discharging of employees, the Employer shall determine the suitability and competence of the employees within the provisions of this Section, and provided that such determination shall not be used for the purpose of discriminating against members of the Union, or to circumvent the spirit and intent of this Agreement.

(b) In filling all vacancies, except as provided for in Section 6 of the General Rules, PROMOTIONS AND TRANSFERS, the individual Hotels signatory hereto shall apply to the Union having jurisdiction over the particular classification involved and it shall have the right to choose from among all applicants for referral and, except as otherwise provided in this Section, to reject any job applicant referred by the Union. In the event the Union is unable to provide competent help suitable for the position within seventy-two (72) hours, excluding Saturdays, Sundays, and holidays, the Employer shall be at liberty to hire persons not referred by the Union. Applicants who are so employed shall be on probation during the first thirty (30) days of their employment unless extended by mutual agreement between the Employers and the Union and may be subject to discharge during this period without recourse to the grievance and arbitration provisions of this Agreement.

When banquet or a la carte food servers are required, the Union shall be notified at least forty-eight (48) hours in advance, unless the fact that such food servers would be required was not known to the Hotel forty-eight (48) hours in advance. In the hiring of extra food servers for banquets or a la carte, the Hotel shall designate the number of food servers needed and the Union shall then furnish crews of extra food servers available.

(c) Employees who are now members of the Union shall, as a condition of continued employment, remain members of the Union. All other

employees within the bargaining unit and all new employees employed within the bargaining unit shall, as a condition of employment, become members on or after thirty (30) calendar days of the execution of this Agreement or their date of employment, whichever is later. The Union agrees to permit all employees to become and remain members of the Union on the same terms and conditions of which any employees, now members of the Union, are admitted to membership.

(d) The Union shall notify a Hotel in writing that an employee has not complied with sub-section (c) herein. After two (2) days (except Saturday, Sunday, or holidays) from receipt of such notice, if such employee had not complied with the provisions of sub-section (c) such employees shall be discharged and shall not have recourse to Section 11 GRIEVANCE PROCEDURE. The Union shall have recourse to Step 3, GRIEVANCE PROCEDURE should the Employer fail to comply.

(e) If such employee so hired makes application to join the Union, the Union agrees to accept such application and accept for membership such applicants on the same terms and conditions on which any employee, now members of the Union, are admitted to membership.

(f) The Employer shall notify the Union on forms mutually satisfactory to both parties of the employment of all classifications of new regular or extra employees under the jurisdiction of the Union party to this Agreement within seventy-two (72) hours, Saturdays, Sundays and holidays excepted, of the date of the employment of such individuals.

(g) Selection by the Union of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. In carrying out this provision, the Union shall maintain lists of applicants for referral for the various classifications of jobs covered by this Agreement. Eligibility for registration on said list shall be determined solely upon the basis of each applicants experience and qualifications for the particular classification of work involved. When an Employer applies to the Union as provided in sub-section (b) hereof, eligible applicants will be referred to the Employer in the order of their registration on said lists unless the Employer requests referral of a particular applicant or group of applicants for specified job openings. Said lists of eligible applicants shall be available to the Employer at the Union offices upon request.

(h) Each Hotel and the Union shall post in places where notices for employees and applicants for employment or referral to employment are customarily posted, all of the provisions of the foregoing paragraphs (a), (b), (c), (d), (e), and (f). Any authorized member of the Union, believing

that the provisions of said sub-sections have not been observed shall have the right to file a grievance as provided in Section 11 GRIEVANCE PROCEDURE hereof, provided said grievance is filed within ten (10) days from the time said person's complaint arose.

(i) An employee shall not be required or permitted to subscribe to any form of insurance prescribed by the Employer or to make any deductions from wages without the written authorization of such employees, except such as may be required by law or this Agreement. When an employee is required as a condition of employment to be bonded, the Employer shall pay the cost of said bond.

(j) Employees shall not be required to sign employment applications which are inconsistent with the provisions of this Agreement. A sample copy of the application form shall be on file with the Union.

(k) Learner Rate: Effective September 17, 1986, during the first eight (8) months of employment employees shall be paid seventy-five percent (75%) of the applicable wages as set forth in APPENDIX "A." After said eight months, employees shall be paid one hundred percent (100%) of the applicable wages set forth in Appendix "A." All newly hired employees who have twelve (12) months of experience in the employment of hotels with the same class of hotels within the jurisdiction of Local 2 or in the same Corporate chain or in a Class "A" restaurant within the jurisdiction of Local 2, shall be hired at the wage rate set forth in APPENDIX "A."

(l) Any person hired through an employment agency to fill a vacancy in any hotel, in violation of Section 4 HIRING of this Agreement shall be reimbursed by the Employer in full all monies paid to said employment agency, other than Governmental agencies.

(m) The Employer and the Union shall create a Joint Labor-Management Study Committee on a city-wide basis to develop means of having the hiring hall assist the Employers in providing documentation under the Immigration Reform and Control Act and to improve the quality and training of hiring hall referrals to the Employer. Said Committee shall consist of at least five (5) representatives of the Class "A" hotels and five (5) representatives of the Union who shall be selected no later than August 14, 1989.

SECTION 5. NO LOSS OF WAGES

No employee shall as a result of the signing of this Agreement, suffer a reduction in wages.

SECTION 6. CHECKOFF

The Checkoff Agreement from the previously existing Agreement between the parties hereto effective July 1, 1980 to August 14, 1983 will

be added herein as set forth in APPENDIX "C" - Payroll Deduction Authorization.

SECTION 7. BUSINESS REPRESENTATIVES

The authorized representatives of the Union shall be free to visit the hotels at all reasonable hours and shall be permitted to carry on their duties, provided that they shall first notify the management of the Hotel who shall be defined as General Manager, Manager on Duty, Personnel Director or other authorized representative of management; and there shall be no interference with the proper conduct of business or with the work duties of employees. Such representatives shall not interview employees in, or enter, guests' rooms, guests corridors, or guest floors. However, a business representative may, when investigating a specific grievance, enter a guest corridor or unoccupied guest room when accompanied by a Management Representative.

SECTION 8. NO DISCRIMINATION

(a) There shall be no discrimination against any employee on account of membership in, or activity on behalf of the Union, or because of race, color, creed, sex, sexual preference, age, handicap as defined by law, religion, or national origin as defined by law.

(b) The Employer and the Union recognize the critical importance of insuring equal employment opportunity in all job categories covered by this Agreement for all persons regardless of their race, color, creed, sex, sexual preference, age, handicap as defined by law, religion or national origin as defined by law. The Employer and the Union further acknowledge that, despite past good faith efforts to achieve this goal, further progress is both possible and necessary. In order to achieve such progress, the parties agree to engage in affirmative action consistent with applicable state and federal law and other provisions of this Agreement. To implement their affirmative action policy, the Employer and the Union shall endeavor to administer hiring, working conditions, benefits and privileges of employment, compensation, training, upgrading, promotion, transfer and terminations of employment including layoffs and recalls for all employees without discrimination in accordance with sub-section (a). It shall be the policy of the Employer to make possible the upgrading of current employees from the lowest classification to the highest consistent with the employee's skills, merit and ability without regard to race, color, creed, sex, sexual preference, age, handicap as defined by law, religion or national origin as defined by law.

In cases where it is appropriate to a particular job and where it is advantageous to the Hotel to have a position staffed by a multilingual employee, the Hotel recognizes this as an asset.

(c) The parties hereto further agree to propose appropriate training programs to the Trustees of the Industry-Wide Education Fund and to encourage affected employees to participate in said training.

(d) Each party agrees to advise the other of outstanding equal employment opportunity problems of which they are aware. The Employer and the Union will jointly seek solutions to such problems. The Employer shall consult with the Union prior to any changes in the equal employment opportunity program.

SECTION 9. INDIVIDUAL CONTRACT

No member of the Union shall be compelled or allowed to enter into any individual contract or agreement with the Employer concerning the conditions of employment varying the conditions of employment contained herein.

SECTION 10. CHANGE OF STATUS/IMMIGRATION

(a) No employee covered by this Agreement shall suffer any loss of seniority, compensation, or benefits due to any changes in the employee's name or social security number. It is understood that falsification by an employee of work history and/or background can be cause for discipline which may include discharge.

(b) In the event that an employee has a problem with their residency status in the United States, the Employer agrees to meet with the Union upon request to discuss the job related impact on said employee.

SECTION 11. GRIEVANCE PROCEDURE

(a) Should disputes arise between the employee or the Union and the Employer regarding the interpretation and/or application of the specific terms of this Agreement, and/or disciplinary action, including discharge taken pursuant to alleged violation(s) of house rules, work rules, procedures and/or the terms and conditions of this collective bargaining agreement, such disputes shall be processed in the time and manner prescribed herein:

Step 1. The affected employee shall first take the matter up with his or her supervisor or other authorized Employer representative within five (5) days excluding Saturdays, Sundays, and Holidays, from the date of the incident or circumstances giving rise to the dispute in order to settle the matter promptly. Meetings between the employee and the immediate supervisor may be attended, at the employee's request, by the Union Business Representative, or authorized Shop Steward. Step 1 shall not be interpreted to mean the issuance of the disciplinary action by the supervisor. How-

ever, an employee may request the Step 1 be convened at the issuance, provided that such request is made by the employee when the disciplinary notice is issued. The parties may move to Step 2 at any time.

Step 2. If the grievance is not satisfactorily settled, as provided in Step 1 above, the Union shall be free to present the grievance to the Personnel Director or other designated Employer representative. Such grievance must be presented to the designated Employer representative, within fifteen (15) days from the date on which the circumstances or incident occurred which gave rise to the dispute, provided, however, that the fifteen day requirement may be waived by mutual written agreement of the Union and the Employer. The parties shall have a maximum of fifteen (15) additional days excluding Saturdays, Sundays and holidays to resolve the dispute at Step 2. Should the dispute not be resolved in said fifteen (15) days, the moving party must present the written grievance to Step 3 within an additional five (5) days, exclusive of Saturday, Sunday and holidays. Meetings between the employee and the Personnel Director or other designated Employer Representative may be attended, at the employee's request, by the Union Business Representative or authorized Shop Steward.

Step 3. (a) If the grievance as presented is not resolved as provided in Steps 1 and 2 hereof, the Union shall be free to file a written grievance with the Hotel and the dispute shall be referred to a Hotel Adjustment Board. The written grievance shall set forth the facts giving rise to the dispute including the date and persons involved and designate the specific grievance, as well as the specific remedy sought.

The Hotel Adjustment Board shall consist of two (2) management representatives, one of whom shall be an in-house representative, plus two (2) representatives from the Union, one of whom shall be the assigned Union staff representative and the other shall be either another assigned Union staff representative or an authorized Shop Steward from the hotel.

(b) The Hotel Adjustment Board shall be empowered to hear and resolve, by simple majority, all grievances properly brought before them. The Hotel Adjustment Board shall hear such grievances no sooner than ten (10) days, and no later than twenty (20) days, from the date on which the matter is deemed

unresolvable according to Step 2. The Adjustment Board shall have no power to alter or amend the terms of this Agreement.

(c) No briefs, transcripts, or stenographic records shall be taken of the Hotel Adjustment Board meeting. The Hotel Adjustment Board shall not be bound by formal rules of evidence. No lawyers shall be present.

(d) Nothing herein shall preclude the Hotel Adjustment Board from hearing more than one (1) grievance at any one session.

(e) If the Hotel Adjustment Board is unable to reach a decision by simple majority, the moving party shall notify the other party in writing of its intent to withdraw the grievance or to arbitrate the dispute within fifteen (15) days, excluding Saturdays, Sundays, and holidays, of a deadlocked Board of Adjustment.

(f) Should the grievance not be resolved as set forth in Step 3 (a) hereof, the dispute may be referred by the grieving party for resolution in accordance with Paragraph (c) entitled Arbitration.

(b) Grievance Procedures for Employer/Union. The Employer and/or the Union shall be free to file grievances as described in (a) hereof directly with the other party. The initial consideration of such grievance(s) shall commence with the Hotel Adjustment Board as provided for in Step 3 (a) hereof.

(c) Arbitration. If the parties choose to submit a grievance to arbitration, the case shall be submitted for final and binding decision among the list of ten (10) arbitrators named in this Agreement who will be chosen by the parties within thirty (30) days following the signing of this Agreement. An arbitrator must be selected and a request to the arbitrator for available dates for a hearing must be mutually made within thirty (30) days from the date of submission to arbitration. These time limits may be extended only by written agreement between the parties.

(d) The Arbitrator shall not have the power to add to or modify any of the terms, conditions, sections or articles of this Agreement. His or her decision shall not go beyond what is necessary for the interpretation and application of this Agreement in the case of the specific grievance at issue.

(e) Notwithstanding any of the foregoing, a claim of any employee for any payment of any additional compensation or sum due under the terms of this Agreement for all forms of overtime (except in the case of the spread of the work week), uniform allowance and meals, shall not go

beyond a sixty (60) day period, unless such claim is reported to the Union by the aggrieved employee and the Employer is notified by the Union within ten (10) days of the pay period when such claim or sum should have been paid.

(f) Each party shall bear their own cost of arbitration, excluding the Arbitrator's fee and his related costs which shall be divided equally between the parties.

(g) The parties may, by mutual agreement, request expedited arbitration. In an expedited arbitration proceeding, both parties shall waive their rights to submission of any briefs and stenographic recordings. The arbitration proceedings must be continuous to a conclusion. The Arbitrator must render a bench decision immediately following the close of the hearing, followed by a written decision within seven (7) days of the close of the hearing.

(h) At each step of the Grievance Procedure, either party may employ a translator.

(i) Each party shall have the right to strike an arbitrator six (6) months after an arbitrator hears his or her first case. In the event either party strikes an arbitrator, the parties shall continue to submit pending grievances for arbitration to the remaining arbitrators in accordance with this Agreement. The parties shall also select a substitute arbitrator.

(j) Should the parties be unable to mutually agree upon the selection of an arbitrator from the panel, an arbitrator shall be assigned on a rotating basis in order from the list of arbitrators found in APPENDIX "G" of this Agreement.

(k) If an arbitrator is struck by either party as provided in letter (i) above, the new arbitrator shall receive the number of the struck arbitrator.

(l) Expedited Arbitration. At the request of either the Union or the Employer, any individual suspension or discharge case shall be submitted to expedited arbitration in accordance with the following rules. The parties hereby adopt and incorporate by reference the then current Expedited Labor Arbitration Rules of the American Arbitration Association but agree that the arbitration hearing hereunder must be held within thirty (30) calendar days of the submission of the suspension or discharge grievance to expedited arbitration hereunder. The time limit may be extended by written mutual agreement.

(m) In the event that the Union develops a pattern and practice of abusing this expedited arbitration procedure over an eighteen (18) month period at a given Hotel and thereby undermines the other steps in the grievance procedure herein or substantially lessens the legitimate compromising of grievances, as determined by an arbitrator, then this section shall not apply for the remainder of the contract at said Hotel.

SECTION 12. DISCIPLINE

(a) Written disciplinary notices (written warnings, suspensions and terminations) issued to employees must specify the events or actions for which the notice is issued. Written disciplinary notices (written warnings, suspensions and terminations) shall be issued to employees within three (3) working days (eight (8) working days for extra banquet personnel), excluding Saturdays, Sundays, holidays, vacations, sick leave, leave of absence, or any other authorized leave, of the event or action for which the written disciplinary notice is issued or within three (3) working days (eight (8) working days for extra banquet personnel), excluding Saturdays, Sundays, holidays, vacations, sick leave, leave of absence, or other authorized leave, after the Employer first became aware of such event or action. There shall be a standard written warning notice form uniform to all Hotels covered by this Agreement.

(b) An employee shall not be issued a written warning notice or other disciplinary action (suspension or termination) solely on the basis of verbal complaints by customers; however, this shall not preclude the Hotel from issuing a written warning notice or other disciplinary action (suspension or termination) following a proper investigation of a verbal complaint by a customer.

(c) A legible copy of any written warning notice, notice of suspension or notice of discharge shall be given immediately to the employee with a copy mailed to the Union within seventy-two (72) hours after issuance of the notice excluding Saturdays, Sundays and holidays.

(d) The Employer may only discipline, suspend, or discharge for reasons of just cause.

(e) 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 investigatory interview or where disciplinary measures may be taken.

(f) If the report of a "spotter" agency is used as a basis for any discipline, the agency involved must be duly licensed in the State of California. The disciplinary action shall take place within three (3) days of the receipt of the complete "spotters" report excluding Saturdays, Sundays, holidays, vacations, sick leave, leave of absence, or other authorized leave.

(g) Employees shall only be issued warning notices on the job during work time.

(h) Warning notices shall not be used as a basis for discipline after a period of nine (9) months.

(i) Verbal warnings must be clearly stated.

SECTION 13. CONFESSIONS, LIE DETECTORS

(a) No employee shall be required or requested as a condition of hire or continued employment to sign a confession or statement concerning his or another employee's conduct.

(b) No Employer shall demand or require that an applicant or an employee take a polygraph, lie detector, or similar test as a condition of continued employment.

SECTION 14. PERSONNEL FILES

(a) Each Hotel shall at reasonable times and reasonable intervals, upon the request of an employee, permit that employee to inspect such employee's master personnel file. At the employee's request, a Shop Steward or Union Representative may be present during the employee's inspection of his personnel file.

(b) Each Hotel shall keep a copy of each employees personnel file on the Hotel's premises in San Francisco, or shall make such file available at such place within a reasonable period of time after a request therefore by the employee.

(c) This section does not apply to the records of an employee relating to the on-going investigation of a possible criminal offense or to letters of reference.

(d) No disciplinary action shall be taken against an employee on the basis of documents not contained in the employee's master personnel file.

SECTION 15. SAFETY AND HEALTH

(a) The Employer and the employees shall fully comply with all state and/or federal regulations regarding health and/or safe working conditions and will otherwise provide for the protection of the health and safety of the employees and the work place through the use of appropriate safety devices and safeguards as required.

(b) Where no safety and health committee currently exists in an individual Hotel there shall be established in the Hotel within one (1) month following the signing of this Agreement, a Safety Committee. Said committee shall be comprised of two (2) management representatives and two (2) representatives who are elected from the bargaining unit within the Hotel. Where there currently exists a health and safety committee in an individual Hotel, the number of management representatives shall be equaled by representatives of the various bargaining units. Local 2 shall be represented by the same number of representatives as each other Union. Said committee shall meet regularly or on call of two (2) members of the committee to review and discuss safety and health problems. Such meetings of the committee shall be held during work time.

(c) Where procedural rules are not now in effect for existing committees, the health and safety committee may establish such procedural rules as are deemed necessary.

(d) Should the committee be unable to resolve any health or safety problem, such problem shall be referred to Cal OSHA. If such problem is not resolved within thirty (30) calendar days after referral, such problem shall be referred to Step 3 of the Grievance Procedure.

(e) During an inspection by OSHA, an authorized Union Representative shall have the right to participate in such inspection.

(f) The Hotel shall furnish to each committee at their regular meeting, the required Cal OSHA reports of all reported employee injuries on Hotel premises since the date of the last report of the committee.

SECTION 16. EMERGENCY

An "emergency" shall be defined as: a crisis, sudden or unexpected happening or situation.

SECTION 17. COPIES OF CONTRACT

The parties will share the cost on a pro-rata basis for the printing of a reasonable number of copies of this Agreement.

SECTION 18. SUCCESSORS AND/OR ASSIGNS

When a Hotel, party to this Agreement, sells, transfers, leases, assigns or otherwise disposes of a property covered by this Agreement, it shall first notify the party acquiring such property of the provisions of this Agreement and inform the Union of the change in ownership.

SECTION 19. SAVINGS CLAUSE

If any provisions or sections of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties agree that upon such invalidation, the parties shall meet within two (2) weeks, and negotiate substitute provisions for such parts of provisions rendered or declared invalid.

SECTION 20. RELATIONS

(a) There shall be no strikes, lockouts, picketing, or stoppages of work during the life of this Agreement.

(b) The observance of a bona fide picket line sanctioned by the San Francisco Labor Council by any individual member of the Union shall not constitute a breach of this Agreement, provided that no affirmative action is taken by the Union in violation of this Agreement.

(c) Employee Relations Committee: The Employer agrees to recognize the Union's Committee as a legitimate part of the Union's structure in each Hotel. The Employer agrees to confer with the Union upon request regarding appropriate Labor-Management communications through the Committee.

SECTION 21. FULLY BARGAINED

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are fully set forth in this Agreement. It is further understood that this Agreement fully and completely sets forth all understandings and obligations between the parties, constitutes the entire Agreement between the parties and both parties in their own behalf and on behalf of their respective members, waive any past claims or demands during the term of this Agreement. Therefore, the Employer and the Union for the term of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement. It is recognized that management has the right to implement such changes in working conditions/practices for employees covered by the terms of this contract as may be required to conform those existing hotel working conditions/practices to the working conditions/practices as are set forth in this collective bargaining agreement. It is further recognized that the provisions of this Section shall not apply with respect to actions which are properly within the authority of the Boards of Trustees of the respective trust funds referred to in other sections of this Agreement.

SECTION 22. TERM

This Agreement made and entered into by and between the _____ Hotel (hereinafter referred to as the Hotel) and the Hotel Employees and Restaurant Employees Union, Local 2, (hereinafter referred to as the Union), shall be in effect from August 14, 1989 to and including August 14, 1994, and supersedes all previous agreements including the agreement dated August 14, 1986 to and including August 14, 1989.

This Agreement shall remain in full force and effect until August 14, 1994 and from year to year thereafter unless either party shall serve written notice upon the other of a desire to alter, amend, or terminate said Agreement ninety (90) days prior to expiration thereof.

SECTION 23. HEALTH & WELFARE & PENSION

Section 23.1 Eligibility

All employees in the employ of an Employer who complete the qualifying periods set forth in Paragraphs (a), (b), (c) or (d) below, for the period immediately preceding the first day of each month, shall be included as eligible employees, and the Employer shall make the contributions required for each of such employees not later than the tenth (10th) day of each succeeding month. Such employees will be eligible for health and welfare benefits excluding dental the first day of the month following the month in which the second (2nd) contribution is due in any twelve (12) month period. To qualify for dental benefits, an employed member must have earned five Employer contributions within a twelve month period and thereafter earn at least three Employer contributions each year. Also, an Employer contribution must be earned in the month preceding the month dental care is received.

(a) All employees who have worked regularly three (3) hours or more per day, five (5) days or more per week, in at least three (3) of the four (4) payroll weeks of the Employer immediately preceding the first day of the month for which contributions are due.

(b) All employees who are regularly scheduled for and work two (2) full shifts or more per payroll week, in at least three (3) of the four (4) full payroll weeks of the Employer immediately preceding the first day of the month for which contributions are due.

(c) The first thirty (30) days of absence from work due to bona fide sickness or disability, leave of absence, vacation, holidays or temporary layoff by the Employer, shall be counted as time worked except that this provision shall not be applicable to Paragraph (d) below.

(d) All extra and banquet employees whose combined employment by one or more Employers in the Industry equals the qualifying periods set forth in Paragraph (1) below, for the period immediately preceding the first day of each month, shall be considered eligible employees and the respective Employer shall make the contributions required by this Agreement for each of such employees, prorated in accordance with employment records, not later than the tenth (10th) day of each succeeding month, and each of such employees shall be entitled to all benefits provided for by the Health & Welfare, Pension and Education Funds; provided that not more than one (1) full contribution shall be made on behalf of each employee.

The industry is the San Francisco Hotel, Restaurant & Club Industry as covered in the San Francisco Hotel, Restaurant & Club Industry Fringe Benefit Collective Bargaining Agreement for the period of November 1, 1981 to October 31, 1983 (also known as the Levin Award).

1. All extra and banquet employees who have worked two (2) short shifts or more per week in at least three (3) of the payroll weeks during the four (4) payroll weeks of the Employers' immediately preceding the first of the month for which contributions are due.

(e) No employee under this Agreement shall have more than one (1) full contribution per month made on his behalf. Should an employee other than one covered by Section 23.1, work for more than one contributing Employer in the Industry such contribution shall be divided on an equal basis among said Employers. Further it is understood that no individual covered by the terms of this Agreement shall receive more than the benefits provided for an individual working solely for a single Employer.

(f) Accelerated Eligibility for Health and Welfare. A new employee of a contributing Employer who in the month prior to said employee's employment with a contributing Employer was employed by an Employer with a collective bargaining agreement with the Local Union party to this Agreement, and was entitled to health and welfare benefits at such previous place of employment pursuant to a collectively bargained plan with the Union, shall be eligible for the benefits covered under the Health and Welfare Fund (medical, hospital, life insurance, dental, and other benefits) commencing with the first day of the month following the month in which a contribution is required to be paid, to the Fund on his or her behalf.

Section 23.2 Contributions

On November 1, 1989, the total Employer contribution to all Funds shall be \$293.83 per month per eligible employee.

The Hotel will pay the following increases for Health & Welfare, Pension, Dental, Education Fund, and Supplemental Vacation Fund: \$30.00 per month additional effective November 1, 1990, \$30.00 per month additional effective November 1, 1991, \$30.00 per month additional effective November 1, 1992, and \$30.00 per month additional effective November 1, 1993. The Union may decide which portion of said total sum shall be used for each of said purposes; but the Hotel shall pay no more than a total of \$30.00 increase per month per year for any and all such benefits. If the Union does not need the full \$30.00/month/year, any unused portion thereof may be carried over to the following year.

The Union may in its discretion use up to \$5.00/month of each of the \$30.00/month benefit increases in the last four (4) years of the contract for AIDS projects or funds, including additional AIDS medication, AIDS training and educational programs, AIDS hospices, etc.

The same level and kind of retiree fringe benefits as were in effect on

August 14, 1989, shall continue for the term of this Agreement, subject only to the discretion of the Trustees to reduce the benefits offered by the Trust Funds in extreme financial emergencies, or to increase retirees benefits if circumstances permit.

Nothing in this Agreement shall be construed to require Employer contributions in excess of the amounts herein.

Section 23.3 Pension Fund

(a) Effective August 14, 1989, the Employer shall contribute to the San Francisco Culinary, Bartenders and Service Employees Pension Trust Fund the amount of fifty-six dollars and twenty-three cents (\$56.23) per eligible employee per month (which is part of, not in addition to, the contribution amount listed in Section 23.2 above). During the life of this Agreement there shall be no Employer contribution decreases. Increases in contributions to the Pension Fund shall be utilized to provide a pension benefit improvement for all pensioners and non-pensioners for all years of credited service in an amount to be actuarially determined.

(b) With regard to any actuarial gain which may result from the Pension Fund for the year ending March 31, 1989; March 31, 1990; March 31, 1991; March 31, 1992; and March 31, 1993, one-half (1/2) of said actuarial gain shall be applied solely to reducing the unfunded vested liability as it may exist at that time. The remaining one-half (1/2) shall be utilized to provide a pension benefit improvement for all pensioners and non-pensioners for all years of credited service in an amount to be actuarially determined as of April 1, 1989; April 1, 1990; April 1, 1991; April 1, 1992; and April 1, 1993, respectively, and in a manner so as not to increase either the Employer contributions or the amortization period of the unfunded vested liabilities.

(c) It is mutually understood that all of the Hotel contributions provided for herein shall be deductible from gross revenue under Section 404 of the Internal Revenue Code.

Section 23.4 Education Fund

(a) Effective August 14, 1989, the Employer shall contribute fifty cents (50¢) per month per eligible employee to the San Francisco Hotel-Restaurant Labor-Management Education Trust Fund (herein referred to as "Education Fund") established pursuant to a trust document dated July 1, 1970 and as subsequently amended.

(b) Should the reserves of the Education Fund reach \$100,000 the contribution will be suspended until such time as the reserves decrease to a minimum level of \$50,000.

(c) The Education Fund shall be utilized at the discretion of the Education Fund Trustees for the purpose of funding training programs of

which "On-The-Job" Training (OJT) programs at the sites of Employers shall be a primary goal. The Trustees of the Education Fund shall act upon the specific requests from Employers and the Union for grants to fund such specific OJT training programs.

(d) A coordinator shall continue to be employed to coordinate Education Fund Programs.

Section 23.5 Employer Contributions

During the life of this Agreement, there shall be no Employer contribution increases or decreases other than what is specifically set forth in this Agreement.

Section 23.6 Complete Agreement Concerning Rates of Employer Contributions

Complete Agreement. The express provisions of this Agreement concerning the rates of Employer contributions constitute the complete fringe benefit collective bargaining contract concerning the rates of Employer contributions for the term of this Agreement.

This Agreement can be added to, detracted from, altered, amended or modified only by a written document signed on behalf of all the parties by their duly authorized agents and representatives.

Section 23.7 Posting of Monthly Reports

Employers shall be required to post in an area frequented by employees a copy of the monthly Employer remittance form the Employer sends each month to the Trust Funds administrator. Such posting shall conform to the terms of this collective bargaining agreement between the Employer and the Union as an official Union notice. The administrator shall provide the Employer with such additional copies of the form for the posting as necessary.

Section 23.8 Billing

The administrator shall submit a billing to each Employer on the first (1st) day of each month during the life of this Agreement.

Section 23.9 Governmental Coordination

All fringe benefits covered by this Agreement shall be coordinated with benefits or contributions mandated by state or federal legislation for the purpose of eliminating duplications in benefits or Employer contributions for benefits.

Section 23.10 Savings Clause

If any Articles, Sections, or Paragraphs of this Agreement should be held invalid by operation of law or any tribunal of competent jurisdiction;

or if compliance with or enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect.

Section 23.11 Trust Documents and Modifications

(a) The Employer and the Union hereby agree to and are bound by the individual Trust Agreements, as amended for each of the above Trust Funds.

(b) The parties shall agree that all Trust Documents, including the Agreements and Declarations of Trust, Plan Documents, etc., shall be amended so as to effectuate all the terms and conditions of this Fringe Benefits Agreement.

Section 23.12 Liquidated Damages and Delinquencies

The Employer contributions required by the Collective Bargaining Agreement shall be payable on the tenth (10th) day of the month, for the immediate preceding month, and shall be payable to the Funds in care of the custodian designated by the Trustees. Payment shall be accompanied by complete reports on forms furnished or approved by the Trustees, so that the contributions can be allocated accurately. Contributions will be timely received, as actually received by the designated custodian, on or before the twentieth (20th) day following the date report forms are mailed by the administrator, provided the administrator mails the remittance forms on or before the first day of the month. Should the administrator not mail the remittance forms on or before the first day of the month (as determined by the postmark), the Employer shall have twenty calendar days following the date of mailing to submit the required contributions. Contributions will also be timely received if mailed with the correct address and postage in an envelope postmarked on or before the twentieth (20th) day following the date report forms are mailed by the administrator, unless the twentieth (20th) falls on a Saturday, Sunday or holiday, in which case the envelope must be postmarked no later than the next working day.

It is recognized and acknowledged that the regular and prompt payment of Employer contributions to each of the Funds is essential to the operation of the Trusts and the provision of benefits under the Plans, and that it would be extremely difficult, if not impossible, to fix the actual expense and damage to the Funds and to the covered employee, which would result from the failure of an Employer to make such monthly contributions in full within the time provided.

The amount of damage resulting from each such failure to make timely contributions hereunder, as defined above, by way of liquidated

damages and not as a penalty, is presumed to be ten percent (10%) of the amount due and unpaid to each Fund, which amount shall become due and payable to the Funds at the principal office of the Funds upon the day following the twentieth (20th) day of the month in which said delinquency occurred. Such liquidated damages shall be added to and become part of said contributions due and unpaid; and from the first day of the month following the month in which the payment became delinquent the whole thereof shall bear interest at the rate of ten percent (10%) per annum.

If any Employer further defaults in the payment of any amounts due the Funds, following receipt of a written ten-day notice of claimed delinquency, then, in addition to the contribution due and the liquidated damages provided for in this Section, there shall be added to the obligation of said defaulting Employer, all costs and fees incurred by the Funds in the collection of the same, in the event any action or proceeding is commenced to enforce payment by such Employer. Such costs and fees, which the Trustees are entitled to recover in their own names or otherwise, shall include, without limitation, court costs, arbitration fees, costs or fees of collection agents and auditing fees, together with all reasonable attorneys' fees and reasonable compensation for employees or agents of the Trust Fund incurred in connection therewith.

GENERAL RULES APPLICABLE TO ALL CRAFTS

SECTION 1. EMPLOYEES - DEFINITION OF

(a) All employees other than extra employees as defined in section (c) shall be considered "regular employees" and shall accrue seniority in accordance with this Agreement.

(b) 1. An "extra employee" shall be deemed to be one who is temporarily hired in addition to the regular employee. Employees called in to relieve an employee in an emergency shall be considered "extra employees." Any employee who is temporarily hired by the Hotel to replace absent employees or to supplement the regular staff, shall be considered an "extra employee."

2. Any employee who is temporarily hired by a Hotel to replace absent employees, or to supplement the regular staff, shall be considered an extra employee. Extra employees shall have a determined length of employment not to exceed thirty (30) consecutive days. Upon the thirty-first (31st) consecutive calendar day of employment, an extra employee shall henceforth be considered a regular employee, and his initial hire date shall be used for the purpose of computing all awards and benefits of this Agreement. This section does not apply to anyone called from the hiring hall, including banquet employees, to fill any temporary position, nor does it apply if the hiring hall is called and the Union is not able to provide competent help suitable for the position within seventy-two (72) hours excluding Saturday, Sunday and holidays.

(c) No newly hired trainee or apprentice shall replace regular or laid off employees in their classifications.

SECTION 2. WORKDAY, WORKWEEK

(a) Workday. The workday shall consist of seven (7) hours work, two paid fifteen minute break periods, and a paid meal period of one-half (1/2) hour, for a total of eight (8) hours.

(b) Workweek. Five (5) consecutive days of work within seven (7) successive calendar days, beginning on the same day of the week shall constitute a week's work.

SECTION 3. SHIFTS

(a) Short Shift. The short shift shall consist of at least three (3) hours of work. No employee shall be paid for less than a short shift on any day

worked, except in cases of discharge and/or employees voluntarily leaving early or as set forth in Section 5.3 Reporting Pay.

(b) Split Shifts. Split shifts shall only be permitted in the Dining Room Department.

SECTION 4. OVERTIME

(a) Work in excess of eight (8) hours in a day or forty (40) hours in a week, shall be compensated for at the rate of time and one-half (1-1/2) the regular rate of pay.

(b) Any work performed on the sixth (6th) consecutive day of work shall be compensated at the rate of time and one-half (1-1/2 times) the regular rate of pay. Any work performed on the seventh (7th) consecutive day of work shall be compensated at the rate of double (2 times) the regular rate of pay. The premiums contained in this paragraph shall be paid for work performed by an employee on consecutive days without regard to whether or not such days fall within one, or more than one, workweek(s), and without regard to any other provision of this section. The parties agree that this provision does not change the Hotel workweek as it existed in the 1980-1986 contract period. An employee working less than forty (40) hours per week may volunteer to work on a sixth (6th) consecutive day without receiving overtime compensation by voluntarily signing one or both of two lists to be posted periodically by the Employer. The first list is for regularly scheduled non-overtime work on a sixth (6th) day. The second list is for ad-hoc non-overtime work that arises from time to time on a daily basis on the sixth (6th) day. The Employer shall schedule work for employees who have volunteered for same on either or both of said lists on a seniority basis. (Pursuant to existing (c), banquet personnel are exempt from this provision. The employee signing the second list for ad hoc non-overtime work thereby consents to waive the thirty-six (36) hour notice of Section 5.2(d).

(c) For the purposes of overtime, banquet personnel shall be exempt from the provisions of paragraphs (a) and (b) of this Section.

(d) For the purpose of computing overtime, any portion of one-half (1/2) hour shall be considered one-half (1/2) hour.

(e) In order to assure the equal distribution of overtime, overtime shall be assigned in accordance with seniority within the affected classification in the order of lowest seniority to the highest.

(f) Except for banquet employees, employees who are scheduled for either three (3) or four (4) hour shifts shall not receive time and one-half (1-1/2) for hours worked in excess of their scheduled shifts, except that where an Employer develops a pattern and practice of abusing overtime on three (3) and four (4) hour shifts and as a result increases the number of

short shift positions by more than ten percent (10%) above the level existing in the final year of the previous contract, as determined by an arbitrator, the employees of such Employer shall, following the decision of an arbitrator receive time and one-half (1-1/2) for all hours worked in excess of such three (3) and four (4) hour shifts for the remainder of this Agreement. The Employer shall provide the Union with the schedules and other applicable facts regarding the existing level of short shift schedules during the final year of the previous contract.

(g) Employees who work more than twelve (12) consecutive hours shall receive two (2) times their straight time rate of pay for all hours worked in excess of twelve (12) hours.

(h) No Employer, except in cases of emergency, shall change an employee's schedule pursuant to Section 5.2 (d) where the result of said schedule change would require the affected employee to work two "back to back" five (5) shifts per week work schedules within two (2) consecutive Hotel workweeks, except where an employee consents to change pursuant to 5.2 (d).

SECTION 5. SENIORITY

(a) Seniority shall be defined as the length of the most recent continuous period of service with the Employer. Seniority shall accrue for regular employees within a given classification of work as set forth in the attached wage scales. Seniority shall be expressed in terms of years, months and days. If two or more employees are employed within the same classification on the same day, their seniority shall be determined by the employment records.

(b) An individual employee as defined in Section (1) of the General Rules shall continue to accumulate seniority during:

1. Time spent in the Armed Services of the United States or the State of California pursuant to the provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, time spent in alternative service as defined by the Selective Service Act or time spent in the Red Cross or other combat relief service.
2. Periods of absence of not more than six (6) consecutive months due to bona fide illness or injury provided that the individual has notified their immediate supervisor of the illness or injury within twenty-four (24) hours of the occurrence of said illness or injury or as soon as possible if the employee is physically incapacitated so that he cannot provide such notice within twenty-four (24) hours.

3. Any period in which an employee has been terminated and the employee's termination has been rescinded, reversed or the employee is subsequently reinstated, unless modified pursuant to the terms of the Grievance Procedure.
4. Layoffs of less than thirty (30) consecutive calendar days.
5. Leaves of absence of not more than six (6) months for other reasons authorized by the Employer.
 - (c) An individual employee as defined in section (a) hereof shall continue to retain seniority during time spent in an elected or appointed Union office provided that such employee returns within sixty (60) calendar days of the termination of his term in office.
 - (d) When a food and/or beverage outlet has been designated as a "specialty room" as of August 13, 1986, as properly set forth in Appendix "C," the Employer shall be the sole judge of an individual's ability and qualifications to work in that room. The Employer shall prepare a list of "specialty rooms" as of the effective date of this Agreement and no room shall be added to this list during the term of this Agreement without the agreement of the parties. If no agreement is reached, the matter shall be referred to Section 11 GRIEVANCE PROCEDURE. See APPENDIX "D" - Specialty Rooms.
 - (e) Employees who have been promoted and are working less than five (5) days in a work week shall retain the right to work in their previous classification as long as overtime is not involved and at the same time the one to which they have been promoted in the same work week. In doing so, the employee shall retain classification seniority up until the time of promotion and shall continue to accrue classification seniority in the classification to which they were promoted regardless of which classification they work. In completing and filling out his/her weekly schedules with work from the previous classification, the promoted employee may exercise seniority from the bottom up in a manner that insures that the employee displaced shall be the least senior employee whose displacement most nearly accomplishes a schedule equivalent to the schedule previously worked by the promoted employee. Displaced employees shall have the same right.
 - (f) The parties agree that career ladders and appropriate on-the-job and cross-classification training and work experience are beneficial to both the Employer and the employee because such training and experience provides higher quality and more flexible and efficient service to the guests, and creates fuller and better employment for the employees. The parties also agree that this is best accomplished on an individual test

program basis at individual hotels. To accomplish these mutually desirable goals, the Union will meet and attempt to establish test programs with an Employer who requests same on such terms and conditions as may be negotiated.

Section 5.1 Layoff, Reduced Schedules, Room Closures, Recall and Another Job Classification

(a) **Layoff.** When it is necessary to lay off employees, those employees as defined in sub-section 5(a) hereof with the least seniority in the job classification affected shall be laid off first. When the work force is increased within the classification, employees on layoff shall be recalled in order of their job classification seniority. Such laid-off employee shall have the right to exercise his classification seniority to displace a less senior employee. The employee displaced shall be the least senior employee whose displacement would most nearly accomplish a schedule equivalent to the schedule previously worked by the laid-off employee. Displaced employees shall have the same right.

(b) **Reduced Schedule.** When regular schedules are reduced within a particular work unit, such schedule reduction shall be accomplished by seniority within the classification in that unit. When an employee's regular schedule is reduced by fifty percent (50%) in a continuous fourteen (14) calendar day period in spite of the employee's exercise of seniority rights within the work unit, then that employee shall have the right to exercise his classification seniority to displace a less senior employee. The employee displaced shall be the least senior employee whose displacement would most nearly accomplish a schedule equivalent to the schedule previously worked by the laid-off employee. Displaced employees shall have the same right.

(c) **Room Closure.** In the event that a food and beverage outlet is closed for two (2) weeks or more, employees in said room shall be considered laid-off and said laid-off employee shall have the right to exercise his classification seniority to displace a less senior employee whose displacement would most nearly accomplish a schedule equivalent to the schedule previously worked by the laid-off employee. Displaced employees shall have the same right. If such an outlet is reopened, employees laid-off by the closure shall have first right to recall in order of classification seniority.

(d) **Recall.** All regular employees who have been laid-off shall be recalled before the hiring of any new employees as provided herein. Regular employees who have been laid-off for more than thirty (30) consecutive days shall be notified by the Employer at least forty-eight (48) hours before they are scheduled to return to work, unless such notice is waived by the employee. An individual employee on layoff longer than one (1) year shall lose their recall rights.

(e) **Another Job Classification.** An employee who has been laid-off for a period of thirty (30) days shall have the right to replace a less senior employee in another job classification provided the senior employee had previously worked for the Hotel in the other job classification. Such option must be exercised within forty-eight (48) hours of the thirtieth consecutive day of layoff; provided further employees exercising such option shall work the same schedule of hours and days off as the individual replaced.

Section 5.2 Scheduling

(a) Employees within a classification with the greatest classification seniority within a room or department as the case may be shall have the preference of scheduled shifts which shall include days off, and shall have a choice of available vacation periods based on Hotel seniority. Nothing contained in this Section shall be construed to interfere with a Hotel's right to establish the hours and days of operation and the number of employees to be scheduled, but employees shall have preference for such available schedules as determined by the Employer in accordance with seniority and other provisions of this Agreement.

(b) There shall be placed in a conspicuous place in each department a work schedule specifying the following information about each employee in the department: name, classification, hire date, starting and finishing times, days off, meal times and rest period(s). The Employer shall keep the work schedule up to date. Upon request, the Employer will furnish the Union with a current seniority list including social security numbers not more than once every six (6) months.

(c) Except in cases of emergency, regular employees shall have a fixed starting time, which time shall not be changed by the Employer without giving a twenty-four (24) hour notice to the employee affected.

(d) Except in cases of emergency or as provided in Section 5.1 LAYOFFS, regular employees shall have a fixed weekly schedule of working days, which schedule shall not be changed by the Employer without a thirty-six (36) hour notice to the employee affected unless said employee consents to waive the period of notice. Where the thirty-six (36) hour notification is not given, the first day of the scheduled change shall be paid for at the overtime rate of time and one-half (1-1/2) the straight time rate of pay.

(e) Banquet department employees who desire two regular days off shall be given the opportunity, subject to emergency.

Section 5.3 Reporting Pay

(a) Notice that the service of a regular employee will not be required on a given day shall be given to the employee not later than the termination of the employee's shift on the preceding day. If such notice is not given

and such employee reports to work, the employee shall be paid a sum of money equal to the sum of money received for the straight time shift worked on the preceding work day.

(b) When an Employer or the Employer's representative orders an employee to report for work and for any reason said employee is not allowed to work, the Employer shall pay the employee the scheduled shift's wages. This reporting pay shall apply to all employees unless such personnel arrive for work in a manner unacceptable to the Employer. Employees called to the Hotel for reasons of training classes, room or departmental meetings, shall be compensated by the Hotel at the straight time rate of pay for a minimum of two (2) hours, unless overtime is applicable.

SECTION 6. PROMOTIONS AND TRANSFERS

(a) In filling job vacancies which may exist within the hotel bargaining unit, qualified employees from within the hotel bargaining unit shall be given preference in filling said job vacancy prior to the consideration of other applicants. Seniority shall be the determining factor in promotions when the Employer determines that the senior employee is qualified and has the ability to perform the job. In the event of a dispute as to the qualifications or ability of an employee for a promotion, the Union may file a grievance that the Employer has made its determination arbitrarily or capriciously.

(b) In the event that an employee who, within sixty (60) calendar days of his promotion, transfer or filling a vacancy as described in subsection (a) above, desires to return to his former job classification or is deemed not qualified to hold the new position, he shall be returned to his former classification at the then current wage scale for the job classification without loss of seniority.

(c) An employee promoted or transferred to a position within the Hotel outside of the bargaining unit who desires to return to his former job classification shall notify the Hotel within sixty (60) calendar days of the date of his promotion or transfer and shall be returned to said former job classification without loss of seniority.

SECTION 7. POSTED JOB VACANCIES

(a) Qualified employees within the hotel bargaining unit shall be given preference in filling vacancies within the bargaining unit prior to the consideration of other applicants as provided in Section 6-PROMOTIONS AND TRANSFERS.

(b) Notices of permanent job vacancies (jobs which shall last longer than thirty (30) calendar days) and the date said job is to be effective shall be posted on Hotel Bulletin Boards for a period of not less than five (5)

calendar days.

(c) An employee interested in being considered for the posted job vacancy shall submit a written application on a form to be provided by the Hotel for that purpose.

(d) The Employer reserves the right to withdraw the posted job vacancy and to be the sole judge of an applicant's qualification for filling a job vacancy.

(e) Nothing contained herein shall prohibit the filling of a posted job vacancy on a temporary basis for thirty (30) days or less.

SECTION 8. LOCKERS

(a) Proper, sanitary dressing rooms with individual lockers shall be made available to all employees. Employees will be provided with a lock. Replacement of locks and/or keys due to employee negligence shall be conditioned upon a payment by the employee of \$3.00.

(b) Two Union employees covered by this collective bargaining agreement, one of whom shall be a Shop Steward unless no shop stewards are present on the Hotel premises, shall be present in the event the Employer finds it necessary to inspect lockers.

(c) The Employer shall be responsible for loss or damage to uniforms, linen or tools of the trade belonging to the employees resulting from fire within the premises. The Employer shall also be responsible for loss or damage to all wearing apparel belonging to the employee resulting from fire within the premises due to negligence on the part of the Employer.

SECTION 9. REST PERIODS

(a) An employee scheduled to work a shift of four (4) consecutive hours or more duration shall be provided a fifteen (15) minute rest period for each four (4) hours worked.

(b) Time allowed for rest periods shall be treated as paid time.

SECTION 10. MEALS

Except as herein otherwise provided, no employee shall be required to accept food or lodging as part of wages unless such food or lodging, under the specific rules, hereinafter is made part of the wages; but if not so made part of the wages, such employee shall not be required or permitted to eat or lodge, as the case may be, at the Hotel where employed.

(a) Employees entitled to meals shall receive meals which are palatable, wholesome, and comparable in quality to those served to the guests. A selection of meal items shall be made available at all times including at least two hot meat entrees (which may also include fish and/or fowl). The meals shall be served under clean, sanitary conditions and must be consumed on the premises in areas designated by the Hotel.

(b) A permanent committee composed of two (2) Hotel representatives and two (2) Union representatives shall be set up to enforce this section. The committee shall have the full power to investigate and make whatever adjustments are necessary under the circumstances. In the event the committee is unable within ten (10) days to arrive at a satisfactory adjustment of any complaint under this section such dispute shall be decided under all the provisions of Section 11 GRIEVANCE PROCEDURE.

(c) Employees working an eight (8) hour shift shall be allowed a full half (1/2) hour for their meal period which shall not be deemed to be a break in the time worked. In the event the Employer fails to provide time off (for any reason) said employee shall be entitled to receive an additional one-half (1/2) hour at the straight time rate for the meal period worked.

(d) Time off for meals shall be provided between three (3) and five (5) hours from the beginning of the shift.

(e) Rest breaks and meal periods shall be duty free.

(f) In each Hotel, the management will designate an individual to see that this section of the Agreement is properly carried out. Employees under this section shall be obligated to cooperate in maintaining sanitary conditions in that section of the Hotel where meals are furnished.

SECTION 11. COMBINATION WORK

Where an employee occupies a position which combines two or more classifications of work, then (except as otherwise provided) they shall be paid at the rate of the highest classification provided they work in such highest classification for one and one-half (1-1/2) hours or more during any particular shift. But the Hotels may not, by virtue of this rule, evade the hiring of an employee in a higher classification where such an employee in a higher classification would normally be hired, according to the usages of the trade.

SECTION 12. HOLIDAYS AND VACATIONS

Section 12.1 Holidays

(a) The following days shall be observed as holidays with pay under this Agreement:

Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Independence Day	July 4
Employee's Birthday	

(b) Regular and steady extra employees who are not scheduled to work on the aforementioned named holidays shall be entitled to holiday pay at their regular rate of pay provided that said regular and steady extra employees shall have worked their last scheduled shift in the seven (7) calendar days immediately preceding the holiday and their first scheduled shift in the seven (7) calendar days immediately following the holiday. All work performed by regular and steady extra employees on the aforementioned named holidays shall be paid for at double the employee's regular rate of pay. Banquet Department Extras employed on a holiday shall be paid at the straight time rate of pay for the shift worked. Probationary employees shall not be eligible for holiday pay.

(c) Regular and steady extra employees shall be eligible January 1 of each year for one (1) floating holiday, and July 1 of each year for one (1) floating holiday provided said employee shall have worked at least sixty (60) shifts in the immediately preceding six (6) month calendar period. Said holidays shall be arranged within the following six month calendar period by mutual agreement between the Employer and the employee. The Hotel will notify all employees of the availability of "Floaters" each January and July, but it shall remain the responsibility of the employees to request said days and to determine their eligibility. It is understood that the regular rate of pay shall equal the wage rate for the straight time shift worked on the last day worked immediately preceding the holiday.

(d) There shall be no pyramiding or layering of premium pay.

(e) If an eligible employee's (as defined in Section 12(b) day off or birthday falls on one of the aforementioned holidays, said employee shall receive one additional day off with pay within a period of two weeks or a day's pay in lieu thereof. It shall be at the Employer's discretion whether or not the individual employee shall receive one additional day off with pay within a period of two weeks or a day's pay in lieu thereof. All employees shall be allowed to request a holiday off with pay according to hotel seniority by classification in the room or department as the case may be. Should the Employer choose to use a smaller staff on holidays, the persons with the most seniority shall be given the option of taking the day off with pay.

(f) If a holiday falls within the employee's vacation period, he shall receive one additional day of vacation with pay or one day's pay in lieu thereof.

(g) Holiday pay will commence at 12:00 midnight at the beginning of the holiday and will end at 12:00 midnight at the end of the holiday.

Section 12.2 Vacations

(a) After a regular employee has been in the service of the Employer for twelve (12) months, the employee shall be entitled to one (1) week's vacation with pay.

(b) After a regular employee has been in the service of the Employer for twenty-four (24) months, the employee shall be entitled to two (2) weeks' vacation with pay annually as provided hereinafter.

(c) After a regular employee has been in the service of the Employer for eight (8) years, the employee shall be entitled to three (3) weeks' vacation with pay annually as provided hereinafter.

(d) After a regular employee has been in the service of the Employer for fifteen (15) years, the employee shall be entitled to four (4) weeks' vacation with pay annually as provided hereinafter.

(e) Vacation pay shall be computed by dividing the total wages (excluding gratuities) earned by the number of weeks actually worked during the preceding year. Food Servers shall receive two (2) times the regular rate for all vacation pay. (Not intended to change banquet vacation formula in dining room, Section 15.)

(f) Employees shall be allowed to split their vacation weeks within a year provided that there be only one split of the vacation period to which the employee is entitled. In no case shall the vacation period to which the employee is entitled exceed the vacation provisions as provided for in subsections (a) through (d). Employees eligible for three (3) or four (4) weeks of paid vacation may take one of their vacation weeks in the year immediately following, provided that the amount of vacation pay for the deferred week shall be the same as it would have been if the vacation week had not been deferred.

(g) Employees shall be entitled to one (1) additional week of vacation at their own expense, and the vacation period shall run consecutively with the paid vacation or a portion thereof. Employees shall at the time they bid for their vacation period, inform the Employer of their request for the additional week of vacation at their own expense. If the request is not made at this time, the additional week shall not be granted.

(h) Vacations must be taken as paid time off, in weekly increments, and no employee shall be allowed or compelled to work for the Employer during his vacation period.

(i) Employees in each department and/or room as the case may be shall be given their choice of vacation periods on the basis of their hotel seniority. Once an employee designates his preference for vacation period(s) such vacation shall not be changed without the consent of the Hotel. Once an employee has selected an available vacation period and it has been mutually agreed upon, the Employer agrees it shall not arbitrarily

re-schedule the employee's vacation selection. During the months of March and September, the Employer shall give each employee an opportunity to make known his vacation preference for the following 6 month period (April 1-September 30, October 1-March 31). The Employer shall designate the weeks in which vacations may be taken. No later than March 15 or September 15, the vacation schedule for the following six month period shall be posted in each department and/or room as the case may be.

(j) Vacation pay shall be paid to the employee by separate check during the work week immediately preceding commencement of his vacation.

(k) Supplemental vacation benefits shall be governed as contained in APPENDIX "E" - Supplemental Vacation Benefit Plan.

(l) Upon termination of employment, an employee who has passed their probationary period, shall receive vacation pay pro-rated in proportion to the number of weeks worked towards his next anniversary date, according to the schedule listed in Section 12.2 (a), (b), (c) and (d).

SECTION 13. SICK LEAVE

(a) Employees shall earn five (5) days sick leave per year. Any unused sick leave shall be accumulated up to a maximum of thirty (30) days.

(b) CASH OUT: The parties agree to implement a "cash-out" system of unused sick leave as a reward system for employees with good work attendance records. Specifically unused sick leave in excess of thirty (30) days, as of December 31st of each calendar year shall be paid to eligible employees at one hundred percent (100%) of their regular rate of pay. For example, an employee with 35 days of accumulated sick leave as of December 31st would be paid for five (5) days at one hundred percent (100%) of his regular rate of pay and as of January 1st would have thirty (30) days in his sick leave "bank."

(c) Any employee having been employed less than one (1) year shall not be eligible for sick leave with pay.

(d) Sick leave pay shall be integrated with Unemployment Compensation, Disability Benefits and Workers' Compensation Benefits so that the sum of disability sick leave pay allowable hereunder and the Disability Benefits which can be paid to an employee during a week in which the employee is absent from work for reasons of illness or disability shall not exceed one hundred percent (100%) of the employee's regular weekly take-home pay for said week.

(e) In order for sick leave to be paid, the Hotel may request verification of illness or injury for an absence the day before or day after

an employee's day off, holiday, or vacation, unless the employee has twenty (20) days or more of sick leave in his sick leave bank for an absence of three (3) or more consecutive working days, or in a case where the employee's history or the circumstances create reasonable doubt as to the validity of the absence.

(f) Employees who had eight (8) years of service with the Hotel on August 14, 1989 shall receive on a grandfathered basis only, an additional five (5) days of sick leave per year (or a total of ten (10) days of sick leave per year) and employees who had twelve (12) or more years of service with the Employer on August 14, 1989 shall receive on a grandfathered basis only, an additional seven (7) days per year (or a maximum total of 12 days per year). No employee can move into a grandfathered category which had not been obtained on August 14, 1989.

(g) A maximum of five (5) days per year can be added to employee's sick leave bank.

(h) 0 Sick Days Attendance Bonus: If an employee does not use any sick leave during an anniversary year, such employee shall have the option of being paid a 100% cash-out for five (5) days of sick leave or having said five (5) days of sick leave added to his/her sick leave bank.

(i) Unpaid Personal Days: The employee has a right to five (5) unpaid personal days, except where the Employer's past practice is to allow more personal days. Such personal days will be given by the Employer upon written request, except that such written request may be denied for legitimate business reasons. Such request once granted shall not be revoked and will be granted on a first come, first serve basis or in the event of simultaneous requests, upon the basis of seniority; and must be granted or denied no later than ten (10) days before the date requested. Employees shall submit a request for personal days in writing on a form to be provided by the Employer with a duplicate copy given to the employee.

SECTION 14 . LEAVE OF ABSENCE

(a) An employee who expects to be absent from work for reasons of bona fide illness or pregnancy disability leave shall be granted, upon proper application in writing on a form to be provided by the Employer for that purpose, a Leave of Absence.

An employee may be authorized for other reasons a Leave of Absence upon proper application in writing on a form to be provided by the Employer for that purpose. Said Leave of Absence shall not be more than six (6) months in total duration.

(b) In the event that an employee on Leave of Absence is unable to return to work because of a verifiable emergency on or before the "Expected Return Date," set forth in the initial application, he may apply

for an extension in the following manner: The employee must contact his immediate supervisor or personnel director by phone at least forty-eight (48) hours before his expected return date and request a new return date. If the emergency is not verifiable, and the employee does not return on his "Expected Return Date," the employee may be subject to immediate termination. In no case shall the initial leave, or any subsequent extensions, exceed a one year period. There shall be only one extension and such extension of a leave of absence shall be at the sole discretion of the Employer.

In the administration of this section, each case shall be handled on an individual basis with past practice not controlling.

(c) An employee on leave of absence shall not be paid or have contributions made on their behalf by the Employer for any day during the period covered by the leave except as defined in Section 1(c), of the Health & Welfare Agreement. Accrued vacation time will at the request of the employee be paid at the start of the leave of absence period.

(d) A leave of absence shall not affect the employee's rights under this Agreement, except as provided for in sub-section (c) above.

(e) An employee on leave of absence may not accept work from another Employer during the period covered by the leave without the express approval of the Employer.

(f) Upon granting the leave of absence, the Employer and the employee shall notify the Union in writing of said leave of absence.

(g) An employee on leave of absence may not apply for Unemployment Compensation benefits during the period covered by the leave.

(h) An employee on leave of absence shall be expected to return to work on or before the "Expected Return Date" set forth in his initial application or any subsequently granted extension. If the employee has been on a Disability or Workers' Compensation leave, such employee may be required to produce proof, before he or she returns to work, that he or she is physically able to return to duty. Upon returning to work, the employee shall be restored to his former position and shift (or equivalent shift) in that weeks' schedule. The employee shall notify the Employer forty-eight (48) hours before returning to work.

Employees returning to work before their "Expected Return Date" shall be returned to their former position and shift (or equivalent shift) at the start of the next succeeding payroll period. These regulations shall be specified to the employee when they take their leave on the Leave of Absence form provided by the Employer.

(i) An employee on leave of absence, except in unusual circumstances who (1) fails to return to work on the "Expected Return Date," without

notifying the Employer pursuant to (b) above or (2) accepts work from another Employer without the express approval of the Employer, or (3) applies for Unemployment Compensation Benefits, shall be terminated and shall be deemed to have resigned.

(j) In the event that an employee is elected or appointed to a position of full-time service with the Union, the employee shall continue to retain his seniority during the period of such leave. Upon completion of service in the Union, the employee shall be returned to his former job at the appropriate rate of pay for that position, provided the employee applies for work within sixty (60) calendar days after completion of Union service.

(k) Members of the Executive Board of the Union shall be allowed time off work, without pay, to attend scheduled Executive Board meetings upon forty-eight (48) hours notice by the Union to the Employer.

(l) Members of the Contract Negotiating Committee shall be allowed time off, without pay, for Negotiating Meetings with the Hotel upon forty-eight (48) hours notice by the Union to the Employer.

SECTION 15. PREGNANCY DISABILITY

Pregnancy disability leaves shall be treated the same as any other disability in accordance with applicable State and/or Federal law.

SECTION 16. MILITARY LEAVE

Military leave shall be treated in accordance with the provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974.

SECTION 17. JURY DUTY

An employee who is called to jury duty shall be paid by the Employer any difference between the total amount paid including expenses for such service by the government and the employee's lost wages up to a maximum of ten (10) working days straight time wages per contract year as set forth in the attached wage scales. It is understood that such employee shall be released from work to attend to juror responsibilities.

SECTION 18. FUNERAL LEAVE

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted such time off with pay and without loss of benefits, as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regular scheduled working days. This provision does not apply if the death occurs during the employee's paid vacation, or the employee is on leave of absence, lay-off or sick leave.

For the purposes of this provision, the immediate family shall be restricted to mother, father, brother, sister, spouse or child. At the request

of the Employer, the employee shall furnish a death certificate or other documentation and proof of relationship.

In the event of the death of a relative not in the immediate family or a close personal friend, the Employer shall not arbitrarily deny such unpaid time off as is required to attend the funeral.

SECTION 19. SHOP STEWARDS

(a) The Employer agrees to recognize shop stewards. Shop stewards may discharge their responsibilities during working hours provided that there is no disruption in work and that prior arrangements are made with the immediate supervisor of the steward and the employee contacting the shop steward. Shop stewards may participate in the grievance procedure as set forth in Section 11. It is understood that shop stewards may cross departmental lines.

(b) No employee with management responsibilities shall be permitted to be a shop steward. 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 Hotel. In order to be recognized as a shop steward, the Union shall notify the Hotel of the names of elected and certified shop stewards.

(c) The number of shop stewards to be designated at a given Hotel shall be the current number of shop stewards negotiated and agreed to at the signing of the 1980-1983 Collective Bargaining Agreement.

(d) At the time of hire, the Employer shall inform all employees of their rights to representation by their shop stewards.

(e) Election of shop stewards shall be conducted on Hotel premises at a site to be selected by Employer which will be convenient to the affected employees and it is understood that the balloting will be conducted on the employee's own time.

SECTION 20. PAY PERIOD

(a) Wages of a regular employee shall be paid semi-monthly; provided that should an employee have a personal financial emergency, said employee may, on the seventh (7th) day prior to the established pay day of the Hotel in which the employee works, apply for and receive an advance on account of said wages. Requests for advances up to three in a calendar year by the same employee shall be granted. Advance requests in excess of three (3) per calendar year shall be at the Employer's sole discretion. If the pay day falls on a holiday, all wages due shall be paid on the preceding business day.

(b) Wages of extra employees shall be paid immediately upon completion of their work, whenever possible, however, in no event later than twenty-four (24) hours after completion of his work. In the event the

employee is not paid within twenty-four (24) hours after the completion of his work, said employee shall be compensated for one (1) hour at the overtime rate as specified in the wage schedule for each business office day of delay thereafter.

(c) If an employee is laid off or services are terminated, the employee shall be paid at the time the last shift is terminated; an employee not paid as provided above shall be compensated one (1) day's pay for every day said employee reports to the Hotel for pay

SECTION 21. EQUAL PAY FOR MEN AND WOMEN

(a) The wage scales shall apply equally to male and female employees.

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

SECTION 22. CONSTRUCTION

In the case where these General Rules are qualified by the provisions of the rules and wage schedules of a particular craft, as provided hereinafter, and where there is any inconsistency between these rules and the rules and wage schedules of a particular craft, as provided hereinafter, the rules and wage schedules of the particular craft shall prevail.

SECTION 23. UNIFORMS AND LINEN

(a) When uniforms are required by the Employer to be worn by the employee as a condition of employment, such a uniform shall be provided and maintained by the Employer. The term "Uniform" shall be defined as wearing apparel and accessories of distinctive design and color.

(b) All uniforms and linen used by the employees while working shall be cleaned and laundered by the Employer without cost to the employee. Clean uniforms shall be provided for each employee required to wear such.

(c) Uniformed female employees employed as room cleaners shall have the option of wearing pants or dresses by majority vote. Such option of wearing pants or dresses shall be exercised during the life of this contract only when there is a complete change in style and design. There shall be no individual option.

(d) Any footwear required by the Employer, other than a black or white shoe, shall be provided and maintained by the Employer at no cost to the employee.

(e) Extra employees who do not have their linen provided by the Employer shall be paid two dollars (\$2.00) in cash for linen for each shift worked.

SECTION 24. BREAKAGE AND CASH SHORTAGE

No Employer shall make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, loss of equipment or guest property unless it can be shown that the shortage, breakage, loss of equipment or guest property is caused by a dishonest or willful act or by the gross negligence of the employee. However, this shall not preclude the Employer from disciplining employees under this provision for just cause.

SECTION 25. MINIMUM SCALE

The scales of wages in this Agreement are minimum scales and do not prohibit a superior worker from receiving a higher wage

SECTION 26. SEATS

(a) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(b) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area, and the employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

SECTION 27. AUTOMATION

(a) In the event of a reduction of work force by reason of the introduction of new equipment or a change in methods of operation, existing employees, if qualified, shall be retained in such jobs as remain or are created in accordance with their seniority standing.

(b) The Hotel shall be required to train such employees, if qualified, on Hotel time and expense in the event that training is necessary to qualify them for the operation of new equipment.

SECTION 28. EARLY SHIFT RELEASE

An employee, with the Employer's approval, may voluntarily leave work early, if he so desires, and be paid only for the time actually worked on that shift.

SECTION 29. ADJUSTMENT OF PAY

Any employee earning premium pay over and above those minimum scales established in the wage scales attached hereto shall receive as wage increases under this Agreement the amount by which the minimum rate for the classification in which they are employed is increased.

SECTION 30. MESSAGES

Telephone and other messages received by management of an emergency nature shall be immediately relayed to such employee if on the property. The Employer shall release such employee to attend to such emergency situation.

SECTION 31. ADDITIONAL CLASSIFICATIONS OF WORK

The minimum rate of pay for any classification of work not covered by these rules or wage schedules shall be mutually agreed upon.

SECTION 32. BULLETIN BOARDS

The Union shall have the use of a designated bulletin board of the Hotel for posting official, signed Union notices. Such official Union notices shall be dated at the time of posting and shall remain on the bulletin board no longer than fourteen (14) days.

SECTION 33. UNION BUTTONS

All employees shall be permitted while on duty to wear one (1) official Union button evidencing Union membership.

SECTION 34. JOB DESCRIPTIONS

(a) Employees shall not be required to perform work which is not customary to their craft.

(b) It is recognized by the Union that the Employer requires and retains flexibility in changing its operation and attendant duties of employees to respond to the changing standards in the presentation of its product to the public. Therefore, the Employer shall have the right to appropriately adjust its operation(s) and work duties of employees covered by this contract in order to meet the changing standards in the presentation of the Employer's products.

(c) In the administration of this section, it is recognized that no Employer shall require any employee to work out of their classification, nor to perform duties or work which is not customary to their craft. Further, the provisions of this section shall not operate to reduce the total compensation (including service charge, portage, premiums or any other contractual monetary obligations) of any employee as set forth in the Collective Bargaining Agreement, nor to increase the total work load of an individual employee, if such increase creates an unreasonable workload. Further, should the Union believe that the Employer in the administration of this section has violated the specific terms and conditions of this collective bargaining agreement, the Union shall be free to file a grievance pursuant to Section 11 GRIEVANCE PROCEDURE.

SECTION 35. LOST AND FOUND

Upon turning in any lost article, including cash, an Employer shall, at the employees request, issue a receipt uniform to all Hotels covered by this Agreement. After ninety (90) days if the owner of the lost article is not determined, the article, may be claimed by the finding employee. If however, the article, including cash, is turned over to the police, the disposition of said found article, including cash, shall be handled in accordance with the provisions of California Civil Code 2080. A receipt of the article disposition shall be issued and a copy given to the affected employee.

SECTION 36. OFF PREMISES WORK

The Employer shall pay all transportation expenses for an employee who is required to perform such services for the Employer "off premises" and such employee's time shall begin to run upon leaving the Hotel and shall continue until completion of the event or return to the Hotel. The rate of pay shall be as set forth in APPENDIX "A."

SECTION 37. LEGAL PLAN

The Employer shall contribute five cents (5¢) per hour worked or paid for in the bargaining unit for the establishment of a plan to provide legal services for employees and their dependents, beginning February 15, 1989. Initially, such monies shall be contributed to an interest-bearing escrow account, in a manner to be agreed upon by the parties. The parties shall, subsequent to the signing of this Agreement, negotiate regarding the use of such monies. These monies may not be used in support of any legal actions against the Employer and/or the Union.

FOOD PREPARATION DEPARTMENT

SECTION 1. CLASSIFICATIONS OF HOTEL RESTAURANT KITCHENS

Class "A" - Cathedral Hill, Fairmont, Four Seasons Clift, Grand Hyatt San Francisco, Hyatt Regency, Mark Hopkins, Le Meridien, Miyako, San Francisco Hilton, Sheraton Palace, Sheraton At The Wharf, Sir Francis Drake, Stanford Court, Westin St. Francis.

Qualified Class "A" - Huntington, Ramada Hotel-Fisherman's Wharf, San Franciscan, Travelodge At The Wharf.

Class "B" - Bedford, Bellevue, Californian, Canterbury, Chancellor, Kyoto Inn, Quality Inn, Vagabond Motor Hotel.

SECTION 2. RELIEF COOKS

A relief cook shall be paid at the rate of pay for each station relieved. However, in no instance shall the cook receive a lower rate of pay than that set forth for All Other Cooks classification.

A relief pantry person shall be paid at the rate of pay for each station relieved in the pantry.

SECTION 3. KITCHEN STATIONS

A station of a kitchen is defined to be a department or subdivision of the activities of the kitchen in charge of a station cook engaged in or supervising the duties of preparing and serving, or preparing a certain class or classes of food.

Only the following are recognized as kitchen stations: pastry station, second cook station, garde manger station, roast station, broiler station, fry station, butcher station, breakfast station, vegetable station, pantry station or combination station (combining any of the foregoing). Each station or combination station shall be in charge of a station cook. Only one station cook shall be recognized at any one such station per day but this shall not prohibit the Employer from hiring additional station cooks if the Employer deems it advisable for the necessary conduct of business.

SECTION 4. CHEF - HEAD COOK

There shall be at least one chef or head cook in each Class "A" and qualified "A" hotel kitchen and so paid.

SECTION 5. CLEANING/CLOSING TIME

(a) Employees shall schedule their station work in order to allow for

a fifteen (15) minute clean-up and restock period. This shall not be interpreted to mean that employees should not perform their normal duties if necessary.

(b) In those Hotels not serving food on a twenty-four (24) hour basis, a cook's shift shall be scheduled so as to allow the cook thirty (30) minutes before the kitchen closes to clean and close up the station.

SECTION 6. NIGHT CHEF

A night chef (if employed) shall be permitted to act as a station cook at any station of the kitchen or any combination of such stations.

SECTION 7. ALL OTHER COOKS

Cooks of this classification need not be under the supervision of a station cook. They may perform all of the skilled tasks required in the art of cooking. They may be made responsible during their shift for any subdivision of a kitchen station, such as soup, fish, cold meat, salads, carver, etc.

They can be employed at any of the kitchen stations provided that this is not done to avoid payment of a bona fide station cook and/or circumvent the spirit and intent of this Agreement.

SECTION 8. APPRENTICES

Employment of apprentices shall be in accordance with the State Apprenticeship Standards Agreement between the Union and the Hotel, and shall be paid the following percentages of the "Station Cooks" rate in Class "A" hotels.

1st 6 months	55%
2nd 6 months	60%
3rd 6 months	65%
4th 6 months	70%
5th 6 months	75%
6th 6 months	80%

Upon successful completion of the Apprenticeship Program, graduates shall be paid 100% of the Station Cook's wage rate, if hired.

Pastry Apprentices:

The following percentages of the first assistant to the Pastry rate for Class "A" hotels:

1st 6 months	55%
2nd 6 months	60%
3rd 6 months	65%
4th 6 months	70%

SECTION 9. GENERAL CLEANING

Employees coming under the jurisdiction of the Food Preparation Department shall not be required to do general cleaning other than the tools of the trade and the necessary cleaning of the immediate station.

SECTION 10. KNIFE SHARPENING

Knife sharpening service of a professional quality shall be made available at least once a month by the Employer for employees required to use knives.

SECTION 11. BEVERAGES

All employees in the Food Preparation Department shall be provided with soft drinks, canned fruit juices or other carbonated non-alcoholic beverages during their shifts. Such beverages shall not be removed from the premises.

SECTION 12. HAZARDOUS SURFACES

Floor covering other than wooden slats (duckboards) shall be provided in all areas of the kitchen that are designated as permanent stations.

SECTION 13. NUMBER OF COOKS

In determining the number of cooks employed, there shall be counted all the employees of the Hotel coming under the jurisdiction of the Food Preparation Department except apprentices.

SECTION 14. NIGHT SHIFT

A shift starting between the hours of 8:00 p.m. of one day and 4:00 a.m. of the following day shall be deemed to be a "Night Shift." The rate for night shift shall be \$2.00 in excess of what the wage would otherwise be, but this wage differential shall not apply in those classifications where the word "night" appears in a definition of the classification or where it is otherwise specifically provided. No shifts shall have a starting time after 12:00 midnight and before 5:00 a.m. except in the case of Bakers.

SECTION 15. SHIFTS

(a) Eight (8) consecutive hours shall constitute a "Straight Shift." Except as otherwise specifically provided all wage rates established herein are for the Straight Shift.

(b) Four (4) consecutive hours shall constitute a short shift. The rate for the short shift shall be one-half (1/2) the straight shift, plus \$1.00. Not less than one-half day's work shall be provided for anyone called to work. Employees working not in excess of four (4) hours per day shall be permitted to work six (6) days.

(c) No regular or relief employee shall be required to return to work for twelve (12) hours after the expiration of their normal shift, except in cases of changes in permanent shift or in cases of emergency. If a Hotel violates this paragraph, the employee shall be paid an extra \$2.00 in addition to his daily wage.

SECTION 16. MEALS

Employees working the half shift (4 hours) shall be entitled to one (1) meal per shift and those working a full shift (8 hours) shall be entitled to three (3) meals per shift, one of which shall be on paid time.

DINING ROOM DEPARTMENT

SECTION 1. SCHEDULING OF DAYS OFF AND SHIFTS

The following provisions shall apply to all workers in the Dining Room Department except banquet personnel.

Employees shall have preference for work schedules, including days off, as established by the Employer based upon seniority. There shall be bidding within each classification and on May 1 and November 1 of each year thereafter for work schedules including days off as established by the Employer on the basis of seniority.

Food servers working the majority of their shift after 12 midnight and before 6 a.m. shall receive at least eight (8) hours pay.

SECTION 2. BUS PERSON

Any bus person who regularly performs the duties of food server shall be classified as food server. In a restaurant or room service (where a room service food server is on duty) the food server shall serve all orders and may take orders. Bus persons may only assist.

SECTION 3. BANQUETS

(a) A banquet shall be deemed to be any sit-down function which has been regarded and paid at the banquet rate according to the custom and usage of the trade.

(b) Banquet food servers shall not be required to set up more than the number assigned to them to serve, nor shall they be required to clear off more than the number given them to serve.

SECTION 4. COMBINATION SERVICE

(a) A regular food server or bus person shall not be required to serve at a banquet except in an emergency. When such food server or bus person is required to work at a banquet, he or she shall be paid at the rate of the shift actually worked, in addition to the regular banquet rate except that if the hiring hall is unable to provide the requested number of employees to work the banquet, the Employer may use its regular employees. In this event, said regular employees will be paid at the contract rate of the work actually performed, e.g. if a server on a six (6) hour shift, after completing four (4) hours, is transferred to work in a banquet under these circumstances and works four (4) hours in the banquet, said server shall be paid four (4) hours Server Pay and four (4) hours Banquet Servers Pay at his/her regular scheduled rate. No overtime will be paid unless the total hours worked that day exceed eight (8). The Employer shall first offer the available work to the employees in the Dining Room and Room Service Departments, i.e.

Food Servers and Buspersons, provided said departments can still function efficiently.

(b) When banquet or a la carte food servers are required, the Union shall be notified at least forty-eight (48) hours in advance, unless the fact that such food servers would be required was not known to the Hotel forty-eight (48) hours in advance. In the hiring of extra food servers for banquets or a la carte, the Hotel shall designate the number of food servers needed and the Union shall then furnish crews of extra food servers available.

(c) If a regular dining facility is used during normal operating hours for a banquet function, the regularly scheduled crew shall work that function with additional crew, if needed, drawn from the banquet department.

(d) If banquet servers or bus persons, after the completion of their assigned function, are transferred to a dining room for a la carte service in addition to the banquet rate, they shall be paid at the rate of the shift actually worked in the dining room.

SECTION 5. BANQUET SHIFTS, COVERS, OVERAGES

(a) The shift for breakfast, lunch or tea banquets shall be three (3) hours or less. The shift for dinner or supper banquets shall be four (4) hours or less.

(b) Breakfast, Luncheon and Tea (before 4 p.m.) A food server shall not be required to serve more than twenty (20) persons at a particular function. When a food server is required to serve over twenty (20) persons the pay shall be one dollar and twenty cents (\$1.20) per each additional person in addition to the established wages.

(c) Dinner Banquets. A food server shall not be required to serve more than fifteen (15) persons at a particular function. When a food server is required to serve over fifteen (15) persons the pay shall be one dollar and thirty cents (\$1.30) per each additional person in addition to the established wages.

(d) Supper Parties (beginning after 9:00 p.m. and before 4:00 a.m.) A food server shall not be required to serve more than sixteen (16) persons at a particular function. When a food server is required to serve over sixteen (16) persons, the pay shall be one dollar and thirty cents (\$1.30) per each additional person in addition to the established wages.

SECTION 6. TRAY STAND

There shall be at least one (1) tray stand for each two (2) food servers.

SECTION 7. ROTATION OF STATIONS

Work stations within a room shall be assigned to servers on a

rotational basis. Work stations shall be assigned to bus persons in order to assure a fair distribution of the workload.

SECTION 8. ROTATION OF PARTIES

All guest parties shall be seated in a rotational order so as to insure a fair distribution of the work load, consistent with guest preference and table availability.

SECTION 9. BANQUET SERVICE CHARGE/GRATUITIES

(a) Banquets. In arranging all banquets (a banquet shall be deemed to be any sit-down function which has been defined and paid at the banquet rate according to the custom and usage of the trade) the Employer guarantees that fifteen percent (15%) of the total food and/or beverage charge shall be distributed as follows:

75% to food servers and bus persons serving the banquet; the Employer shall be responsible for and shall guarantee the distribution of said seventy-five percent (75%);

25% to head waiters, head waitresses, captains, maitre's d' and others.

(b) Each banquet check given to the engager for signature shall provide a place for indicating the total amount of the service charge and for verification thereof by the engager or guest authorized to sign the check. Each banquet check shall so specify the total amount of the service charge.

(c) Buffets and Receptions. Seventy-five percent (75%) of the total gratuity received and shown on the check as required in (b) above, regardless of how it is specified by guest or engager, shall be distributed to food servers, bus persons working the buffet or reception and the remaining twenty-five percent (25%) shall be distributed to head waiter, head waitresses, captain, maitre d' and others. The Employer shall be responsible for and shall guarantee the distribution of all buffet and reception gratuities in accordance with this rule.

(d) Cocktail Parties. Seventy-five percent (75%) of any gratuity left shall be allocated for distribution on an equal basis to the persons actually working the party in the room. Twenty-five percent (25%) of the gratuity shall be allocated to head waiter, head waitress, captain, maitre d' and others.

(e) The Employer shall notify the engager of the buffet, reception or cocktail party that a gratuity of 15% of the food and beverage portion of the bill is suggested.

Section 9.1 Records

(a) All gratuities for food servers and bus person shall be forwarded by the Employer to the Union on a weekly basis, but in no event later than two (2) weeks following said function by name, together with the following information: The total amount of the check, the total gratuity, the name of the function and the engager, the date, the check number, and the names of the employees working the function. The Employer shall post the function sheets, but said function sheets shall not include specific prices for individual items or the name or telephone number of the engager's contact.

(b) The Employer shall be responsible for maintaining and shall require that its auditing department maintain complete records of all banquets given; including all gratuities and/or service charges received or distributed and the actual banquet checks. Such records for each banquet shall be kept for at least one year, and all such records shall be made available to the Union upon request at any time during business hours. It is understood that in making such request for said banquet information, that the Union must specify the specific function for which information is requested. Should the Employer fail or refuse to furnish the Union with the records as provided herein, the Union shall then make such request in writing to the Hotel. A penalty in the amount equal to ten percent (10%) of the service charges shall be added and charged to the Employer for each week or fraction thereof after the elapse of a ten (10) day period for which the Employer has refused or failed to make available such records to the Union as required herein.

(c) Once every thirty (30) days, the Hotel shall send the Union a list of the functions (banquets, cocktail parties, receptions). The list shall be by name of function only.

No function sheets would be mailed to the Union; however, function sheets shall be posted at the Hotel until the day following the function with the customer name, address, phone number, as well as the price for the individual items and other confidential information deleted.

The Union agrees that no contact would be made with the engager unless done on a mutual basis, i.e. the Hotel and the Union jointly contact the engager.

The thirty day list of functions is used on a confidential basis by the Union.

(d) There shall be a new "Tip Distribution Sheet" which is attached hereto as APPENDIX "F" - Tip Distribution Sheet.

SECTION 10. GRATUITIES

(a) No employee shall be required to contribute to the head food

server, captain or hostess/host or any other employee covered by these craft rules except where such person assists in the service to the guests.

(b) Food servers shall tip bus persons in accordance with the custom and tradition of the trade.

(c) At the next printing of checks and menus, all checks and menus not carrying an automatic service charge shall be printed with words "Gratuity Not Included."

(d) A 15% service charge shall be added to all food and beverage portions of pre-sold tours.

(e) All charged tips, exclusive of tours shall be paid in cash to the server at the completion of their shift.

(f) For all Hotels with point of sale accounting systems each food and beverage server shall be provided, in writing, with the total dollar amount of sales handled by the server, and the total charged gratuities paid to that server. Such information shall be provided on a biweekly basis or on another interval if proposed by the Employer and agreed by the Union.

SECTION 11. NEW YEAR'S EVE

(a) For New Year's Eve dinners, extra food servers shall be paid in accordance with the wage schedules for a shift of seven (7) hours. Regular and relief food servers and bus persons working on New Year's Eve dinners shall be paid in accordance with the wage schedules as contained in this Agreement.

(b) Ticket Sales. Per Arbitrator Staudohar's Clarification Award dated July 20, 1981.

SECTION 12. SCRUB CAPTAIN

A scrub captain is one who is hired in addition to the regular banquet crew, due to unexpected increase in the number of customers at a banquet. A scrub captain oversees directing several banquet personnel and may work part of a station and will participate in the 25% portion of the gratuity only.

The rate for scrub captain shall be as set forth in the wage schedule.

SECTION 13. DUTIES, SERVERS

Food servers shall not be required or permitted to sweep or to do work of dishwashers, housepersons or porters, except in cases of emergency.

SECTION 14. CASH SHORTAGES - MISSING CHECKS

(a) An employee working in the capacity of a food and/or beverage server and who serves a guest or patron of the Hotel shall not be held responsible for a failure of such guest or patron to pay the amount of the

meal or beverage check, unless such employee shall have neglected to notify the management of such failure within ten (10) minutes after the employee's knowledge thereof. In connection with meal checks, no losses or penalties shall be charged except in accordance with this rule, nor shall any punishment or discharge be imposed.

No food server shall be held financially responsible for any losses due to use of credit cards, nor shall any form of punishment or discharge be imposed for any such loss.

(b) Any missing checks shall be brought to the attention of the server, cashier or captain to whom they were issued within two (2) of the employee's working days. If any such missing checks are not brought to the attention of the server, cashier or captain within said time period, the employee shall not be disciplined on the basis of such missing check(s). Such an employee may examine the checks for the day in question if the employee requests to do so immediately after being notified by the Employer that a check is missing.

SECTION 15. VACATION FOR EXTRAS AND STEADY EXTRA BANQUET PERSONNEL

(a) After one (1) year of continuous service with a particular Hotel and provided said extra and/or steady extra banquet server has earned eight hundred dollars (\$800.00) or more, exclusive of overtime, gratuities and/or service charges, the affected individual shall be entitled to four percent (4%) of the total wages, including overtime, as vacation pay.

(b) For extra and/or steady extra banquet personnel, after two (2) years of continuous service with a particular Hotel, and provided said extra and/or steady extra banquet server has earned eight hundred dollars (\$800.00) or more, exclusive of overtime, gratuities and/or service charges, the affected individual shall be entitled to eight percent (8%) of the total wages, including overtime, as vacation pay.

(c) For extra and/or steady extra banquet personnel, after ten (10) years of continuous service with a particular Hotel, and provided said extra and/or steady extra banquet server has earned eight hundred dollars (\$800.00) or more, exclusive of overtime, gratuities and/or service charges, the affected individual shall be entitled to twelve percent (12%) of the total wages, including overtime, as vacation pay.

SECTION 16. STOOLS, CHAIRS

(a) Cashiers, food checkers and/or room service order takers confined to a small work area and who are required to stand in the performance of their duties shall be provided with suitable stools and/or chairs for their use.

(b) The Hotel shall provide cashiers with efficient, functioning equipment to work with and shall maintain all equipment.

SECTION 17. ROOM SERVICE

(a) Order Distribution. In all Class "A" hotels where the Hotel itself provides room service, all food and beverage orders ordered from the room service menu and delivered to hotel guest sleeping rooms and suites shall be served by room service.

(b) Order distribution to servers shall be equitable by rotation.

(c) All complimentary, promotional, billed gift orders and orders for hotel staff shall be compensated in accordance with the past practice in effect on the date of the signing of this Agreement at the individual Hotel.

(d) There shall be a separate check issued for each room service order.

(e) Room service food servers shall tip bus persons in accordance with the tradition of the trade.

(f) Records of the distribution of catering and hospitality orders and gratuities shall be retained for a period of one year and shall be made available to Room Service employees upon request during office hours.

SECTION 18. STEADY EXTRA BANQUET FOOD SERVERS

(a) The parties in each Hotel shall reach agreement on the maximum number of steady extra banquet food servers.

(b) Each Hotel Employer and the Union shall meet upon request of either party to negotiate the rotational practice of steady extra banquet food servers. Pending such negotiations, the current practice in effect on the date of signing of this Agreement at each Hotel shall remain in effect.

SECTION 19. STEADY EXTRA BANQUET SERVERS OVER TIME

The overtime rate for steady extra banquet food servers shall be \$11.03 per hour or fraction thereof.

SECTION 20. MEALS

Employees within these crafts shall be entitled to one (1) meal on a three (3) hour shift; two (2) meals on a six (6) hour shift; and three (3) meals on an eight (8) hour shift, one of which shall be on paid time.

SECTION 21. NIGHT SHIFT

Where an employee worked the one-meal shift commencing at or after 8:00 p.m., the rate shall be one dollar (\$1.00) in excess of the rate shown in the wage schedule.

BEVERAGE DEPARTMENT

SECTION 1. SHIFTS

(a) Bartenders working eight (8) hours shall be paid in accordance with the wage schedule attached hereto.

(b) Bartenders working a shift of four (4) hours or less shall be paid in accordance with the wage schedule attached hereto. No front or service bartender shall be employed on a four (4) hour shift ending after 10:00 p.m.

(c) Banquet bartenders working a shift of four (4) hours or less shall be paid in accordance with the wage schedule attached hereto.

(d) On New Year's Eve bartenders shall be paid in accordance with the wage schedule attached hereto.

SECTION 2. BANQUETS AND SPECIAL OCCASIONS, ETC.

(a) One (1) bartender shall be provided for every fifteen (15) feet of bar length.

(b) At no time shall a bartender in this classification receive less than provided in the wage scale for any shift. After four (4) hours, the overtime rate applies. For any shift starting after 8:00 p.m. the rate shall be as provided in the wage scale until midnight; thereafter the overtime rate shall apply.

(c) The Employer shall have a bartender for all parties which have twenty-five (25) or more persons in attendance, except where the engager requests the services of a bartender for parties of less than twenty-five (25) persons.

SECTION 3. HEAD BARTENDERS

Head bartenders are subject to all work rules governing bartenders and shall be paid in accordance with the wage schedule attached hereto.

SECTION 4. SERVICE BARTENDERS

(a) A service bartender shall be defined as a bartender who serves exclusively other servers during the course of a shift and shall be paid in accordance with the wage schedule attached hereto.

(b) Bartenders who during the course of a shift serve both customers and servers shall not be considered working a combination job.

SECTION 5. BARTENDER STATIONS

Operation of a wine, beer and non-alcoholic station in the banquet department and/or room service department function shall not require a bartender.

SECTION 6. GRATUITY DISTRIBUTION

(a) Buffets, Receptions. Seventy-five percent (75%) of the total gratuity received and shown on the check, regardless of how it is specified by guest or engager, shall be distributed to banquet bartenders, banquet bar attendants, food servers, bus persons working the buffet or reception and the remaining twenty-five percent (25%) shall be distributed to head waiter, head waitress, captain, maitre d' and others. The Employer shall be responsible for and shall guarantee the distribution of all buffet and reception gratuities in accordance with this rule.

(b) Cocktail Parties. Seventy-five percent (75%) of any gratuity left shall be allocated for distribution on an equal basis to the persons actually working the party in the room. Twenty-five percent (25%) of the gratuity shall be allocated to head waiter, head waitress, captain, maitre d' and others.

(c) The Employer shall notify the engager of the buffet, reception or cocktail party that a gratuity of 15% of the food and beverage portion of the bill is suggested.

(d) The Employer shall maintain a record, and shall also require any of its supervisory or executive employees to maintain a record of any gratuities paid and received either by the Employer or by any supervisory or executive employee as the case may be, together with any instructions specified in writing by the person giving the gratuity; and this information, together with the occasion, the date and room where served, the name of the engager, the total sales and the distribution of the gratuity if any shall be disclosed to the Union upon request. The Employer shall, in the administration of this section, clearly identify the function in the reports submitted to the Union. The Employer shall post the function sheets, but said function sheets shall not include specific prices for individual items or the name or telephone number of the engager's contact. It is understood that in making such request for said banquet information that the Union must specify the specific function by name for which information is requested.

(e) Once every thirty (30) days, the Hotel shall send the Union a list of the functions (banquets, cocktail parties, receptions). The list shall be by name of function only. No function sheets will be mailed to the Union; however, function sheets shall be posted at the Hotel until the day following the function with the customer name, address, phone number, as well as the price for the individual items and other confidential information deleted.

The Union agrees that no contact will be made with the engager unless done on a mutual basis, i.e. the Hotel and the Union jointly contact the engager.

The thirty (30) day list will be used on a confidential basis by the Union.

(f) There shall be a new "Tip Distribution Sheet" which is attached hereto as APPENDIX "F."

(g) All gratuities for extra employees shall be mailed or delivered to the Union within fourteen (14) calendar days from the day work was performed. Any gratuity not so received by an employee shall be increased by one (1) hour's pay at the banquet rate for each day of violation of this provision beyond said fourteen (14) day period.

SECTION 7. BANQUET TICKET SALES

(a) A banquet shall be deemed to be any sit-down function which has been regarded and paid at the banquet rate according to the custom and usage of the trade.

(b) Ticket Sales. Per Arbitrator Staudohar's Clarification Award dated July 20, 1981.

SECTION 8. SENIORITY FOR JOB VACANCIES

When vacancies occur, the seniority of all employees in the department shall apply for work schedules, including days off and stations.

SECTION 9. VACATION PAY - STEADY EXTRAS

Steady extra employees shall be entitled to vacation pay. Vacation pay for steady extra employees shall be paid on the basis of the actual days per week worked during the preceding year.

SECTION 10. STEADY EXTRA BANQUET BARTENDERS/BAR ATTENDANTS

(a) The parties in each hotel shall reach an agreement on the numbers of Steady Extra Banquet Bartenders/Bar Attendants. Names of steady extras shall be on record at the Union.

(b) Each hotel Employer and the Union shall meet upon request of either party to negotiate the rotational practice of steady extra banquet bartenders. Pending such negotiations, the current practice in effect on the date of signing of this Agreement at each Hotel shall remain in effect.

SECTION 11. BAR ATTENDANTS

Bar attendants shall be assigned appropriate work as helpers and assistants to bartenders.

SECTION 12. APPRENTICES

Employment of apprentices shall be in accordance with the standards and provisions of the San Francisco Bartenders Joint Apprenticeship Committee.

SECTION 13. MEALS

(a) Any employee working a four (4) hour shift or longer shall receive one (1) meal or fifty cents (50¢) in lieu thereof in establishments where no food is served to employees by the management.

(b) In those hotels which furnish meals to employees, a bartender who is scheduled to work eight (8) hours shall receive two (2) meals per day; the first meal to be eaten before the shift commences and the second meal during the course of the shift which shall be on paid time.

STEWARDS DEPARTMENT

SECTION 1. UNIFORMS AND LINEN

(a) The Employer shall furnish, launder and maintain, at no expense to the employee, a uniform which shall consist of an apron, pants and jacket or cook's shirt for men, and an apron, pants and/or smock for women.

(b) Gloves of the appropriate kind and water-repellent aprons shall be furnished by the Employer to each employee performing a job classification which requires the wearing of gloves and/or aprons.

(c) If the Employer does not furnish an employee with such uniform daily, or fails to provide the appropriate gloves or water-repellent apron when required, the employee so affected shall receive seventy-five cents (75¢) per day in addition to the daily wages where the job classification requires such usage.

SECTION 2. COMBINATION BUS PERSON AND DISHWASHER

Full shift \$2.50 in addition to the regular scale.

Half shift \$2.00 in addition to the regular scale.

SECTION 3. SENIORITY

The departmental seniority of all employees within the entire department shall govern in applying the provisions of Section 5-SENIORITY of the General Rules, anything in said section to the contrary notwithstanding.

SECTION 4. BANQUETS AND SPECIAL PARTIES

Extra Stewards Department employees where needed shall be employed for banquets and special parties.

SECTION 5. SOAP

The Employer agrees to supply kitchen workers with a brand of soap for dishwashing that is approved by the standard set by the California State Department of Public Health.

SECTION 6. FLOORING

The Employer shall provide and maintain appropriate anti-skid surfaces including rubber mats where appropriate in areas where skid hazards exist.

SECTION 7. UPGRADING

Consistent with the provisions of the terms of this Agreement, employees of the Stewards Department shall be given equal consideration

to be upgraded when openings become available within the establishment where they are employed.

SECTION 8. COMBINATION WORK

A person performing duties combining two or more of the classifications within the Stewards Department and working a shift of eight (8) hours or more shall be paid \$2.50 per day in addition to the rate of pay for the shift as set forth in the wage scales. A person performing duties combining two or more of the classifications in the Stewards Department for four (4) hours or less shall receive \$2.00 in addition to the rate of pay for the shift as specified in the wage scale.

SECTION 9. DISH-UP

Any employee called upon to place food on a plate or otherwise assist a cook for banquets shall be paid \$2.50 per day in addition to the rate for the shift as specified in the wage scales.

SECTION 10. MEALS

(a) Employees working full shifts (8 hours) shall be entitled to three (3) meals per shift or \$1.00 per meal in addition to wage rates, one of which shall be on paid time.

(b) Employees working shifts of four (4) hours or less than six (6) hours per day shall be entitled to two (2) meals per shift or \$1.00 per meal in addition to wages.

SECTION 11. SCHEDULING

Employees shall have preference for work schedules, including days off, as established by the Employer based upon seniority. There shall be bidding within each classification November 1 of each year thereafter for work schedules including days off as established by the Employer on the basis of seniority. If the Employer fails to post the schedules for bidding on or before November 1 of each year and to complete and implement the newly bid schedules by December 1 of each year, as determined by an arbitrator, then bidding in the Steward Department for that Employer shall revert to once every six (6) months following the decision of the arbitrator for the remainder of the contract; provided, however, that the most senior fifty percent (50%) of the employees of the Employer must bid within seven (7) calendar days of November 1 and the other fifty percent (50%) of the employees must bid within the next seven (7) calendar days or by November 15. Employees who fail to bid within these time constraints lose their right to bid and shall be assigned to a schedule by the Employer. Employees who are unable to bid in person may designate another employee to bid on their behalf by an irrevocable written proxy on a form supplied by the Employer.

SECTION 12. SHIFTS

(a) There shall be no split shifts.

(b) No employee shall be required to return to work for ten (10) hours after the expiration of their normal shift, except in cases of change of permanent shift or in cases of emergency. If a hotel violates this paragraph, the employee shall be paid an extra \$2.00 in addition to the daily wage.

SECTION 13. GREASE TRAPS

The cleaning of grease traps shall be done in accordance with the past practices as of June 30, 1980, at the individual hotels.

SECTION 14. NIGHT SHIFT

A shift starting between the hours of 7:00 p.m. of one day and 4:00 a.m. of the following day shall be deemed to be a "Night Shift." The rate for the night shift shall be one dollar fifty cents (\$1.50) in excess of what the wages would otherwise be but this wage differential shall not apply in those classifications where the word "night" appears in the definition of the classification, or where it is otherwise specifically provided.

HOTEL SERVICE DEPARTMENT

SECTION 1. DEFINITION OF WORK - BELL PERSON

(a) COMBINATION BELL-ELEVATOR PERSON. Where there is but one employee working a full shift whose duties are confined to operating an elevator and performing the duties of bellperson, such employee shall be classed as a Combination Bell-Elevator person.

(b) BELLPERSONS

1. Bellpersons may relieve desk clerks for meal periods or in case of an emergency. Bellpersons required to work three or more meal period reliefs in one shift shall be paid the combination bell-elevator rate. Where bellpersons are required on any day by the Employer or their representative to operate a switchboard, they shall be paid the combination bell-elevator rate for such day. This rule shall not apply in the event of an emergency or during relief periods. However, by virtue of this provision, a hotel may not evade the hiring of a full-time telephone and service center operator. In Class "A" hotels the morning shift bellperson and the afternoon shift bellperson shall not be responsible for making up bulletin boards except for emergency adjustments. When no houseperson is on duty and a bellperson is required to place a cot in a room, he shall receive one dollar (\$1.00) for each cot so placed.
2. The primary duty of a bellperson is to room guests with luggage and check out guests with luggage.
3. Effective November 1, 1989, for tours booked after said date, in conjunction with tours as defined herein, bellpersons shall receive \$1.50 per piece of baggage as a service charge both in and out of the hotel. Effective November 1, 1990, in conjunction with tours as defined herein, bellpersons shall receive \$1.60 per piece of baggage as a service charge both in and out of the hotel. A tour is defined as a pre-arranged movement pursuant to a written agreement sold at least forty-eight (48) hours in advance of the arrival date or time where the provision for baggage or luggage handling is specified in the written agreement.
4. When a group arrives by bus at a hotel that is not a pre-

arranged tour as defined herein, a management representative in conjunction with the Bell Captain or Bellperson where appropriate, shall ascertain if the guests desire to have their baggage handled in the established manner for tours. If the group desires to be handled in the established manner for tours, the baggage handling rates provided in paragraph (3) above shall apply for arrival handling only and departure if the group so desires. If the group does not want to be handled in the established manner for tours, the Bellpersons will be notified that the guests will be handled in the same manner as individual check-ins.

(a) When a bellperson is required to wait for tour arrivals such waiting time shall be counted as time worked.

SECTION 2. ROOM CLEANERS

(a) Room cleaners shall not be required to perform houseperson's or janitor's duties.

(b) 1. Effective with the signing of this Agreement, a room cleaner or bed maker in Class "A" hotels (as set forth in Section 4 herein) shall not be required to clean more than 15 rooms during an eight (8) hour shift.

2. When a room cleaner asks to be excused from completing a room assigned, the hotel shall fairly and reasonably investigate his or her explanation before denying his or her request. Whenever such a failure is not excused, the room cleaner involved shall be furnished with a written statement of the hotel's reasons.

3. When a room cleaner is assigned to eight (8) or more checkouts per day, the daily room assignment shall be reduced by one (1) room. The hotel agrees to discuss with the Union, upon request, any concerns about room cleaners work load.

(c) Whenever a room cleaner in a Class "A" hotel is required to make up three (3) cots on the shift, one room shall be credited toward the daily room assignment. Room assignments shall be reduced by one room whenever a room cleaner makes up a VIP or "special attention" room. VIP or "special attention" room shall mean a standard of cleaning in excess of that standard normally required by the hotel in question.

(d) Sufficient linen shall be supplied to the room cleaner on the respective station. Proper equipment and cleaning materials shall be supplied to the room cleaner.

(e) Room cleaners shall not be required to transport bulk linen from

the laundry or main linen storage room to restock the respective floor stations, nor shall room cleaners be required to leave their floors for linen.

(f) Room cleaners, while cleaning rooms, may be required to remove room service trays from the guest room to the hall immediately outside the rooms.

(g) Room cleaners shall not be required to perform work which requires the standing upon chairs, stools, ladders, bathtubs, vanities, or any other items.

(h) When vacancies occur, the seniority of all employees in the classification of Room Cleaner shall apply for shifts and sections. This shall not apply to hotels where assignments are not based on sections.

(i) The current practice at individual hotels shall continue to be observed regarding employees working behind closed doors.

(j) When a room cleaner is required to train another room cleaner(s), the room cleaner required to do the training shall not be assigned any rooms to clean.

(k) Unsanitary rooms. When a room cleaner has an extremely dirty room, the room cleaner shall immediately notify a designated supervisor and the individual and the hotel shall attempt to reach a mutually acceptable resolution, such as the supplying of additional help, reduction of one room or other mutually acceptable solution.

(l) Room cleaners shall not be required or permitted to perform janitorial or maintenance duties including, but not limited to wall washing, cleaning venetian blinds, hanging curtains or draperies, window cleaning, cleaning public rest rooms or outside sweeping. Room cleaners may still be required to damp-dust venetian blinds.

(m) Parlor cleaners shall receive the same wage as room cleaners.

SECTION 3. NIGHT SHIFT

(a) A shift starting between the hours of 7:00 p.m. of one day and 5:00 a.m. of the following day shall be deemed to be a "night shift." The rate for night shift shall be one dollar seventy-five cents (\$1.75) in excess of what the wages would otherwise be, but this wage differential shall not apply to those classifications where the word "night" appears in the definition of the classification or where it is otherwise specifically provided.

(b) Employees working a major portion of their shift between the hours of 6:00 p.m. and midnight shall receive fifteen cents (15¢) per hour in addition to their regular rate of pay for each hour worked between the hours of 6:00 p.m. and midnight, with a maximum of ninety cents (90¢).

Employees receiving the "night shift" differential of one dollar seventy-five cents (\$1.75) as provided for in subsection (a) of this section shall not be entitled to the above provision.

SECTION 4. CLASSIFICATION OF HOTELS

Class "A" - Cathedral Hill, Donatello, Fairmont, Four Seasons Clift, Huntington, Grand Hyatt San Francisco, Hyatt Regency, Mark Hopkins, Le Meridien, Miyako, Quality Inn, Ramada Hotel-Fisherman's Wharf, San Francisco Hilton, Sheraton Palace, Sheraton At The Wharf, Sir Francis Drake, Stanford Court, Westin St. Francis.

Class "B" - Bedford, Californian, Canterbury, Chancellor, Handlery Union Square, Holiday Lodge, Kyoto Inn, Travelodge At The Wharf, Vagabond Motor Hotel, San Franciscan.

Class "C" - Beverly Plaza, Commodore, Hotel Union Square.

SECTION 5. MEALS

For Class "A" hotels with in-house staff food facilities Hotel Service Department employees shall be granted one (1) free meal for each eight (8) hour shift worked.

SECTION 6. INSPECTRESS

Inspectresses shall not make beds, except in the event of an emergency.

SECTION 7. TELEPHONE OPERATORS

(a) The primary duties of telephone operators shall be to answer and direct calls and to take messages.

(b) The Employer shall train all operators and provide clear instructions on proper and safe procedures to follow during any emergency.

(c) The Employer shall provide a well-ventilated, safe and comfortable work area for operators.

IN WITNESS THEREOF the parties hereto affix their signatures in full and complete agreement.

FOR THE HOTEL:

General Manager

FOR THE UNION:

Sherri Chiesa, President
Hotel Employees & Restaurant
Employees Union, Local 2

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APPENDIX "A"

Wage Rates

<u>CLASS "A" HOTELS</u>	<u>8/14/89</u>	<u>8/14/90</u>	<u>8/14/91</u>	<u>8/14/92</u>	<u>8/14/93</u>
Sous Chef (if employed)	\$119.29	\$122.09	\$124.89	\$127.69	\$130.49
Night Chef (if employed)	109.51	112.31	115.11	117.91	120.71
Banquet Chef (if employed)	109.51	112.31	115.11	117.91	120.71
Second Cook	109.62	112.42	115.22	118.02	120.82
Garde Manger/Station Cook	105.61	108.41	111.21	114.01	116.81
Butcher Station Cook	105.61	108.41	111.21	114.01	116.81
Roast Station Cook	105.61	108.41	111.21	114.01	116.81
Broiler Station Cook	105.61	108.41	111.21	114.01	116.81
Fry Station Cook	105.61	108.41	111.21	114.01	116.81
All Other Cooks, except as provided herein	98.16	100.96	103.76	106.56	109.36
Head Pantry (one to a hotel)	93.31	96.11	98.91	101.71	104.51
All Other Pantry	85.36	88.16	90.96	93.76	96.56
Help Kitchen Cooks	84.07	86.87	89.67	92.47	95.27
Pastry Chef	119.29	122.09	124.89	127.69	130.49
First Assistant to Pastry Chef	105.61	108.41	111.21	114.01	116.81
Head Baker	105.61	108.41	111.21	114.01	116.81
Baker	102.98	105.78	108.58	111.38	114.18
Assistant to Pastry	97.39	100.19	102.99	105.79	108.59
All Assistants to Baker except as provided herein	94.51	97.31	100.11	102.91	105.71
EXTRAS					
Extra Cook	98.16	100.96	103.76	106.56	109.36
Extra Pantry	85.36	88.16	90.96	93.76	96.56
QUALIFIED CLASS "A" HOTELS					
Second Cook	105.87	108.67	111.47	114.27	117.07
All Other Cooks, Butchers except Night Cooks	99.18	101.98	104.78	107.58	110.38
Night Cook	105.87	108.67	111.47	114.27	117.07
Assistant Cook	82.85	85.65	88.45	91.25	94.05
First Pantry	93.29	96.09	98.89	101.69	104.49
All Other Pantry	74.11	76.91	79.71	82.51	85.31
Chicken and Fish Butcher	86.02	88.82	91.62	94.42	97.22
*Assistant Cooks to be eliminated by attrition.					
Food Servers					
8 hours within 8	49.95	49.95	49.95	49.95	49.95
8 hours within 11	51.56	51.56	51.56	51.56	51.56
6 hours straight	39.96	39.96	39.96	39.96	39.96
6 hour shift within 9 hours	42.72	42.72	42.72	42.72	42.72
3 hour shift	27.10	27.10	27.10	27.10	27.10

CLASS "A" HOTELS	8/14/89	8/14/90	8/14/91	8/14/92	8/14/93
Food Servers (who act as their own Cashiers)					
8 hours within 8	51.95	51.95	51.95	51.95	51.95
8 hours within 11	53.56	53.56	53.56	53.56	53.56
6 hours straight	41.46	41.46	41.46	41.46	41.46
6 hour shift within 9 hours	44.22	44.22	44.22	44.22	44.22
3 hour shift	27.85	27.85	27.85	27.85	27.85
Bus Persons					
8 hours within 8	57.15	59.95	62.75	65.55	68.35
8 hours within 11	58.76	61.56	64.36	67.16	69.96
6 hours straight	45.36	47.46	49.56	51.66	53.76
6 hour shift within 9 hours	48.12	50.22	52.32	54.42	56.52
3 hour shift	29.80	30.85	31.90	32.95	34.00
Banquet Food Servers					
Breakfast, Lunch, Tea	27.59	27.59	27.59	27.59	27.59
Dinner	34.80	34.80	34.80	34.80	34.80
Supper	39.06	39.06	39.06	39.06	39.06
New Year's Eve Dinner					
Extra Food Server-7 hr shift	61.30	61.30	61.30	61.30	61.30
Regular Food Servers (in addition to the regular rate)	4.30	4.30	4.30	4.30	4.30
New Year's Eve Overtime Regular & Extra Food Servers	12.15	12.15	12.15	12.15	12.15
Bus Persons (in addition to regular rate)	5.20	5.55	5.90	6.25	6.60
Checkers					
8 hours within 8	77.26	80.06	82.86	85.66	88.46
8 hours within 11	77.47	80.27	83.07	85.87	88.67
2 meal shift	61.58	63.68	65.78	67.88	69.98
1 meal shift	38.86	40.26	41.66	43.06	44.46
Cashiers					
8 hours within 8	74.52	77.32	80.12	82.92	85.72
8 hours within 11	75.01	77.81	80.61	83.41	86.21
2 meal shift	58.11	60.21	62.31	64.41	66.51
1 meal shift	36.38	37.78	39.18	40.58	41.98
Fountain, Counter and Supply Men and Women					
8 hours within 8	73.27	76.07	78.87	81.67	84.47
8 hours within 11	73.28	76.08	78.88	81.68	84.48
2 meal shift	56.79	58.89	60.99	63.09	65.19
1 meal shift	34.58	35.98	37.38	38.78	40.18
Food & Beverage Order Taker Room Service					
8 hours within 8	71.61	74.41	77.21	80.01	82.81

CLASS "A" HOTELS	8/14/89	8/14/90	8/14/91	8/14/92	8/14/93
Service Fountain Men and Women					
8 hours within 8	75.40	78.20	81.00	83.80	86.60
8 hours within 11	75.56	78.36	81.16	83.96	86.76
6 hours straight	58.79	60.89	62.99	65.09	67.19
Carvers, Salad or Sandwich Men and Women					
(when they directly serve the public)					
8 hours within 8	77.46	80.26	83.06	85.86	88.66
8 hours within 11	77.93	80.73	83.53	86.33	89.13
2 meal shift	62.98	65.08	67.18	69.28	71.38
1 meal shift	36.44	37.84	39.24	40.64	42.04
Combination Cashier and Food Checker					
8 hours within 8	84.36	87.16	89.96	92.76	95.56
8 hours within 11	84.22	87.02	89.82	92.62	95.42
4 hours or less straight	49.01	50.41	51.81	53.21	54.61
Head Waiters, Head Waitresses, Captains or Hostesses, in charge of individual Rooms or Room Service					
8 hours within 8	92.67	95.47	98.27	101.07	103.87
8 hours within 11	93.67	96.47	99.27	102.07	104.87
Hostesses					
8 hours within 8	85.77	88.57	91.37	94.17	96.97
8 hours within 11	86.51	89.31	92.11	94.91	97.71
6 hours	68.04	70.14	72.24	74.34	76.44
Scrub Captain					
Breakfast, Lunch, Tea	35.65	36.70	37.75	38.80	39.85
Dinner	45.55	46.95	48.35	49.75	51.15
Supper	49.81	51.21	52.61	54.01	55.41
Captains					
8 hours within 8	82.49	85.29	88.09	90.89	93.69
8 hours within 11	83.17	85.97	88.77	91.57	94.37
Service Bartender	108.49	111.29	114.09	116.89	119.69
Service Bar Attendant	74.19	76.99	79.79	82.59	85.39
Bartenders					
8 hours within 8	103.63	106.43	109.23	112.03	114.83
4 hours or less	69.29	70.69	72.09	73.49	74.89
Banquet Bartender	73.49	74.89	76.29	77.69	79.09
Bar Attendant	73.27	76.07	78.87	81.67	84.47
Banquet Bar Attendant(4 hr)	39.22	40.62	42.02	43.42	44.82
Head Bartender	108.59	111.39	114.19	116.99	119.79
New Year's Eve All Bartenders					
7 hour shift or less	146.96	149.41	151.86	154.31	156.76
Overtime Rate	15.17	15.52	15.87	16.22	16.57

CLASS "A" HOTELS	8/14/89	8/14/90	8/14/91	8/14/92	8/14/93
Head Dishwasher, Kitchen Steward					
Full Shift	75.69	78.49	81.29	84.09	86.89
Half Shift	39.00	40.40	41.80	43.20	44.60
Vegetable Person, Dishwasher, Potwasher, Porter, Silver Polisher, Glass Washer					
Full Shift	70.81	73.61	76.41	79.21	82.01
Half Shift	37.64	39.04	40.44	41.84	43.24
Ice Distributor					
Full Shift	71.29	74.09	76.89	79.69	82.49
Half Shift	36.80	38.20	39.60	41.00	42.40
Night Porter					
Full Shift	76.96	79.76	82.56	85.36	88.16
Half Shift	39.64	41.04	42.44	43.84	45.24
Toast Pantry or Coffee Pantry					
Full Shift	69.71	72.51	75.31	78.11	80.91
Half Shift	36.02	37.42	38.82	40.22	41.62
Garbage Worker					
Full Shift	73.91	76.71	79.51	82.31	85.11
Half Shift	38.11	39.51	40.91	42.31	43.71
Night Garbage Worker					
Full Shift	76.96	79.76	82.56	85.36	88.16
Half Shift	39.64	41.04	42.44	43.84	45.24
Timekeeper	77.08	79.88	82.68	85.48	88.28
Telephone and Service Center Operators					
	74.97	77.77	80.57	83.37	86.17
Chief Linen Room	69.15	71.95	74.75	77.55	80.35
Inspector/Inspectress & Working Housekeeper					
	73.74	76.54	79.34	82.14	84.94
Sewers and Menders	68.95	71.75	74.55	77.35	80.15
Drapery Sewers	72.32	75.12	77.92	80.72	83.52
Room Cleaners					
Half Shift (Extra or Night Shift Penalty shall not apply to Room Cleaner)	71.53 37.21	74.33 38.61	77.13 40.01	79.93 41.41	82.73 42.81
Bathroom Cleaners	65.79	68.59	71.39	74.19	76.99
Storekeepers	78.94	81.74	84.54	87.34	90.14

CLASS "A" HOTELS	8/14/89	8/14/90	8/14/91	8/14/92	8/14/93
Combination Bell/Elevator	59.75	62.55	65.35	68.15	70.95
Linen Room Person	68.68	71.48	74.28	77.08	79.88
Parlor Cleaner	71.08	73.88	76.68	79.48	82.28
Combination Room Cleaner and Parlor Cleaner	71.08	73.88	76.68	79.48	82.28
Bell Captain	51.73	52.53	53.33	54.53	55.73
Bell Person	42.37	43.17	43.97	45.17	46.37
Page Person	49.57	52.37	55.17	57.97	60.77
Combo Package/Page Person	59.81	62.61	65.41	68.21	71.01
Check Room Persons and Package Persons	61.15	63.95	66.75	69.55	72.35

CLASS "B" & "C"					
HOTELS	8/14/89	8/14/90	8/14/91	8/14/92	8/14/93
All Other Cooks, Bakers, Pastry, Butchers, Etc	83.33	85.73	88.13	90.53	92.93
Pantry and Oyster	76.65	79.05	81.45	83.85	86.25
Helpers	71.21	73.61	76.01	78.41	80.81
Extras					
Extra Cook	85.94	85.94	88.13	90.53	92.93
Extra Pantry	77.57	79.05	81.45	83.85	86.25
Food Servers					
8 hours within 8	49.04	50.24	51.44	52.64	53.84
8 hours within 11	50.57	51.77	52.97	54.17	55.37
6 hours straight	39.17	40.07	40.97	41.87	42.77
6 hours within 9 hours	41.78	42.68	43.58	44.48	45.38
3 hour shift	26.35	26.80	27.25	27.70	28.15
Bus Persons					
8 hours within 8	53.44	55.84	58.24	60.64	63.04
8 hours within 11	54.97	57.37	59.77	62.17	64.57
6 hours straight	42.47	44.27	46.07	47.87	49.67
6 hours within 9 hours	45.08	46.88	48.68	50.48	52.28
3 hour shift	28.00	28.90	29.80	30.70	31.60
Banquet Food Servers					
Breakfast, Lunch, Tea	26.83	27.28	27.73	28.18	28.63
Dinner	33.89	34.49	35.09	35.69	36.29
Supper	37.97	38.57	39.17	39.77	40.37
New Year's Eve Dinner					
Extra Food Server-7 hour sft	59.70	60.75	61.80	62.85	63.90
Regular Food Servers (in addition to the regular rate)	4.27	4.42	4.57	4.72	4.87
New Year's Eve Overtime-Regular and Extra Food Servers	11.76	11.91	12.06	12.21	12.36
Bus Persons (in addition to regular rate)	4.82	5.12	5.42	5.72	6.02
Checkers					
8 hours within 8	72.63	75.03	77.43	79.83	82.23
8 hours within 11	72.84	75.24	77.64	80.04	82.44
2 meal shift	57.95	59.75	61.55	63.35	65.15
1 meal shift	36.55	37.75	38.95	40.15	41.35
Cashiers					
8 hours within 8	70.10	72.50	74.90	77.30	79.70
8 hours within 11	70.60	73.00	75.40	77.80	80.20
2 meal shift	54.71	56.51	58.31	60.11	61.91
1 meal shift	34.21	35.41	36.61	37.81	39.01

CLASS "B" & "C"

HOTELS	8/14/89	8/14/90	8/14/91	8/14/92	8/14/93
Fountain, Counter & Supply Persons					
8 hours within 8	68.81	71.21	73.61	76.01	78.41
8 hours within 11	68.82	71.22	73.62	76.02	78.42
2 meal shift	53.47	55.27	57.07	58.87	60.67
1 meal shift	32.45	33.65	34.85	36.05	37.25
Food and Beverage Order Taker - Room Service					
8 hours within 8	67.33	69.73	72.13	74.53	76.93
Service Fountain Persons					
8 hours within 8	70.86	73.26	75.66	78.06	80.46
8 hours within 11	71.00	73.40	75.80	78.20	80.60
6 hours straight	55.29	57.09	58.89	60.69	62.49
Carvers, Salad or Sandwich Persons (when they directly serve the public)					
8 hours within 8	72.83	75.23	77.63	80.03	82.43
8 hours within 11	73.27	75.67	78.07	80.47	82.87
2 meal shift	57.28	59.08	60.88	62.68	64.48
1 meal shift	34.22	35.42	36.62	37.82	39.02
Combination Cashier & Food Checker					
8 hours within 8	79.41	81.81	84.21	86.61	89.01
8 hours within 11	79.28	81.68	84.08	86.48	88.88
4 hours or less straight	46.24	47.44	48.64	49.84	51.04
Head Waiters, Head Waitresses, Captains or Hostesses, in charge of Individual Rooms or Room Service					
8 hours within 8	88.31	90.71	93.11	95.51	97.91
8 hours within 11	87.35	89.75	92.15	94.55	96.95
Hostesses - Class "B"					
8 hours within 8	79.57	81.97	84.37	86.77	89.17
8 hours within 11	79.36	81.76	84.16	86.56	88.96
2 meal shift	63.87	65.67	67.47	69.27	71.07
Scrub Captain					
Breakfast, Lunch, Tea	33.65	34.55	35.45	36.35	37.25
Dinner	42.99	44.19	45.39	46.59	47.79
Supper	47.06	48.26	49.46	50.66	51.86
Head Waiters or Head Waitresses					
8 hours within 8	85.01	87.41	89.81	92.21	94.61
8 hours within 11	84.27	86.67	89.07	91.47	93.87
Captain					
8 hours within 8	76.48	78.88	81.28	83.68	86.08
8 hours within 11	76.26	78.66	81.06	83.46	85.86
2 meal shift	61.37	63.17	64.97	66.77	68.57
Service Bartender	102.45	104.85	107.25	109.65	112.05
Service Bar Attendant	69.69	72.09	74.49	76.89	79.29

CLASS "B" & "C"

HOTELS	8/14/89	8/14/90	8/14/91	8/14/92	8/14/93
Bartenders					
8 hours within 8	97.81	100.21	102.61	105.01	107.41
4 hours or less	65.57	66.77	67.97	69.17	70.37
Banquet Bartender	69.58	70.78	71.98	73.18	74.38
Bar Attendant	68.81	71.21	73.61	76.01	78.41
Banquet Bar Attendant	36.89	38.09	39.29	40.49	41.69
Head Bartender	102.55	104.95	107.35	109.75	112.15
New Year's Eve - All Bartenders (7 hour shift or less)	138.71	140.81	142.91	145.01	147.11
Overtime Rate	14.34	14.64	14.94	15.24	15.54
Head Dishwasher, Kitchen Steward					
Full Shift	71.14	73.54	75.94	78.34	80.74
Half Shift	36.71	37.91	39.11	40.31	41.51
Vegetable Person, Dishwasher, Porter, Silver Polisher, Glass Washer					
Full Shift	66.24	68.64	71.04	73.44	75.84
Half Shift	35.23	36.43	37.63	38.83	40.03
Pot Washer					
Full Shift	64.44	66.84	69.24	71.64	74.04
Half Shift	33.36	34.56	35.76	36.96	38.16
Ice Distributor					
Full Shift	66.94	69.34	71.74	74.14	76.54
Half Shift	34.61	35.81	37.01	38.21	39.41
Night Porter					
Full Shift	72.37	74.77	77.17	79.57	81.97
Half Shift	37.32	38.52	39.72	40.92	42.12
Toast Pantry or Coffee Pantry					
Full Shift	65.43	67.83	70.23	72.63	75.03
Half Shift	33.86	35.06	36.26	37.46	38.66
Garbage Worker					
Full Shift	69.43	71.83	74.23	76.63	79.03
Half Shift	35.85	37.05	38.25	39.45	40.65
Night Garbage Worker					
Full Shift	72.37	74.77	77.17	79.57	81.97
Half Shift	37.32	38.52	39.72	40.92	42.12
Timekeeper	72.46	74.86	77.26	79.66	82.06

CLASS "B" & "C"

HOTELS	8/14/89	8/14/90	8/14/91	8/14/92	8/14/93
Telephone & Service Center Operators					
8 hours within 8	70.94	73.34	75.74	78.14	80.54
4 hour shift	37.10	38.30	39.50	40.70	41.90
Chief Linen Room	64.89	67.29	69.69	72.09	74.49
Inspector/Inspectress & Working Housekeeper	69.77	72.17	74.57	76.97	79.37
Sewers and Menders	64.72	67.12	69.52	71.92	74.32
Drapery Sewers	67.93	70.33	72.73	75.13	77.53
Room Cleaners	66.94	69.34	71.74	74.14	76.54
Bathroom Cleaners	61.69	64.09	66.49	68.89	71.29
Storekeepers	74.24	76.64	79.04	81.44	83.84
Combination Bell-Elevator					
Class "B" Hotel	57.26	59.66	62.06	64.46	66.86
Class "C" Hotel	57.51	59.91	62.31	64.71	67.11
Linen Room Person	64.44	66.84	69.24	71.64	74.04
Parlor Cleaner	66.51	68.91	71.31	73.71	76.11
Combination Room Cleaner and Parlor Cleaner	66.51	68.91	71.31	73.71	76.11
Room Cleaner - 4 hrs or less (Extra or Night Shift Penalty shall not apply to Room Cleaners working fours hours or less)	34.84	36.04	37.24	38.44	39.64
Bell Captains	49.54	50.34	51.14	52.34	53.54
Bell Persons	40.59	41.39	42.19	43.39	44.59
Page Persons	42.59	44.99	47.39	49.79	52.19
Combination Package/Page Persons	55.97	58.37	60.77	63.17	65.57
Check Room Persons and Package Persons	57.26	59.66	62.06	64.46	66.86

CANTERBURY HOTEL

Classification	8/14/89	8/14/90	8/14/91	8/14/92	8/14/93
(For those hired prior to 11/6/89)					
Second Cook	105.47	107.87	110.27	112.67	115.07
All Other Cooks, Butchers except Night Cooks	98.78	101.18	103.58	105.98	108.38
Night Cook	105.47	107.87	110.27	112.67	115.07
Assistant Cook	82.45	84.85	87.25	89.65	92.05
First Pantry	92.89	95.29	97.69	100.09	102.49
All Other Pantry	73.71	76.11	78.51	80.91	83.31
Chicken and Fish Butcher	85.62	88.02	90.42	92.82	95.22

* Assistant Cooks to be eliminated by attrition.

(For those hired after 11/6/89)

All Other Cooks, Bakers, Pastry, Butchers, Etc	83.33	85.73	88.13	90.53	92.93
Pantry and Oyster	76.65	79.05	81.45	83.85	86.25
Helpers	71.21	73.61	76.01	78.41	80.81
<u>Extras</u>					
Extra Cook	85.94	85.94	88.13	90.53	92.93
Extra Pantry	77.57	79.05	81.45	83.85	86.25

HOLIDAY LODGE

Classification	8/14/89	8/14/90	8/14/91	8/14/92	8/14/93
Bell Captains	50.74	51.94	53.14	54.34	55.54
Bell Persons	41.79	42.99	44.19	45.39	46.59

QUALITY INN

Classification	8/14/89	8/14/90	8/14/91	8/14/92	8/14/93
Timekeeper	76.68	79.08	81.48	83.88	86.28
Telephone and Service Center Operators	74.57	76.97	79.37	81.77	84.17
Chief Linen Room	68.75	71.15	73.55	75.95	78.35
Inspector/Inspectress & Working Housekeeper	73.34	75.74	78.14	80.54	82.94
Sewers and Menders	68.55	70.95	73.35	75.75	78.15
Drapery Sewers	71.92	74.32	76.72	79.12	81.52
Room Cleaners	71.13	73.53	75.93	78.33	80.73
Half Shift (Extra or Night Shift Penalty shall not apply to Room Cleaner)	37.01	38.21	39.41	40.61	41.81
Bathroom Cleaners	65.39	67.79	70.19	72.59	74.99
Storekeepers	78.54	80.94	83.34	85.74	88.14
Combination Bell/Elevator	59.35	61.75	64.15	66.55	68.95
Linen Room Person	68.28	70.68	73.08	75.48	77.88
Parlor Cleaner	70.68	73.08	75.48	77.88	80.28
Combination Room Cleaner and Parlor Cleaner	70.68	73.08	75.48	77.88	80.28
Bell Captain	51.73	52.53	53.33	54.53	55.73
Bell Person	42.37	43.17	43.97	45.17	46.37

Page Person	49.17	51.57	53.97	56.37	58.77
Combination Package/Page Person	59.41	61.81	64.21	66.61	69.01
Check Room Persons and Package Persons	60.75	63.15	65.55	67.95	70.35

TRAVELODGE AT THE WHARF

Classification	8/14/89	8/14/90	8/14/91	8/14/92	8/14/93
Second Cook	105.47	107.87	110.27	112.67	115.07
All Other Cooks, Butchers except Night Cooks	98.78	101.18	103.58	105.98	108.38
Night Cook	105.47	107.87	110.27	112.67	115.07
Assistant Cook	82.45	84.85	87.25	89.65	92.05
First Pantry	92.89	95.29	97.69	100.09	102.49
All Other Pantry	73.71	76.11	78.51	80.91	83.31
Chicken and Fish Butcher	85.62	88.02	90.42	92.82	95.22

*Assistant Cooks to be eliminated by attrition.

Bus Persons

8 hours within 8	56.75	59.15	61.55	63.95	66.35
8 hours within 11	58.36	60.76	63.16	65.56	67.96
6 hours straight	45.06	46.86	48.66	50.46	52.26
6 hour shift within 9 hours	47.82	49.62	51.42	53.22	55.02
3 hour shift	29.65	30.50	31.45	32.35	33.25

Banquet Food Servers

Breakfast, Lunch, Tea	27.59	27.59	27.59	27.59	27.59
Dinner	34.80	34.80	34.80	34.80	34.80
Supper	39.06	39.06	39.06	39.06	39.06

Checkers

8 hours within 8	76.86	79.26	81.66	84.06	86.46
8 hours within 11	77.07	79.47	81.87	84.27	86.67
2 meal shift	61.28	63.08	64.88	66.68	68.48
1 meal shift	38.66	39.86	41.06	42.26	43.46

Cashiers

8 hours within 8	74.12	76.52	78.92	81.32	83.72
8 hours within 11	74.61	77.01	79.41	81.81	84.21
2 meal shift	57.81	58.71	59.61	60.51	61.41
1 meal shift	36.18	37.38	38.58	39.78	40.98

Fountain, Counter and

Supply Men and Women

8 hours within 8	72.87	75.27	77.67	80.07	82.47
8 hours within 11	72.88	75.28	77.68	80.08	82.48
2 meal shift	56.49	58.29	60.09	61.89	63.69
1 meal shift	34.38	35.58	36.78	37.98	39.18

Food & Beverage Order

Taker Room Service

8 hours within 8	71.21	73.61	76.01	78.41	80.81
------------------	-------	-------	-------	-------	-------

Service Fountain Men and Women

8 hours within 8	75.00	77.40	79.80	82.20	84.60
8 hours within 11	75.16	77.56	79.96	82.36	84.76
6 hours straight	58.48	60.29	62.09	63.89	65.69

<u>Classification</u>	<u>8/14/89</u>	<u>8/14/90</u>	<u>8/14/91</u>	<u>8/14/92</u>	<u>8/14/93</u>
<u>Carvers, Salad or Sandwich Men and Women</u> (when they directly serve the public)					
8 hours within 8	77.06	79.46	81.86	84.26	86.66
8 hours within 11	77.53	79.93	82.33	84.73	87.13
2 meal shift	62.68	64.48	66.28	68.08	69.88
1 meal shift	36.24	37.44	38.64	39.84	41.04
<u>Combination Cashier and Food Checker</u>					
8 hours within 8	83.96	86.36	88.76	91.16	93.56
8 hours within 11	83.82	86.22	88.62	91.02	93.42
4 hours or less straight	48.81	50.01	51.21	52.41	53.61
<u>Head Waiters, Head Waitresses, Captains or Hostesses, in charge of individual Rooms or Room Service</u>					
8 hours within 8	92.27	94.67	97.07	99.47	101.87
8 hours within 11	93.27	95.67	98.07	100.47	102.87
<u>Hostesses</u>					
8 hours within 8	85.37	87.77	90.17	92.57	94.97
8 hours within 11	86.11	88.51	90.91	93.31	95.71
6 hours	67.74	69.54	71.34	73.14	74.94
<u>Scrub Captain</u>					
Breakfast, Lunch, Tea	35.50	36.40	37.30	38.20	39.10
Dinner	45.35	46.55	47.75	48.95	50.15
Supper	49.61	50.81	52.01	53.21	54.41
<u>Captains</u>					
8 hours within 8	82.09	84.49	86.89	89.29	91.69
8 hours within 11	82.77	85.17	87.57	89.97	92.37
<u>Service Bartender</u>					
108.09	110.49	112.89	115.29	117.69	
<u>Service Bar Attendant</u>					
73.79	76.19	78.59	80.99	83.39	
<u>Bartenders</u>					
8 hours within 8	103.23	105.63	108.03	110.43	112.83
4 hours or less	69.09	70.29	71.49	72.69	73.89
Banquet Bartender	73.29	74.49	75.69	76.89	78.09
Bar Attendant	72.87	75.27	77.67	80.07	82.47
Banquet Bar Attendant (4 hrs)	39.02	40.22	41.42	42.62	43.82
Head Bartender	108.19	110.59	112.99	115.39	117.79
<u>New Year's Eve All Bartenders</u>					
7 hour shift or less	146.61	148.71	150.81	152.91	155.01
Overtime Rate	15.12	15.42	15.72	16.02	16.32
Bell Captains	50.34	51.14	51.94	53.14	54.34
Bell Persons	41.39	42.19	42.99	44.19	45.39
Page Persons	42.59	44.99	47.39	49.79	52.19
<u>Combination Package/Page Persons</u>					
55.97	58.37	60.77	63.17	65.57	
<u>Check Room Persons and Package Persons</u>					
57.26	59.66	62.06	64.46	66.86	

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APPENDIX "C"

HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES UNION LOCAL 2

Payroll Deduction Authorization

DATE _____

I, the undersigned, a member of _____, hereby request and voluntarily authorize the Employer to deduct from any wages or compensation due me, the regular monthly Union dues, initiation fee and/or assessments uniformly applicable to the members in accordance with the Constitution and By-Laws of the Union.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice to both the Employer and the Union by registered mail during a period of fifteen (15) days immediately succeeding any yearly period subsequent to the date of this authorization or subsequent to the date of termination, of the applicable contract between the Employer and the Union, whichever occurs sooner, and shall be automatically renewed as an irrevocable check-off from year to year unless revoked as herein provided.

Signed _____

Social Security Number _____

APPENDIX "D"

SPECIALTY RESTAURANTS

Victors	Westin St. Francis Hotel
Hugos	Hyatt Regency San Francisco
Hugos-One Up	Grand Hyatt San Francisco
Squire Room	Fairmont Hotel
Tonga Room	Fairmont Hotel
Venetian Room	Fairmont Hotel
Nob Hill Room	Mark Hopkins Hotel
Fournou's Oven	Stanford Court Hotel
French Room	Four Seasons Clift Hotel
Big Four	Huntington Hotel
City Scape	San Francisco Hilton Hotel
Crusty's	Sir Francis Drake Hotel
Lehr's Greenhouse Restaurant	Canterbury Hotel
Pierre's	Le Meridien Hotel
Hilltop Room	Cathedral Hill Hotel

APPENDIX "E"

SUPPLEMENTAL VACATION BENEFIT PLAN

Pursuant to Section II-B-3 of the Agreement of October 17, 1962, the parties have agreed upon a plan of other supplemental benefits within the meaning of said section which shall be payable from the supplemental benefit fund (hereinafter called the Fund) established and maintained pursuant to Section 12.1 (k) of this Agreement. This said plan of other supplemental benefits hereinafter set forth is intended to supplement the vacation benefits provided by the collective bargaining agreements between the parties and, except as specifically provided herein, this said plan of benefits shall not affect or vary the terms of said collective bargaining agreements with respect to vacations.

1. For the purpose of this plan of supplemental vacation benefits, "Employer" shall mean an Employer party to a collective bargaining agreement with the Union from whom contributions are due the Fund on behalf of the employees covered by said collective bargaining agreement. "Employee" shall mean an employee of the Employer entitled to receive a vacation under said collective bargaining agreement.

"Industry" shall mean all hotels, motels, restaurants, clubs and other establishments providing food, beverages and/or lodging to the public which are covered by collective bargaining agreements with the Unions requiring the contributions to the Fund herein provided.

2. Once an employee has established eligibility for three (3) weeks' or four (4) weeks' vacation under a collective bargaining agreement between an Employer and the Unions, said employee, upon changing jobs in the industry, shall be entitled to receive from the Fund, after one year of service with any new Employer, two (2) weeks' vacation pay.
3. Upon the establishment of eligibility for the supplemental vacation benefit from the Fund as provided in Paragraph 2 hereof, said employee shall thereafter remain entitled to such vacation benefit from the Fund after each year of service with any Employer in the industry.

4. Payments hereunder shall be subject to such deductions as may be required by law.

RULES FOR VACATION FUND PAYMENTS ON PURCHASE OF EXISTING BUSINESS

- I. On the sale of a business in the industry covered by a Collective Bargaining Agreement between an Employer and the Unions where an employee has 8 or 15 years, as the case may be, seniority with that same Employer, the selling Employer shall pay all pro-rated vacation pay, whether for 1, 2, 3, or 4 weeks pro-rated vacation pay, as the case may be, to the Industry Vacation Plan.
- II. All employees continuing with the buying Employer shall maintain their same existing employment anniversary date.
 - A. A continuing employee entitled to a 1 or 2 week vacation on the sale date shall concurrently receive at the time of eligibility for the next vacation period following such sale vacation pay as follows:
 1. From the Vacation Fund the amount previously paid to the Fund by the selling Employer; and
 2. From the buying Employer the remaining pro-rated portion of the one or two weeks' vacation pay.
 - B. Thereafter any continuing employee entitled to either a one or two week vacation from the buying Employer shall receive vacation pay directly from the Employer.
 - C. A continuing employee entitled to a 3 or 4 week vacation on the sale date shall concurrently receive at the time of eligibility for the next vacation period following such sale vacation pay as follows:
 1. From the Vacation Fund the pro-rated amount previously paid to the Fund by the selling Employer for the first and second weeks of vacation pay and, as the case may be, the third, or third and fourth weeks of vacation pay; and

2. From the buying Employer the remaining pro-rated portion of the first two weeks of vacation pay.
 - D. Thereafter any continuing employee entitled to either a 3 or 4 week vacation from the buying Employer shall receive the first two weeks of vacation pay directly from the Employer and either the third, or the third and fourth weeks of vacation pay from the Fund.
- III. There shall be a 30-day shape-up period commencing from the takeover by the buying Employer during which all employees may be evaluated by the buying Employer and during this period the Unions will permit discharge of employees who are not able to shape up. This does not apply to employees where the employee feels and is found to be discharged because of Union activities.
 - IV. All employees who do not remain with the buying Employer and change employment within the Industry for any reason must work at the new location within the Industry for one year to become eligible to receive the third, or the third and fourth weeks vacation pay from the Vacation Fund.

Such employee at the new job location within the Industry shall work one year with the new Employer to be eligible for one week vacation from the Employer and two years with the Employer to be eligible for two weeks vacation pay from the Employer.

- V. No employee shall receive vacation pay from the Vacation Fund without taking actual full vacation time off from the job.
- VI. Where a continuing employee remains with the buying Employer during any part of the 30-day shape-up period or thereafter, the buying Employer shall be responsible to see that all pro-rated vacation pay of the selling Employer is paid to the Vacation Fund for such employee, and in the event it is not so paid the buying Employer shall pay the full vacation pay or any pro-rata vacation pay when due directly to the employee.

Where the pro-rata vacation pay is not paid to the Fund the Fund shall pay only such amount it would have paid if said pro-rata vacation pay was paid to the Fund.

This provision shall not apply where an employee does not enter the employ of the buying Employer.

APPENDIX "F" **Tip Distribution Sheet**

Party _____ Check No. _____ Room _____ Date _____
 Amount of check \$ _____ Amount of Tip \$ _____
 as per agreement _____ Less 25% _____
 The amount to be forwarded to Local No. 2-
 75% of above.....\$ _____
 Total waiters ordered _____ Total number of buspersons _____
 Total number of waiters _____ Total served _____
 Breakfast ☐ Lunch ☐ Dinner ☐ Reception ☐
 Other _____

No.	EMPLOYEE NAME	GROSS AMOUNT	EMPLOYEE'S SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
	Totals		

APPENDIX "G"

List of Arbitrators

Party _____
 Arbitrator's Name _____
 as per agreement _____
 The amount to be forwarded to Local No. 2 _____
 Total number of agents _____
 Total number of members _____
 Total number of members _____
 Reception ☐ District ☐

No.	EMPLOYEE NAME	GROSS AMOUNT	EMPLOYEE'S SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
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APPENDIX "H"

Side Letter

The Hotels and the Union agree as follows:

(a) The Class "A" Hotels shall appoint one (1) additional management trustee for the trust fund.

(b) Liquidated damages: allow two (2) separate delinquent monthly contributions during the term of this Agreement without penalty, if in accordance with applicable law.

(c) With the agreement of the Union, the Employer may institute a ten-hour per day, four-day work week schedule during the term of this Agreement on the following terms and conditions:

A Letter of Agreement between the Employer and the Union shall be written prior to the implementation of the four (4) day work week for the purpose of establishing such a work week defining the necessary revisions pertaining to overtime, holidays, shift differential, vacations, etc.

The Employer may discontinue the above schedule at any time with no less than thirty (30) days written notice, or such time as may be required to revert to an eight (8) hour day, forty (40) hour week and that such notice shall abandon all new language and provisions of the Letter of Agreement pertaining to the revised work schedule.

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Notes

The Hotel and the Union agree as follows:

- (a) The Hotel "A" Hotel shall appoint one (1) additional management member for the year 1961.
- (b) Liquidated damages shall allow two (2) separate delinquency payments during the term of this Agreement without penalty, in accordance with applicable law.
- (c) With the agreement of the Union, the Employer may institute a ten-hour per day, four-day work schedule during the term of this Agreement on the following terms and conditions:

A Letter of Agreement between the Employer and the Union shall be written prior to the implementation of the four (4) day work week for the purpose of establishing such a work week defining the necessary revisions pertaining to overtime, holidays, shift differential, vacations, etc.

The Employer may discontinue the above schedule at any time with no less than thirty (30) days written notice. At such time as may be required to revert to an eight (8) hour day, forty (40) hour week and that each contract shall contain all new language and provisions of the Letter of Agreement pertaining to the revised work schedule.

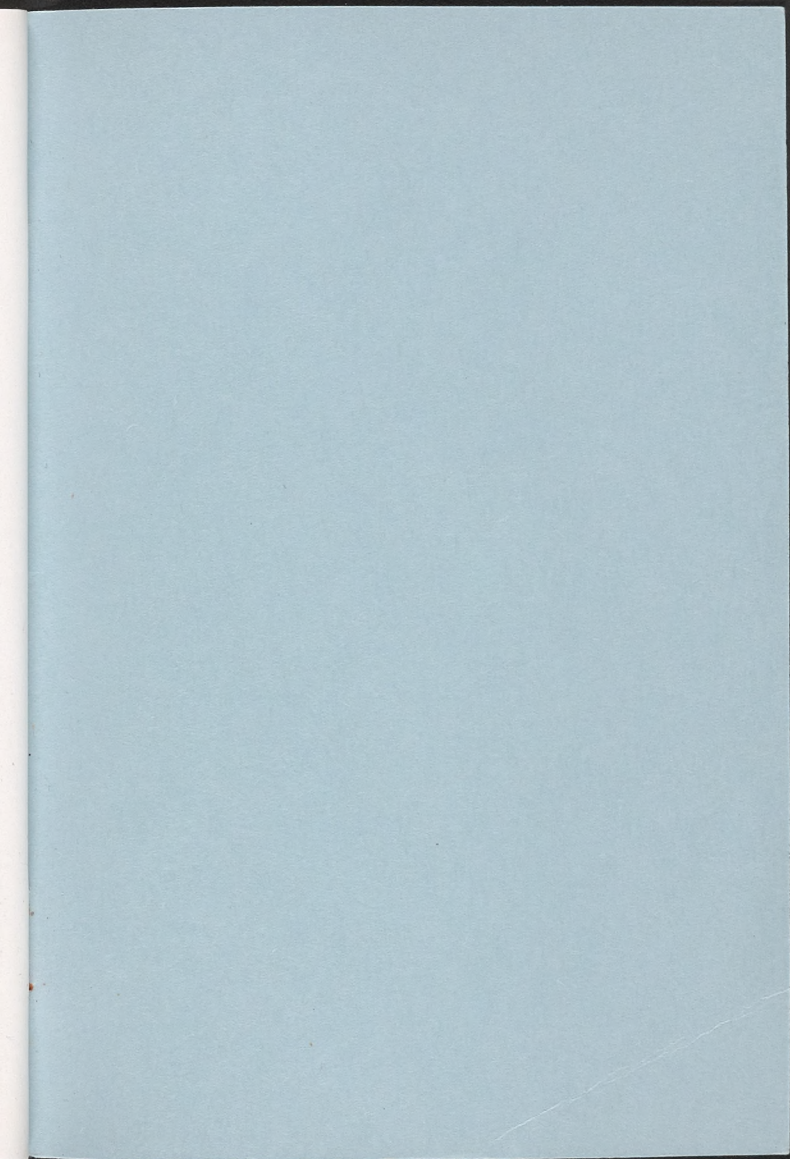
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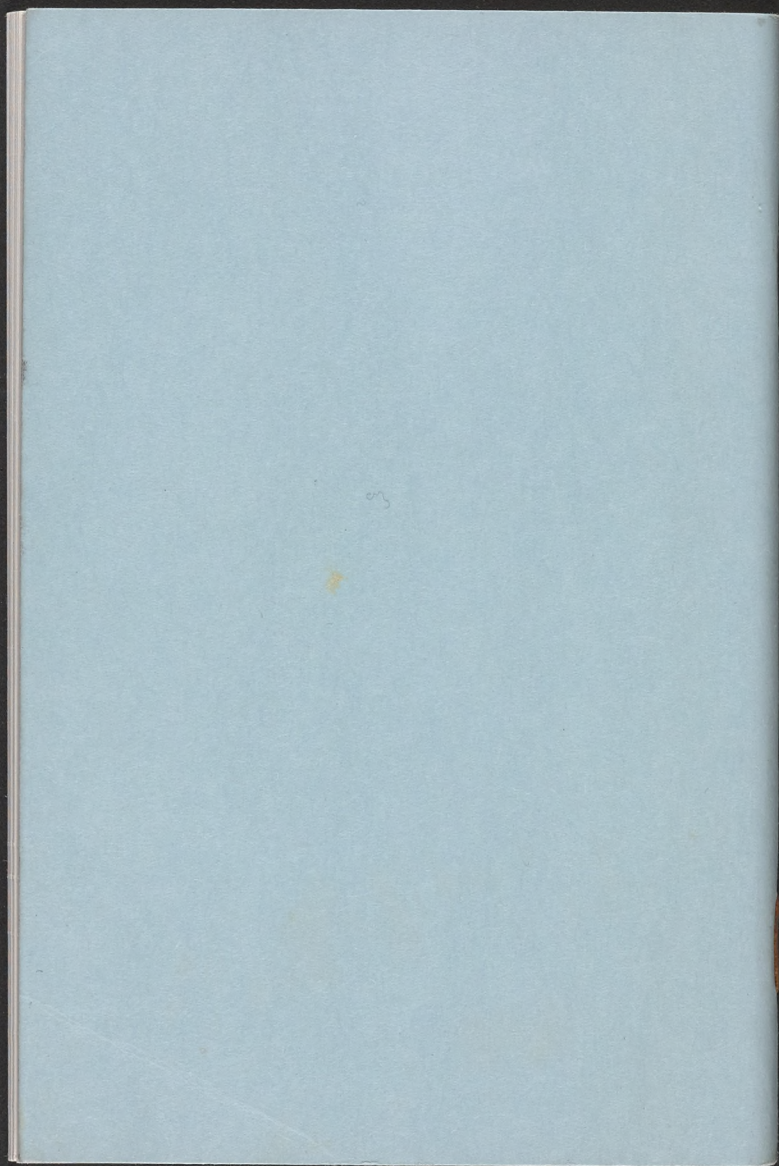
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Notes

Notes

Notes





THE HOTELS

and

**HOTEL EMPLOYEES AND
RESTAURANT EMPLOYEES UNION
LOCAL #2**

affiliated with the
**HOTEL EMPLOYEES AND
RESTAURANT EMPLOYEES
INTERNATIONAL UNION AFL-CIO**

August 14, 1986—August 14, 1989



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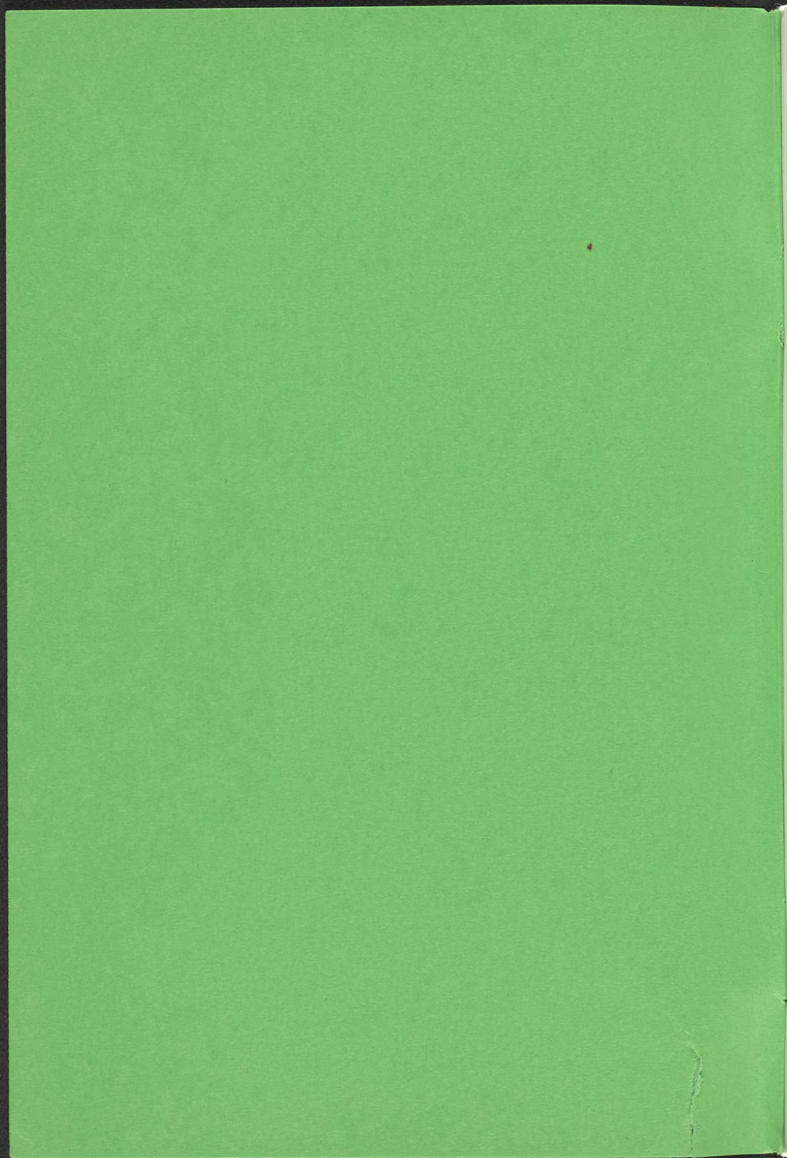


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EXHIBIT A

AGREEMENT

THIS AGREEMENT, entered into this *seventeenth day of February, 1987*, between the HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES UNION LOCAL 2, affiliated with the HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES INTERNATIONAL UNION AFL-CIO, hereinafter referred to as the Union, and the _____ Hotel, hereinafter referred to as the Employer:

SECTION 1. RECOGNITION

The Employer recognizes the Union as the sole representative for collective bargaining purposes of all its employees falling within the jurisdiction of said Union, excepting and excluding employees referred to in Section 2 hereof.

SECTION 2. EXEMPTIONS

The exemptions from coverage under the collective bargaining agreement are subject to adjudication of by the National Labor Relations Board in case 20-UC-232. Nothing in our proposal under Section 2 or anywhere else in the agreement shall require the inclusion of persons or positions determined to be supervisory or managerial in case 20-UC-232.

Chefs (One per hotel);

Front Office Clerks;

Inside Office help such as Bookkeepers, Stenographers and the employees of the Auditing Department (except Dining Room Cashiers, Food Checkers and Beverage Checkers);

Assistant Managers (The designation of the title Assistant Manager shall not be used to circumvent the spirit and intent of this agreement);

Bona fide Room Managers hired after July 1, 1975:

Superintendents of Service (in charge of uniformed personnel in the Hotel Service and Housekeeping departments, who do not perform manual duties, except in emergencies);

Head Housekeeper;

Three Assistant Housekeepers (who have the right to hire and fire.);

Head Checker;

Chief Telephone Operators (who have the right to hire and fire, and who have supervision over two (2) or more operators);

Supervising Stewards/Stewardesses (who do not regularly perform manual duties of employees under the jurisdiction of the Union);

Food Controller;

Purchasing Agent;

Promotion Manager;

Receiving Clerks;

House Officers (who are delegated policing responsibilities);

Office Manager;

Advertising Manager.

For each Hotel all positions determined to be exempt in the *written* settlements in 20-UC-232; that except for said positions determined to be exempt in said written settlement agreement, work normally performed by the classifications covered by this agreement shall only be performed by members of the bargaining unit, except in the event of a bona fide emergency; and that as stated in 20-UC-232, "It is further understood, however, that the performance of some bargaining unit work may be incidental to the duties of some of the supervisory positions exempted herein. This agreement in no way limits the Hotel's rights, consistent with it's Collective Bargaining Agreement with Local #2, to decide in its sole discretion whether to employ, or how to schedule, individuals performing such bargaining unit work". See APPENDIX "B" - Unit Clarification Petition 20-UC-232.

SECTION 3. SUBCONTRACTING

If the Employer sub-contracts any work performed by the bargaining unit, employees shall be transferred to the sub-contractor in order of their hotel seniority and shall continue to accumulate hotel seniority while in the employ of the sub-contractor or any subsequent sub-contractors. In the event the Hotel terminates the services of a sub-contractor, the affected employees shall be returned to available employment within the classification with the Employer on the basis of their total hotel seniority if the individual continues to work within the Hotel. An individual previously employed by the Hotel who is working in the hotel as an employee of a sub-contractor shall retain job bidding rights pursuant to

Section 7 POSTED JOB VACANCIES. It is understood that sub-contractors shall be required to maintain benefits and/or standards at no less than the applicable level set forth in this Agreement. (See letter of understanding dated September 5, 1983).

SECTION 4. HIRING

- (a) In the hiring and discharging of employees, the Employer shall determine the suitability and competence of the employees within the provisions of this Section, and provided that such determination shall not be used for the purpose of discriminating against members of the Union, or to circumvent the spirit and intent of this Agreement.
- (b) In filling all vacancies, except as provided for in Section 6 of the General Rules PROMOTIONS AND TRANSFERS, the individual Hotels signatory hereto shall apply to the Union having jurisdiction over the particular classification involved and it shall have the right to choose from among all applicants for referral and, except as otherwise provided in this Section, to reject any job applicant referred by the Union. In the event the Union is unable to provide competent help suitable for the position within seventy-two (72) hours, excluding Saturdays, Sundays, and holidays, the Employer shall be at liberty to hire persons not referred by the Union. Applicants who are so employed shall be on probation during the first thirty (30) days of their employment unless extended by mutual agreement between the Employer and the Union and may be subject to discharge during this period without recourse to the grievance and arbitration provisions of this agreement.

When banquet or a la carte food servers are required, the Union shall be notified at least forty-eight (48) hours in advance, unless the fact that such food servers would be required was not known to the Hotel forty-eight (48) hours in advance. In the hiring of extra food servers for banquets or a la carte, the Hotel shall designate the number of food servers needed and the Union shall then furnish crews of extra food servers available.

- (c) Employees who are now members of the Union shall, as a condition of continued employment, remain members of the Union. All other employees within the bargaining unit and all new employees employed within the bargaining unit shall, as a condition of employment, become members on or after thirty (30) calendar days of the execution of this Agreement or their date of employment, whichever is later. The Union agrees to permit all employees to become and

remain members of the Union on the same terms and conditions on which any employees, now members of the Union, are admitted to membership.

- (d) The Union shall notify a Hotel in writing that an employee has not complied with sub-section (c) herein. After two (2) days (except Saturday, Sunday, or holidays) from receipt of such notice, if such employee had not complied with the provision of sub-section (c) such employees shall be discharged and shall not have recourse to Section 11 GRIEVANCE PROCEDURE. The Union shall have recourse to Step 3, GRIEVANCE PROCEDURE should the Employer fail to comply.
- (e) If such employee so hired makes application to join the Union, the Union agrees to accept such application and accept for membership such applicants on the same terms and conditions on which any employee, now members of the Union, are admitted to membership.
- (f) The Employer shall notify the Union on forms mutually satisfactory to both parties of the employment of all classifications of new regular or extra employees under the jurisdiction of the Union party to this Agreement within seventy-two (72) hours, Saturdays, Sundays and holidays excepted, of the date of the employment of such individuals.
- (g) Selection by the Union of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. In carrying out this provision, the Union shall maintain lists of applicants for referral for the various classifications of jobs covered by this Agreement. Eligibility for registration on said lists shall be determined solely upon the basis of each applicants experience and qualifications for the particular classification of work involved. When an Employer applies to the Union as provided in sub-section (b) hereof, eligible applicants will be referred to the Employer in the order of their registration on said lists unless the Employer requests referral of a particular applicant or group of applicants for specified job openings. Said lists of eligible applicants shall be available to the Employer at the Union offices upon request.
- (h) Each Hotel and the Union shall post in places where notices for employees and applicants for employment or referral to employment are customarily posted, all of the provisions of the foregoing paragraphs (a), (b), (c), (d), (e), and (f). Any authorized member of the

Union, believing that the provisions of said sub-sections have not been observed shall have the right to file a grievance as provided in Section 11 GRIEVANCE PROCEDURE hereof, provided said grievance is filed within ten (10) days from the time said person's complaint arose.

- (i) An employee shall not be required or permitted to subscribe to any form of insurance prescribed by the Employer or to make any deductions from wages without the written authorization of such employees, except such as may be required by law or this agreement. When an employee is required as a condition of employment to be bonded, the Employer shall pay the cost of said bond.
- (j) Employees shall not be required to sign employment applications which are inconsistent with the provisions of this agreement. A sample copy of the application form shall be on file with the Union.
- (k) Learner Rate: Effective September 17, 1986, during the first eight (8) months of employment employees shall be paid seventy-five percent (75%) of the applicable wages as set forth in Appendix A. After said eight months, employees shall be paid one hundred percent (100%) of the applicable wages set forth in Appendix A. All newly hired employees who have twelve (12) months of experience in the employment of hotels with the same class of hotels within the jurisdiction of Local #2 or in the same Corporate chain or in a Class "A" restaurant within the jurisdiction of Local #2, shall be hired at the wage rate set forth in Appendix A.
- (l) Any person hired through an employment agency to fill a vacancy in any hotel, in violation of Section 4 HIRING of the Basic Agreement shall be reimbursed by the Employer in full all monies paid to said employment agency, other than Governmental agencies.

SECTION 5. NO LOSS OF WAGES

No employee shall as a result of the signing of this agreement, suffer a reduction in wages.

SECTION 6. CHECKOFF

The checkoff Agreement from the previously existing Agreement between the parties hereto effective July 1, 1980 to August 14, 1983 will be added herein as set forth in APPENDIX "C" - Payroll Deduction Authorization.

SECTION 7. BUSINESS REPRESENTATIVES

The authorized representatives of the Union shall be free to visit the hotels at all reasonable hours and shall be permitted to carry on their duties, provided that they shall first notify the management of the Hotel who shall be defined as General Manager, Manager on duty, Personnel Director or other authorized representative of management; and there shall be no interference with the proper conduct of business or with the work duties of employees. Such representatives shall not interview employees in, or enter, guests' rooms, guests corridors, or guest floors. However, a business representative may, when investigating a specific grievance, enter a guest corridor or unoccupied guest room when accompanied by a Management Representative.

SECTION 8. NO DISCRIMINATION

- (a) There shall be no discrimination against any employee on account of membership in, or activity on behalf of the Union, or because of race, color, creed, sex, sexual preference, age, handicap as defined by law, religion, or national origin as defined by law.
- (b) The Employer and the Union recognize the critical importance of insuring equal employment opportunity in all job categories covered by this Agreement for all persons regardless of their race, color, creed, sex, sexual preference, age, handicap as defined by law, religion or national origin as defined by law. The Employer and the Union further acknowledge that, despite past good faith efforts to achieve this goal, further progress is both possible and necessary. In order to achieve such progress, the parties agree to engage in affirmative action consistent with applicable state and federal law and other provisions of this Agreement. To implement their affirmative action policy, the Employer and the Union shall endeavor to administer hiring, working conditions, benefits and privileges of employment, compensation, training, upgrading, promotion, transfer and terminations of employment including layoffs and recalls for all employees without discrimination in accordance with sub-section (a). It shall be the policy of the Employer to make possible the upgrading of current employees from the lowest classification to the highest consistent with the employee's skills, merit and ability without regard to race, color, creed, sex, sexual preference, age, handicap as defined by law, religion or national origin as defined by law. In cases where it is appropriate to a particular job and where it is advantageous to the Hotel to have a position staffed by a multilingual employee, the Hotel recognizes this as an asset.

- (c) The parties hereto further agree to propose appropriate training programs to the Trustees of the Industry-Wide Education Fund and to encourage affected employees to participate in said training.
- (d) Each party agrees to advise the other of outstanding equal employment opportunity problems of which they are aware. The Employer and the Union will jointly seek solutions to such problems. The Employer shall consult with the Union prior to any changes in the equal employment opportunity program.
- (e) The parties shall agree on career ladders and appropriate on-the-job training opportunities to enhance progress through such career ladders. No individual cases may be arbitrated under this section 8(e).

SECTION 9. INDIVIDUAL CONTRACT

No member of the Union shall be compelled or allowed to enter into any individual contract or agreement with the Employer concerning the conditions of employment varying the conditions of employment contained herein.

SECTION 10. CHANGE OF STATUS/IMMIGRATION

- (a) No employee covered by this agreement shall suffer any loss of seniority, compensation, or benefits due to any changes in the employee's name or social security number. It is understood that falsification by an employee of work history and/or background can be cause for discipline which may include discharge.
- (b) In the event that an employee has a problem with their residency status in the United States, the Employer agrees to meet with the Union upon request to discuss the job related impact on said employee.

SECTION 11. GRIEVANCE PROCEDURE

- (a) Should disputes arise between the employee or the Union and the Employer regarding the interpretation and/or application of the specific terms of this agreement, and/or disciplinary action, including discharge taken pursuant to alleged violation(s) of house rules, work rules, procedures and/or the terms and conditions of this collective bargaining agreement, such disputes shall be processed in the time and manner prescribed herein.

Step 1. The affected employee shall first take the matter up with his or her supervisor or other authorized Employer representative

within five (5) days excluding Saturdays, Sundays, and Holidays, from the date of the incident or circumstances giving rise to the dispute in order to settle the matter promptly. Meetings between the employee and the immediate supervisor may be attended, at the employee's request, by the Union Business Representative, or authorized Shop Steward. Step 1 shall not be interpreted to mean the issuance of the disciplinary action by the supervisor. However, an employee may request the Step 1 be convened at the issuance, provided that such request is made by the employee when the disciplinary notice is issued. The parties may move to Step 2 at any time.

Step 2. If the grievance is not satisfactorily settled, as provided in Step 1 above, the Union shall be free to present the grievance to the Personnel Director or other designated Employer representative. Such grievance must be presented to the designated Employer representative, within fifteen (15) days from the date on which the circumstances or incident occurred which gave rise to the dispute, provided, however, that the fifteen day requirement may be waived by mutual written agreement of the Union and the Employer. The parties shall have a maximum of fifteen (15) additional days excluding Saturdays, Sundays and holidays to resolve the dispute at Step 2. Should the dispute not be resolved in said fifteen (15) days, the moving party must present the written grievance to Step 3 within an additional five (5) days, exclusive of Saturday, Sunday and holidays. Meetings between the employee and the Personnel Director or other designated Employer Representative may be attended, at the employee's request, by the Union Business Representative or authorized shop steward.

Step 3. (a) If the grievance as presented is not resolved as provided in Steps 1 and 2 hereof, the Union shall be free to file a written grievance with the Hotel and the dispute shall be referred to a Hotel Adjustment Board. The written grievance shall set forth the facts giving rise to the dispute including the date and persons involved and designate the specific grievance, as well as the specific remedy sought. The Hotel Adjustment Board shall consist of two (2) management representatives, one of whom shall be an in-house representative, plus two representatives from the Union, one of whom shall be the assigned Union staff

representative and the other shall be either another assigned Union staff representative or an authorized Shop Steward from the hotel.

- (b) The Hotel Adjustment Board shall be empowered to hear and resolve, by simple majority, all grievances properly brought before them. The Hotel Adjustment Board shall hear such grievances no sooner than ten (10) days, and no later than twenty (20) days, from the date on which the matter is deemed unresolvable according to Step 2. The Adjustment Board shall have no power to alter or amend the terms of this Agreement.
- (c) No briefs, transcripts, or stenographic records shall be taken of the Hotel Adjustment Board meeting. The Hotel Adjustment Board shall not be bound by formal rules of evidence. No lawyers shall be present.
- (d) Nothing herein shall preclude the Hotel Adjustment Board from hearing more than one (1) grievance at any one session.
- (e) If the Hotel Adjustment Board is unable to reach a decision by simple majority, the moving party shall notify the other party in writing of its intent to withdraw the grievance or to arbitrate the dispute within fifteen (15) days, excluding Saturdays, Sundays, and holidays, of a deadlocked Board of Adjustment.
- (f) Should the grievance not be resolved as set forth in Step 3 (a) hereof, the dispute may be referred by the grieving party for resolution in accordance with Paragraph (c) entitled ARBITRATION.

(b) Grievance Procedures for Employer/Union.

The Employer and/or the Union shall be free to file grievances as described in (a) hereof directly with the other party. The initial consideration of such grievance(s) shall commence with the Hotel Adjustment Board as provided for in Step 3 (a) hereof.

(c) Arbitration

If the parties choose to submit a grievance to arbitration, the case shall be submitted for final and binding decision among the list of ten (10) arbitrators named in this agreement who will be chosen by the parties within thirty (30) days following the signing of this agreement. An arbitrator must be selected and a request to the arbitrator

for available dates for a hearing must be mutually made within thirty (30) days from the date of submission to arbitration. These time limits may be extended only by written agreement between the parties.

- (d) The Arbitrator shall not have the power to add to or modify any of the terms, conditions, sections or articles of this Agreement. His or her decision shall not go beyond what is necessary for the interpretation and application of this Agreement in the case of the specific grievance at issue.
- (e) Notwithstanding any of the foregoing, a claim of any employee for any payment of any additional compensation or sum due under the terms of this Agreement for all forms of overtime (except in the case of the spread of the work week), uniform allowance and meals, shall not go beyond a sixty (60) day period, unless such claim is reported to the Union by the aggrieved employee and the Employer is notified by the Union within ten (10) days of the pay period when such claim or sum should have been paid.
- (f) Each party shall bear their own cost of arbitration, excluding the Arbitrator's fee and his related costs which shall be divided equally between the parties.
- (g) The parties may, by mutual agreement, request expedited arbitration. In an expedited arbitration proceeding, both parties shall waive their rights to submission of any briefs and stenographic recordings. The arbitration proceedings must be continuous to a conclusion. The Arbitrator must render a bench decision immediately following the close of the hearing, followed by a written decision within seven (7) days of the close of the hearing.
- (h) At each step of the Grievance Procedure, either party may employ a translator.
- (i) Each party shall have the right to strike an arbitrator six (6) months after an arbitrator hears his or her first case. In the event either party strikes an arbitrator, the parties shall continue to submit pending grievances for arbitration to the remaining arbitrators in accordance with this Agreement. The parties shall also select a substitute arbitrator.
- (j) Should the parties be unable to mutually agree upon the selection of an arbitrator from the panel, an arbitrator shall be assigned on a rotating basis in order from the list of arbitrators found in Appendix "H" of this agreement.

- (k) If an arbitrator is struck by either party as provided in letter (i) above, the new arbitrator shall receive the number of the struck arbitrator.

SECTION 12. DISCIPLINE

- (a) Written disciplinary notices (written warnings, suspensions and terminations) issued to employees must specify the events or actions for which the notice is issued. Written disciplinary notices (written warnings, suspensions and terminations) shall be issued to employees within three (3) working days (eight (8) working days for extra banquet personnel), excluding Saturdays, Sundays, holidays, vacation, sick leave, leave of absences, or any other authorized leave, of the event or action for which the written disciplinary notice is issued or within three (3) working days (eight (8) working days for extra banquet personnel), excluding Saturdays, Sundays, holidays, vacations, sick leave, leave of absence, or other authorized leave, after the Employer first became aware of such event or action. There shall be a standard written warning notice form uniform to all Hotels covered by this Agreement.
- (b) An employee shall not be issued a written warning notice or other disciplinary action (suspension or termination) solely on the basis of verbal complaints by customers; however, this shall not preclude the Hotel from issuing a written warning notice or other disciplinary action (suspension or termination) following a proper investigation of a verbal complaint by a customer.
- (c) A legible copy of any written warning notice, notice of suspension or notice of discharge shall be given immediately to the employee with a copy mailed to the Union within seventy-two (72) hours after issuance of the notice excluding Saturdays, Sundays and holidays.
- (d) The Employer may only discipline, suspend, or discharge for reasons of just cause.
- (e) 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 investigatory interview or where disciplinary measures may be taken.
- (f) If the report of a "spotter" agency is used as a basis for any discipline, the agency involved must be duly licensed in the State of California. The disciplinary action shall take place within three (3) days of the receipt of the complete "spotters" report excluding Saturdays, Sundays, holidays, vacations, sick leave, leave of absence, or other authorized leave.

- (g) Employees shall only be issued warning notices on the job during work time.
- (h) Warning notices shall not be used as a basis for discipline after a period of nine (9) months.
- (i) Verbal warnings must be clearly stated.

SECTION 13. CONFESSIONS, LIE DETECTORS

- (a) No employee shall be required or requested as a condition of hire or continued employment to sign a confession or statement concerning his or another employee's conduct.
- (b) No Employer shall demand or require that an applicant or an employee take a polygraph, lie detector, or similar test as a condition of continued employment.

SECTION 14. PERSONNEL FILES

- (a) Each Hotel shall at reasonable times and reasonable intervals, upon the request of an employee, permit that employee to inspect such employee's master personnel file. At the employee's request, a shop steward or Union representative may be present during the employee's inspection of his personnel file.
- (b) Each Hotel shall keep a copy of each employees personnel file on the Hotel's premises in San Francisco, or shall make such file available at such place within a reasonable period of time after a request therefore by the employee.
- (c) This section does not apply to the records of an employee relating to the on-going investigation of a possible criminal offense or to letters of reference.
- (d) No disciplinary action shall be taken against an employee on the basis of documents not contained in the employee's master personnel file.

SECTION 15. SAFETY AND HEALTH

- (a) The Employer and the employees shall fully comply with all state and/or federal regulations regarding health and/or safe working conditions and will otherwise provide for the protection of the health and safety of the employees and the work place through the use of appropriate safety devices and safeguards as required.
- (b) Where no safety and health committee currently exists in an individual Hotel there shall be established in the Hotel within one (1)

month following the signing of this Agreement, a Safety Committee. Said committee shall be comprised of two (2) management representatives and two (2) representatives who are elected from the bargaining unit within the Hotel. Where there currently exists a health and safety committee in an individual Hotel, the number of management representatives shall be equalled by representatives of the various bargaining units. Local 2 shall be represented by the same number of representatives as each other Union. Said committee shall meet regularly or on call of two (2) members of the committee to review and discuss safety and health problems. Such meetings of the committee shall be held during work time.

- (c) Where procedural rules are not now in effect for existing committees, the health and safety committee may establish such procedural rules as are deemed necessary.
- (d) Should the committee be unable to resolve any health or safety problem, such problem shall be referred to Cal OSHA. If such problem is not resolved within thirty (30) calendar days after referral, such problem shall be referred to Step 3 of the Grievance Procedure.
- (e) During an inspection by OSHA, an authorized Union representative shall have the right to participate in such inspection.
- (f) The Hotel shall furnish to each committee at their regular meeting, the required Cal OSHA reports of all reported employee injuries on Hotel premises since the date of the last report of the committee.

SECTION 16. EMERGENCY

An "emergency" shall be defined as: a crisis, sudden or unexpected happening or situation.

SECTION 17. COPIES OF CONTRACT

The parties will share the cost on a pro-rata basis for the printing of a reasonable number of copies of this agreement.

SECTION 18. SUCCESSORS AND/OR ASSIGNS

When a Hotel, party to this agreement, sells, transfers, leases, assigns or otherwise disposes of a property covered by this Agreement, it shall first notify the party acquiring such property of the provisions of this Agreement and inform the Union of the change in ownership.

SECTION 19. SAVINGS CLAUSE

If any provisions or sections of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties agree that upon such invalidation, the parties shall meet within two (2) weeks, and negotiate substitute provisions for such parts of provisions rendered or declared invalid.

SECTION 20. RELATIONS

- (a) There shall be no strikes, lockouts, picketing, or stoppages of work during the life of this Agreement.
- (b) The observance of a bona fide picket line sanctioned by the San Francisco Labor Council by any individual member of the Union shall not constitute a breach of this Agreement, provided that no affirmative action is taken by the Union in violation of this Agreement.
- (c) Employee Relations Committee: The Employer agrees to recognize the Union's Committee as a legitimate part of the Union's structure in each Hotel. The Employer agrees to confer with the Union upon request regarding appropriate Labor-Management communications through the Committee.

SECTION 21. FULLY BARGAINED

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are fully set forth in this Agreement. It is further understood that this Agreement fully and completely sets forth all understandings and obligations between the parties, constitutes the entire Agreement between the parties and both parties in their own behalf and on behalf of their respective members, waive any past claims or demands during the term of this Agreement. Therefore, the Employer and Union for the term of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement. It is recognized

that management has the right to implement such changes in working conditions/practices for employees covered by the terms of this contract as may be required to conform those existing hotel working conditions/practices to the working conditions/practices as are set forth in this collective bargaining agreement. It is further recognized that the provisions of this Section shall not apply with respect to actions which are properly within the authority of the Boards of Trustees of the respective trust funds referred to in other sections of this Agreement.

SECTION 22. TERM

This agreement entered into this *seventeenth day of February, 1987*, between the _____ Hotel (hereinafter referred to as the Hotel.) and the Hotel Employees and Restaurant Employees Union, Local 2, (hereinafter referred to as the Union), shall be in effect from August 14, 1986 to and including August 14, 1989, and supersedes all previous agreements including the agreement dated August 14, 1983 to and including August 14, 1986.

This Agreement shall remain in full force and effect until August 14, 1989 and from year to year thereafter unless either party shall serve written notice upon the other of a desire to alter, amend, or terminate said Agreement ninety (90) days prior to expiration thereof.

SECTION 23. HEALTH & WELFARE & PENSION

Section 23.1 Eligibility

All employees in the employ of an Employer who complete the qualifying periods set forth in Paragraphs (a), (b), (c) or (d) below, for the period immediately preceding the first day of each month, shall be included as eligible employees, and the Employer shall make the contributions required for each of such employees not later than the tenth (10th) day of each succeeding month. Such employees will be eligible for health and welfare benefits excluding dental the first day of the month following the month in which the second (2nd) contribution is due in any twelve (12) month period. To qualify for dental benefits, an employed member must have earned five Employer contributions within a twelve month period and thereafter earn at least three Employer contributions each year. Also, an Employer contribution must be earned in the month preceding the month dental care is received.

- a. All employees who have worked regularly three (3) hours or more per day, five (5) days or more per week, in at least three (3) of the four (4) payroll weeks of the Employer immediately preceding the first day of the month for which contributions are due.
- b. All employees who are regularly scheduled for and work two (2) full shifts or more per payroll week, in at least three (3) of the four (4) full payroll weeks of the Employer immediately preceding the first day of the month for which contributions are due.
- c. The first thirty (30) days of absence from work due to bona fide sickness or disability, leave of absence, vacation, holidays or temporary layoff by the Employer, shall be counted as time worked, except that this provision shall not be applicable to Paragraph (d) below.
- d. All extra and banquet employees whose combined employment by one or more Employers in the Industry equals the qualifying periods set forth in Paragraph (1) below, for the period immediately preceding the first day of each month, shall be considered eligible employees and the respective Employers shall make the contributions required by this Agreement for each of such employees, prorated in accordance with employment records, not later than the tenth (10th) day of each succeeding month, and each of such employees shall be entitled to all benefits provided for by the Health & Welfare, Pension and Education Funds; provided that not more than one (1) full contribution shall be made on behalf of each employee.

The industry is the San Francisco Hotel, Restaurant & Club Industry as covered in the San Francisco Hotel, Restaurant & Club Industry Fringe Benefit Collective Bargaining Agreement for the period of November 1, 1981 to October 31, 1983 (also known as the Levin Award).

- (1) All extra and banquet employees who have worked two (2) short shifts or more per week in at least three (3) of the payroll weeks during the four (4) payroll weeks of the Employers immediately preceding the first of the month for which contributions are due.
- e. No employee under this Agreement shall have more than one (1) full contribution per month made on his behalf. Should an employee other than one covered by Section 23.1, work for more than one contributing Employer in the Industry such contribution shall be divided on an equal basis among said Employers. Further it is understood that no individual covered by the terms of this Agreement shall receive more than the benefits provided for an individual working solely for a single Employer.

- f. Accelerated Eligibility for Health and Welfare. A new employee of a contributing Employer who in the month prior to said employee's employment with a contributing Employer was employed by an Employer with a collective bargaining agreement with the local Union party to this agreement, and was entitled to health and welfare benefits at such previous place of employment pursuant to a collectively bargained plan with the Union, shall be eligible for the benefits covered under the Health and Welfare Fund (medical, hospital, life insurance, dental, and other benefits) commencing with the first day of the month following the month in which a contribution is required to be paid, to the Fund on his or her behalf.

Section 23.2 Contributions

On November 1, 1986, the total Employer contribution to all Funds shall be \$212.69 per month per eligible employee.

The Hotel will pay the following increases for Health & Welfare, Pension, Dental, Education Fund, Supplemental Sick Leave, and Supplemental Vacation Fund: \$25.00 per month additional effective November 1, 1987, and \$25.00 per month additional effective November 1, 1988. The Union may decide which portion of said total sum shall be used for each of said purposes: but the Hotel shall pay no more than a total of \$25.00 increase per month per year for any and all such benefits. If the Union does not need the full \$25.00/ month/ year, any unused portion thereof may be carried over to the following year.

The same level and kind of retiree fringe benefits as were in effect on August 14, 1986, shall continue for the term of this Agreement, subject only to the discretion of the Trustees to reduce the benefits offered by the Trust Funds in extreme financial emergencies, or to increase retirees benefits if circumstances permit.

Nothing in this agreement shall be construed to require Employer contributions in excess of the amounts herein.

SECTION 23.3 PENSION FUND

- (a) Effective November 1, 1986, the Employer shall contribute to the San Francisco Culinary, Bartenders and Service Employees Pension Trust Fund the amount of forty-seven dollars and thirty-seven cents (\$47.37) per eligible employee per month (which is part of, not in addition to, the contribution amount listed in Section 23.2 above). During the life of this Agreement there shall be no Employer contribution decreases. Increases in contributions to the Pension Fund shall

- be utilized to provide a pension benefit improvement for all pensioners and non-pensioners for all years of credited service in an amount to be actuarially determined.
- (b) With regard to any actuarial gain which may result from the Pension Fund for the year ending March 31, 1986; March 31, 1987; and March 31, 1988, one-half (1/2) of said actuarial gain shall be applied solely to reducing the unfunded vested liability as it may exist at that time. The remaining one-half (1/2) shall be utilized to provide a pension benefit improvement for all pensioners and non-pensioners for all years of credited service in an amount to be actuarially determined as of April 1, 1986; April 1, 1987; and April 1, 1988, respectively, and in a manner so as not to increase either the Employer contributions or the amortization period of the unfunded vested liabilities.
 - (c) It is mutually understood that all of the Hotel contributions provided for herein shall be deductible from gross revenue under Section 404 of the Internal Revenue Code.

SECTION 23.4 EDUCATION FUND

- (a) Effective August 14, 1986, the Employer shall contribute fifty cents (\$.50) per month per eligible employee to the San Francisco Hotel-Restaurant Labor-Management Education Trust Fund (herein referred to as "Education Fund") established pursuant to a trust document dated July 1, 1970 and as subsequently amended.
- (b) Should the reserves of the Education Fund reach \$100,000 the contribution will be suspended until such time as the reserves decrease to a minimum level of \$50,000.
- (c) The Education Fund shall be utilized at the discretion of the Education Fund Trustees for the purpose of funding training programs of which "On-The-Job" (OJT) training programs at the sites of Employers shall be a primary goal. The Trustees of the Education Fund shall act upon the specific requests from Employers and the Union for grants to fund such specific OJT training programs.
- (d) A coordinator shall continue to be employed to coordinate Education Fund Programs.

SECTION 23.5 SICK LEAVE FUND

- (a) Eighty-six cents (\$.86) per month per eligible employee of the monthly contribution to the Health & Welfare Fund shall go to a Supplemental Sick Leave Fund. When in the judgement of the

Trustees of the Fund there are sufficient assets available, all days of basic sick leave as provided for in this collective bargaining agreement between the Employer and the Union shall be paid by the Supplemental Sick Leave Fund. Said assumption of payment for all days of sick leave shall continue until such time as the balance in said Supplemental Sick Leave Fund is reduced to an amount which represents the expenditures from the trust fund to support the payment of all days of sick leave for a period of three (3) months.

- (b) For the purpose of reference, the level of expenditure shall be analyzed on a quarterly basis, commencing with the quarter ending September 30, 1983. Subsequent quarterly reviews shall utilize the experience of expenditures for the three (3) consecutive calendar months prior to the end of each calendar quarter. Should the balance in said Trust Fund be reduced to the aforementioned balance of three (3) consecutive calendar months expenditures or should the Trust Fund's consultants project the Funds balance will fall below that level within the next quarter, the Board of Trustees shall, at the end of each calendar quarter, review the level of expenditures by the Trust Fund and shall have the authority to either reduce or increase the assumption of paid sick leave days by the Employers covered under the terms of this collective bargaining agreement between the Employer and the Union. The Trustees will rely upon the information supplied by the consultants, if necessary.
- (c) Limit of Trustees Authority: It is understood that the Board of Trustees shall have no authority other than to direct the assumption or reduction by the Employers covered by this Agreement on a progressive basis down or up to a maximum of four (4) paid days of basic sick leave per employment year.

SECTION 23.6 SUPPLEMENTAL SICK LEAVE

- (a) Effective August 14, 1983, the obligation of the Trust Fund to pay for all days of supplemental sick leave shall be limited as follows:
 - 1. Two (2) days per employment year after four (4) years of continuous service.
 - 2. Ten (10) days per employment year after eight (8) years of continuous service.
 - 3. Twelve (12) days per employment year after fifteen (15) years of continuous service.

- (b) No payment of any days of basic or supplemental sick leave shall be made by the Fund for less than one (1) continuous year of employment.
- (c) Reimbursement. All days of basic and supplemental sick leave paid by the Fund in accordance with this Section shall continue to be paid directly to the eligible employee by the Employer who shall in turn, be reimbursed by the Fund.

SECTION 23.7 EMPLOYER CONTRIBUTIONS

During the life of this Agreement, there shall be no Employer contribution increases or decreases other than what is specifically set forth in this Agreement.

SECTION 23.8 COMPLETE AGREEMENT CONCERNING RATES OF EMPLOYER CONTRIBUTIONS

Complete Agreement. The express provisions of this Agreement concerning the rates of Employer Contributions constitute the complete fringe benefit collective bargaining contract concerning the rates of Employer contributions for the term of this Agreement.

This Agreement can be added to, detracted from, altered, amended or modified only by a written document signed on behalf of all the parties by their duly authorized agents and representatives.

SECTION 23.9 POSTING OF MONTHLY REPORTS

Employers shall be required to post in an area frequented by employees a copy of the monthly Employer remittance form the Employer sends each month to the Trust Funds administrator. Such posting shall conform to the terms of this collective bargaining agreement between the Employer and the Union as an official Union notice. The administrator shall provide the Employer with such additional copies of the form for the posting as necessary.

SECTION 23.10 BILLING

The administrator shall submit a billing to each Employer on the first (1st) day of each month during the life of this Agreement.

SECTION 23.11 GOVERNMENTAL COORDINATION

All fringe benefits covered by this Agreement shall be coordinated with benefits or contributions mandated by state or federal legislation for the purpose of eliminating duplications in benefits or Employer contributions for benefits.

SECTION 23.12 SAVINGS CLAUSE

If any Articles, Sections, or Paragraphs of this Agreement should be held invalid by operation of law or any tribunal of competent jurisdiction; or if compliance with or enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect.

SECTION 23.13 TRUST DOCUMENTS AND MODIFICATIONS

- (a) The Employer and the Union hereby agree to and are bound by the individual Trust Agreements, as amended for each of the above Trust Funds.
- (b) The parties shall agree that all Trust Documents, including the Agreements and Declarations of Trust, Plan Documents, etc., shall be amended so as to effectuate all the terms and conditions of this Fringe Benefits Agreement.

SECTION 23.14 LIQUIDATED DAMAGES AND DELINQUENCIES

The Employer Contributions required by the Collective Bargaining Agreement shall be payable on the tenth (10th) day of the month, for the immediate preceding month, and shall be payable to the Funds in care of the custodian designated by the Trustees. Payment shall be accompanied by complete reports on forms furnished or approved by the Trustees, so that the contributions can be allocated accurately. Contributions will be timely received, as actually received by the designated custodian, on or before the twentieth (20th) day following the date report forms are mailed by the administrator, provided the administrator mails the remittance forms on or before the first day of the month. Should the administrator not mail the remittance forms on or before the first day of the month (as determined by the postmark), the Employer shall have twenty calendar days following the date of mailing to submit the required contributions. Contributions will also be timely received if mailed with the correct address and postage in an envelope postmarked on or before

the twentieth (20th) day following the date report forms are mailed by the administrator, unless the twentieth (20th) falls on a Saturday, Sunday or holiday, in which case the envelope must be postmarked no later than the next working day.

It is recognized and acknowledged that the regular and prompt payment of Employer contributions to each of the Funds is essential to the operation of the Trusts and the provision of benefits under the Plans, and that it would be extremely difficult, if not impossible, to fix the actual expense and damage to the Funds and to the covered Employee, which would result from the failure of an Employer to make such monthly contributions in full within the time provided.

The amount of damage resulting from each such failure to make timely contributions hereunder, as defined above, by way of liquidated damages and not as a penalty, is presumed to be ten percent (10%) of the amount due and unpaid to each Fund, which amount shall become due and payable to the Funds at the principal office of the Funds upon the day following the twentieth (20th) day of the month in which said delinquency occurred. Such liquidated damages shall be added to and become part of said contributions due and unpaid; and from the first day of the month following the month in which the payment became delinquent, the whole thereof shall bear interest at the rate of ten percent (10%) per annum.

If any Employer further defaults in the payment of any amounts due the Funds, following receipt of a written ten-day notice of claimed delinquency, then, in addition to the contribution due and the liquidated damages provided for in this Section, there shall be added to the obligation of said defaulting Employer, all costs and fees incurred by the Funds in the collection of the same, in the event any action or proceeding is commenced to enforce payment by such Employer. Such costs and fees, which the Trustees are entitled to recover in their own names or otherwise, shall include, without limitation, court costs, arbitration fees, costs or fees of collection agents and auditing fees, together with all reasonable attorneys' fees and reasonable compensation for employees or agents of the Trust Fund incurred in connection therewith.

GENERAL RULES APPLICABLE TO ALL CRAFTS

SECTION 1. EMPLOYEES - DEFINITION OF

- (a) All employees other than extra employees as defined in section (c) shall be considered "regular employees" and shall accrue seniority in accordance with this agreement.
- (b) 1. An "extra employee" shall be deemed to be one who is temporarily hired in addition to the regular employee. Employees called in to relieve an employee in an emergency shall be considered "extra employees". Any employee who is temporarily hired by the Hotel to replace absent employees, or to supplement the regular staff, shall be considered an "extra employee".
- 2. Any employee who is temporarily hired by a Hotel to replace absent employees, or to supplement the regular staff, shall be considered an extra employee. Extra employees shall have a determined length of employment not to exceed thirty (30) consecutive days. Upon the thirty-first (31st) consecutive calendar day of employment, an extra employee shall henceforth be considered a regular employee, and his initial hire date shall be used for the purpose of computing all awards and benefits of this Agreement. This section does not apply to anyone called from the hiring hall, including banquet employees, to fill any temporary position, nor does it apply if the hiring hall is called and the Union is not able to provide competent help suitable for the position within seventy-two hours excluding Saturday, Sunday and Holidays.
- (c) No newly hired trainee or apprentice shall replace regular or laid off employees in their classifications.

SECTION 2. WORKDAY, WORKWEEK

- (a) Workday. The workday shall consist of seven (7) hours work, two paid fifteen minute break periods, and a paid meal period of one-half (1/2) hour, for a total of eight (8) hours.
- (b) Workweek. Five (5) consecutive days of work within seven (7) successive calendar days, beginning on the same day of the week shall constitute a weeks work.

SECTION 3. SHIFTS

- (a) Short Shift. The short shift shall consist of at least three (3) hours of work. No employee shall be paid for less than a short shift on any day worked, except in cases of discharge and/or employees voluntarily leaving early or as set forth in Section 5.3 Reporting Pay.
- (b) Split Shifts. Split shifts shall only be permitted in the Dining Room Department.

SECTION 4. OVERTIME

- (a) Work in excess of eight (8) hours in a day or forty (40) hours in a week, shall be compensated for at the rate of time and one-half (1 1/2) the regular rate of pay.
- (b) Any work performed on the sixth (6th) consecutive day of work shall be compensated at the rate of time and one-half (1 1/2 times) the regular rate of pay. Any work performed on the seventh (7th) consecutive day of work shall be compensated at the rate of double (2 times) the regular rate of pay. The premiums contained in this paragraph shall be paid for work performed by an employee on consecutive days without regard to whether or not such days fall within one, or more than one, workweek(s), and without regard to any other provision of this section. The parties agree that this provision does not change the Hotel workweek as it existed in the 1980-1986 contract period. Existing employees on three (3), four (4), or six (6) hour shifts regularly scheduled for six days per week will be grandfathered at their individual option so that they can continue to work their present schedule at straight time. (Pursuant to existing (c), banquet personnel are exempt from this provision.) See APPENDIX "D" - Overtime Option.
- (c) For the purposes of overtime, banquet personnel shall be exempt from the provisions of paragraphs (a) and (b) of this Section.
- (d) For the purpose of computing overtime, any portion of one half (1/2) hour shall be considered one half (1/2) hour.
- (e) In order to assure the equal distribution of overtime, overtime shall be assigned in accordance with seniority within the affected classification in the order of lowest seniority to the highest.
- (f) Employees who are scheduled for either a three (3) or four (4) hour shift shall receive time and one-half (1 1/2) for all hours worked in excess of their scheduled shifts.

- (g) Employees who work more than twelve (12) consecutive hours shall receive two (2) times their straight time rate of pay for all hours worked in excess of twelve (12) hours.
- (h) No Employer, except in cases of emergency, shall change an employee's schedule pursuant to Section 5.2 (d) where the result of said schedule change would require the affected employee to work two "back to back" five (5) shifts per week work schedules within two (2) consecutive Hotel workweeks, except where an employee consents to change pursuant to 5.2(d).

SECTION 5. SENIORITY

- (a) Seniority shall be defined as the length of the most recent continuous period of service with the Employer. Seniority shall accrue for regular employees within a given classification of work as set forth in the attached wage scales. Seniority shall be expressed in terms of years, months and days. If two or more employees are employed within the same classification on the same day, their seniority shall be determined by the employment records.
- (b) An individual employee as defined in Section (1) of the General Rules shall continue to accumulate seniority during:
 - 1. Time spent in the Armed Services of the United States or the State of California pursuant to the provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, time spent in alternative service as defined by the Selective Service Act or time spent in the Red Cross or other combat relief service.
 - 2. Periods of absence of not more than six (6) consecutive months due to bona fide illness or injury provided that the individual has notified their immediate supervisor of the illness or injury within twenty-four (24) hours of the occurrence of said illness or injury or as soon as possible if the employee is physically incapacitated so that he cannot provide such notice within twenty-four (24) hours.
 - 3. Any period in which an employee has been terminated and the employee's termination has been rescinded, reversed or the employee is subsequently reinstated, unless modified pursuant to the terms of the Grievance Procedure.
 - 4. Layoffs of less than thirty (30) consecutive calendar days.
 - 5. Leaves of absence of not more than six (6) months for other reasons authorized by the Employer.

- (c) An individual employee as defined in section (a) hereof shall continue to retain seniority during time spent in an elected or appointed Union office provided that such employee returns within sixty (60) calendar days of the termination of his term in office.
- (d) When a food and/or beverage outlet has been designated as a "specialty room" as of August 13, 1986, as properly set forth in Appendix C, the Employer shall be the sole judge of an individual's ability and qualifications to work in that room. The Employer shall prepare a list of "specialty rooms" as of the effective date of this agreement and no room shall be added to this list during the term of this agreement without the agreement of the parties. If no agreement is reached, the matter shall be referred to Section 11 Grievance Procedure. See APPENDIX "E" - Specialty Rooms.

SECTION 5.1 LAYOFF, REDUCED SCHEDULES, ROOM CLOSURES, RECALL AND ANOTHER JOB CLASSIFICATION

(a.) Layoff:

When it is necessary to lay off employees, those employees as defined in sub-section 5(a) hereof with the least seniority in the job classification affected shall be laid off first. When the work force is increased within the classification, employees on layoff shall be recalled in order of their job classification seniority. Such laid-off employee shall have the right to exercise his classification seniority to displace a less senior employee. The employee displaced shall be the least senior employee whose displacement would most nearly accomplish a schedule equivalent to the schedule previously worked by the laid-off employee. Displaced employees shall have the same right.

(b.) Reduced Schedule:

When regular schedules are reduced within a particular work unit, such schedule reduction shall be accomplished by seniority within the classification in that unit. When an employee's regular schedule is reduced by fifty percent (50%) in a continuous fourteen (14) calendar day period in spite of the employee's exercise of seniority rights within the work unit, then that employee shall have the right to exercise his classification seniority to displace a less senior employee. The employee displaced shall be the least senior

employee whose displacement would most nearly accomplish a schedule equivalent to the schedule previously worked by the laid-off employee. Displaced employees shall have the same right.

(c) Room Closure:

In the event that a food and beverage outlet is closed for two (2) weeks or more, employees in said room shall be considered laid-off and said laid-off employee shall have the right to exercise his classification seniority to displace a less senior employee whose displacement would most nearly accomplish a schedule equivalent to the schedule previously worked by the laid-off employee. Displaced employees shall have the same right. If such an outlet is reopened, employees laid-off by the closure shall have first right to recall in order of classification seniority.

(d) Recall:

All regular employees who have been laid-off shall be recalled before the hiring of any new employees as provided herein. Regular employees who have been laid-off for more than thirty (30) consecutive days shall be notified by the Employer at least forty-eight (48) hours before they are scheduled to return to work, unless such notice is waived by the employee. An individual employee on layoff longer than (1) year shall lose their recall rights.

(e) Another Job Classification:

An employee who has been laid-off for a period of thirty (30) days shall have the right to replace a less senior employee in another job classification provided the senior employee had previously worked for the Hotel in the other job classification. Such option must be exercised within forty-eight (48) hours of the thirtieth consecutive day of layoff; provided further employees exercising such option shall work the same schedule of hours and days off as the individual replaced.

SECTION 5.2 SCHEDULING

- (a) Employees within a classification with the greatest classification seniority within a room or department as the case may be shall have the preference of scheduled shifts which shall include days off, and shall have a choice of available vacation periods based on Hotel seniority. Nothing contained in this Section shall be construed to interfere with a Hotel's right to establish the hours and days of

operation and the number of employees to be scheduled, but employees shall have preference for such available schedules as determined by the Employer in accordance with seniority and other provisions of this agreement.

- (b) There shall be placed in a conspicuous place in each department a work schedule specifying the following information about each employee in the department: name, classification, hire date, starting and finishing times, days off, meal times and rest period(s). The Employer shall keep the work schedule up to date. Upon request, the Employer will furnish the Union with a current seniority list including social security numbers not more than once every six (6) months.
- (c) Except in cases of emergency, regular employees shall have a fixed starting time, which time shall not be changed by the Employer without giving a twenty-four (24) hour notice to the employee affected.
- (d) Except in cases of emergency or as provided in Section 5.1 LAYOFFS, regular employees shall have a fixed weekly schedule of working days, which schedule shall not be changed by the Employer without a thirty-six (36) hour notice to the employee affected unless said employee consents to waive the period of notice. Where the thirty-six (36) hour notification is not given, the first day of the scheduled change shall be paid for at the overtime rate of time and one half (1½) the straight time rate of pay.
- (e) Banquet department employees who desire two regular days off shall be given the opportunity, subject to emergency.

SECTION 5.3. REPORTING PAY

- (a) Notice that the service of a regular employee will not be required on a given day shall be given to the employee not later than the termination of the employee's shift on the preceding day. If such notice is not given and such employee reports to work, the employee shall be paid a sum of money equal to the sum of money received for the straight time shift worked on the preceding work day.
- (b) When an Employer or the Employer's representative orders an employee to report for work and for any reason said employee is not allowed to work, the Employer shall pay the employee the scheduled shift's wages. This reporting pay shall apply to all employees unless such personnel arrive for work in a manner unacceptable to the Employer. Employees called to the Hotel for reasons of training

classes, room or departmental meetings, shall be compensated by the Hotel at the straight time rate of pay for a minimum of two (2) hours, unless overtime is applicable.

SECTION 6. PROMOTIONS AND TRANSFERS

- (a) In filling job vacancies which may exist within the hotel bargaining unit, qualified employees from within the hotel bargaining unit shall be given preference in filling said job vacancy prior to the consideration of other applicants. Seniority shall be the determining factor in promotions when the Employer determines that the senior employee is qualified and has the ability to perform the job. In the event of a dispute as to the qualifications or ability of an employee for a promotion, the Union may file a grievance that the Employer has made its determination arbitrarily or capriciously.
- (b) In the event that an employee who, within sixty (60) calendar days of his promotion, transfer or filling a vacancy as described in subsection (a) above, desires to return to his former job classification or is deemed not qualified to hold the new position, he shall be returned to his former classification at the then current wage scale for the job classification without loss of seniority.
- (c) An employee promoted or transferred to a position within the Hotel outside of the bargaining unit who desires to return to his former job classification shall notify the Hotel within sixty (60) calendar days of the date of his promotion or transfer and shall be returned to said former job classification without loss of seniority.

SECTION 7. POSTED JOB VACANCIES

- (a) Qualified employees within the hotel bargaining unit shall be given preference in filling vacancies within the bargaining unit prior to the consideration of other applicants as provided in Section 6 PROMOTIONS AND TRANSFERS.
- (b) Notices of permanent job vacancies (jobs which shall last longer than thirty (30) calendar days) and the date said job is to be effective shall be posted on Hotel Bulletin Boards for a period of not less than five (5) calendar days.
- (c) An employee interested in being considered for the posted job vacancy shall submit a written application on a form to be provided by the Hotel for that purpose.

- (d) The Employer reserves the right to withdraw the posted job vacancy and to be the sole judge of an applicant's qualification for filling a job vacancy.
- (e) Nothing contained herein shall prohibit the filling of a posted job vacancy on a temporary basis for thirty (30) days or less.

SECTION 8. LOCKERS

- (a) Proper, sanitary dressing rooms with individual lockers shall be made available to all employees. Employees will be provided with a lock. Replacement of locks and/or keys due to employee negligence shall be conditioned upon a payment by the employee of \$3.00.
- (b) Two Union employees covered by this collective bargaining agreement, one of whom shall be a Shop Steward unless no shop stewards are present on the Hotel premises, shall be present in the event the Employer finds it necessary to inspect lockers.
- (c) The Employer shall be responsible for loss or damage to uniforms, linen or tools of the trade belonging to the employees resulting from fire within the premises. The Employer shall also be responsible for loss or damage to all wearing apparel belonging to the employee resulting from fire within the premises due to negligence on the part of the Employer.

SECTION 9. REST PERIODS

- (a) An employee scheduled to work a shift of four (4) consecutive hours or more duration shall be provided a fifteen (15) minute rest period for each four (4) hours worked.
- (b) Time allowed for rest periods shall be treated as paid time.

SECTION 10. MEALS

Except as herein otherwise provided, no employee shall be required to accept food or lodging as part of wages unless such food or lodging, under the specific rules, hereinafter is made part of the wages; but if not so made part of the wages, such employee shall not be required or permitted to eat or lodge, as the case may be, at the Hotel where employed.

- (a) Employees entitled to meals shall receive meals which are palatable, wholesome, and comparable in quality to those served to the guests. A selection of meal items shall be made available at all times including at least two hot meat entrees (which may also include fish,

and/or fowl). The meals shall be served under clean, sanitary conditions and must be consumed on the premises in areas designated by the Hotel.

- (b) A permanent committee composed of two (2) Hotel representatives and two (2) Union representatives shall be set up to enforce this section. The committee shall have the full power to investigate and make whatever adjustments are necessary under the circumstances. In the event the committee is unable within ten (10) days to arrive at a satisfactory adjustment of any complaint under this section such dispute shall be decided under all the provisions of Section 11 GRIEVANCE PROCEDURE.
- (c) Employees working an eight (8) hour shift shall be allowed a full half ($\frac{1}{2}$) hour for their meal period which shall not be deemed to be a break in the time worked. In the event the Employer fails to provide time off (for any reason) said employee shall be entitled to receive an additional one-half ($\frac{1}{2}$) hour at the straight time rate for the meal period worked.
- (d) Time off for meals shall be provided between three (3) and five (5) hours from the beginning of the shift.
- (e) Rest breaks and meal periods shall be duty free.
- (f) In each Hotel, the management will designate an individual to see that this section of the Agreement is properly carried out. Employees under this section shall be obligated to cooperate in maintaining sanitary conditions in that section of the hotel where meals are furnished.

SECTION 11. COMBINATION WORK

Where an employee occupies a position which combines two or more classifications of work, then (except as otherwise provided) they shall be paid at the rate of the highest classification provided they work in such highest classification for one and one-half ($1 \frac{1}{2}$) hours or more during any particular shift. But the Hotels may not, by virtue of this rule, evade the hiring of an employee in a higher classification where such an employee in a higher classification would normally be hired, according to the usages of the trade.

SECTION 12. HOLIDAYS AND VACATIONS

12.1 HOLIDAYS

- (a) The following days shall be observed as holidays with pay under this Agreement:

New Year's Day	January 1
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Martin Luther King's Birthday	Third Monday in January
Employee's Birthday	

- (b) Regular and steady extra employees who are not scheduled to work on the aforementioned named holidays shall be entitled to holiday pay at their regular rate of pay provided that said regular and steady extra employees shall have worked their last scheduled shift in the seven (7) calendar days immediately preceding the holiday and their first scheduled shift in the seven (7) calendar days immediately following the holiday. All work performed by regular and steady extra employees on the aforementioned named holidays shall be paid for at double the employee's regular rate of pay. Banquet Department Extras employed on a holiday shall be paid at the straight time rate of pay for the shift worked. Probationary employees shall not be eligible for holiday pay.
- (c) Regular and steady extra employees shall be eligible January 1 of each year for one (1) floating holiday, and July 1 of each year for one (1) floating holiday provided said employee shall have worked at least sixty (60) shifts in the immediately preceding six (6) month calendar period. Said holidays shall be arranged within the following six month calendar period by mutual agreement between the Employer and the employee. The Hotel will notify all employees of the availability of "Floaters" each January and July, but it shall remain the responsibility of the employees to request said days and to determine their eligibility. It is understood that the regular rate of pay shall equal the wage rate for the straight time shift worked on the last day worked immediately preceding the holiday.
- (d) There shall be no pyramiding or layering of premium pay.
- (e) If an eligible employee's (as defined in Section 12 (b)) day off or birthday falls on one of the aforementioned holidays, said employee shall receive one additional day off with pay within a period of two weeks or a day's pay in lieu thereof. It shall be at the Employer's discretion whether or not the individual employee shall receive one additional day off with pay within a period of two weeks or a day's pay in lieu thereof. All employees shall be allowed to request a holiday off with pay according to hotel seniority by classification in

- the room or department as the case may be. Should the Employer choose to use a smaller staff on holidays, the persons with the most seniority shall be given the option of taking the day off with pay.
- (f) If a holiday falls within the employee's vacation period, he shall receive one additional day of vacation with pay or one day's pay in lieu thereof.
 - (g) Holiday pay will commence at 12:00 midnight at the beginning of the holiday and will end at 12:00 midnight at the end of the holiday.

12.2 Vacations

- (a) After a regular employee has been in the service of the Employer for twelve (12) months, the employee shall be entitled to one (1) week's vacation with pay.
- (b) After a regular employee has been in the service of the Employer for twenty-four (24) months, the employee shall be entitled to two (2) weeks' vacation with pay annually as provided hereinafter.
- (c) After a regular employee has been in the service of the Employer for eight (8) years, the employee shall be entitled to three (3) weeks' vacation with pay annually as provided hereinafter.
- (d) After a regular employee has been in the service of the Employer for fifteen (15) years, the employee shall be entitled to four (4) weeks' vacation with pay annually as provided hereinafter.
- (e) Vacation pay shall be computed by dividing the total wages (excluding gratuities) earned by the number of weeks actually worked during the preceding year. (Not intended to change banquet vacation formula in dining room, Section 15.)
- (f) Employees shall be allowed to split their vacation weeks within a year provided that there be only one split of the vacation period to which the employee is entitled. In no case shall the vacation period to which the employee is entitled exceed the vacation provisions as provided for in sub-sections (a) through (d). Employees eligible for three (3) or four (4) weeks of paid vacation may take one of their vacation weeks in the year immediately following, provided that the amount of vacation pay for the deferred week shall be the same as it would have been if the vacation week had not been deferred.
- (g) Employees shall be entitled to one (1) additional week of vacation at their own expense, and the vacation period shall run consecutively with the paid vacation or a portion thereof. Employees shall at the time they bid for their vacation period, inform the Employer of their

request for the additional week of vacation at their own expense. If the request is not made at this time, the additional week shall not be granted.

- (h) Vacations must be taken as paid time off, in weekly increments, and no employee shall be allowed or compelled to work for the Employer during his vacation period.
- (i) Employees in each department and/or room as the case may be shall be given their choice of vacation periods on the basis of their hotel seniority. Once an employee designates his preference for vacation period(s) such vacation shall not be changed without the consent of the Hotel. Once an employee has selected an available vacation period and it has been mutually agreed upon, the Employer agrees it shall not arbitrarily re-schedule the employee's vacation selection. During the months of March and September, the Employer shall give each employee an opportunity to make known his vacation preference for the following 6 month period (April 1-September 30, October 1-March 31). The Employer shall designate the weeks in which vacations may be taken. No later than March 15 or September 15, the vacation schedule for the following six month period shall be posted in each department and/or room as the case may be.
- (j) Vacation pay shall be paid to the employee by separate check during the work week immediately preceding commencement of his vacation.
- (k) Supplemental vacation benefits shall be governed as contained in APPENDIX "F" - Supplemental Vacation Benefit Plan.
- (l) Upon termination of employment, an employee who has passed their probationary period, shall receive vacation pay pro-rated in proportion to the number of weeks worked towards his next anniversary date, according to the schedule listed in Section 12.2 (a), (b) (c) and (d).

SECTION 13. SICK LEAVE

- a) Employees shall earn five (5) days sick leave per year. Any unused sick leave shall be accumulated up to a maximum of thirty (30) days.
- b) CASH OUT: The parties agree to implement a "cash-out" system of unused sick leave as a reward system for employees with good work attendance records. Specifically unused sick leave in excess of thirty (30) days, as of December 31st of each calendar year shall be paid to eligible employees at fifty percent (50%) of their regular rate of pay. For example, an employee with 35 days of accumulated sick leave as

of December 31 would be paid for five (5) days at fifty percent (50%) of his regular rate of pay and as of January 1 would have thirty (30) days in his sick leave "bank".

- c) Any employee having been employed less than one (1) year shall not be eligible for sick leave with pay.
- d) Sick leave pay shall be integrated with Unemployment Compensation, Disability Benefits and Workers Compensation Benefits so that the sum of disability sick leave pay allowable hereunder and the Disability Benefits which can be paid to an employee during a week in which the employee is absent from work for reasons of illness or disability shall not exceed one hundred percent (100%) of the employee's regular weekly take-home pay for said week.
- e) Supplemental sick leave benefits shall be as provided under the Health & Welfare section of this agreement.
- f) In order for sick leave to be paid, the Hotel may request verification of illness or injury for an absence of three (3) or more consecutive working days, or in a case where the employee's history or the circumstances create reasonable doubt as to the validity of the absence.

SECTION 14. LEAVE OF ABSENCE

- (a) An employee who expects to be absent from work for reasons of bona fide illness or pregnancy disability leave shall be granted, upon proper application in writing on a form to be provided by the Employer for that purpose, a Leave of Absence.

An employee may be authorized for other reasons a Leave of Absence upon proper application in writing on a form to be provided by the Employer for that purpose. Said Leave of Absence shall not be more than six (6) months in total duration.

- (b) In the event that an employee on Leave of Absence is unable to return to work because of a verifiable emergency on or before the "Expected Return Date," set forth in the initial application, he may apply for an extension in the following manner: The employee must contact his immediate supervisor or personnel director by phone at least forty-eight (48) hours before his expected return date and request a new return date. If the emergency is not verifiable, and the employee does not return on his "Expected Return Date", the employee may be subject to immediate termination. In no case shall

the initial leave, or any subsequent extensions, exceed a one year period. There shall be only one extension and such extension of a leave of absence shall be at the sole discretion of the Employer.

In the administration of this section, each case shall be handled on an individual basis with past practice not controlling.

(c) An employee on leave of absence shall not be paid or have contributions made on their behalf by the Employer for any day during the period covered by the leave except as defined in Section 1 (c), of the Health & Welfare agreement. Accrued vacation time will at the request of the employee be paid at the start of the leave of absence period.

(d) A leave of absence shall not affect the employee's rights under this Agreement, except as provided for in sub-section (c) above.

(e) An employee on leave of absence may not accept work from another Employer during the period covered by the leave without the express approval of the Employer.

(f) Upon granting the leave of absence, the Employer and the employee shall notify the Union in writing of said leave of absence.

(g) An employee on leave of absence may not apply for Unemployment Compensation benefits during the period covered by the leave.

(h) An employee on leave of absence shall be expected to return to work on or before the "Expected Return Date" set forth in his initial application or any subsequently granted extension. If the employee has been on a Disability or Workers' Compensation leave, such employee may be required to produce proof, before he or she returns to work, that he or she is physically able to return to duty. Upon returning to work, the employee shall be restored to his former position and shift (or equivalent shift) in that weeks' schedule. The employee shall notify the Employer forty-eight (48) hours before returning to work.

Employees returning to work before their "Expected Return Date" shall be returned to their former position and shift (or equivalent shift) at the start of the next succeeding payroll period. These regulations shall be specified to the employee when they take their leave on the Leave of Absence form provided by the Employer.

(i) An employee on leave of absence, except in unusual circumstances who (1) fails to return to work on the "Expected Return Date," without notifying the Employer pursuant to (b) above or (2) accepts

- work from another Employer without the express approval of the Employer, or (3) applies for Unemployment Compensation Benefits, shall be terminated and shall be deemed to have resigned.
- (j) In the event that an employee is elected or appointed to a position of full-time service with the Union, the employee shall continue to retain his seniority during the period of such leave. Upon completion of service in the Union, the employee shall be returned to his former job at the appropriate rate of pay for that position, provided the employee applies for work within sixty (60) calendar days after completion of Union service.
 - (k) Members of the Executive Board of the Union shall be allowed time off work, without pay, to attend scheduled Executive Board meetings upon forty-eight (48) hours notice by the Union to the Employer.
 - (l) Members of the Contract Negotiating Committee shall be allowed time off, without pay, for Negotiating Meetings with the Hotel upon forty-eight (48) hours notice by the Union to the Employer.

SECTION 15. PREGNANCY DISABILITY

Pregnancy disability leaves shall be treated the same as any other disability in accordance with applicable State and/or Federal law.

SECTION 16. MILITARY LEAVE

Military leave shall be treated in accordance with the provisions of the Vietnam Era Veterans Readjustment Assistance Act of 1974.

SECTION 17. JURY DUTY

An employee who is called to jury duty shall be paid by the Employer any difference between the total amount paid including expenses for such service by the government and the employee's lost wages up to a maximum of ten (10) working days straight time wages per contract year as set forth in the attached wage scales. It is understood that such employee shall be released from work to attend to juror responsibilities.

SECTION 18. FUNERAL LEAVE

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted such time off with pay and without loss of benefits, as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regular scheduled

working days. This provision does not apply if the death occurs during the employee's paid vacation, or the employee is on leave of absence, lay-off or sick leave.

For the purposes of this provision, the immediate family shall be restricted to mother, father, brother, sister, spouse or child. At the request of the Employer, the employee shall furnish a death certificate or other documentation and proof of relationship.

In the event of the death of a relative not in the immediate family or a close personal friend, the Employer shall not arbitrarily deny such unpaid time off as is required to attend the funeral.

SECTION 19. SHOP STEWARDS

- (a) The Employer agrees to recognize shop stewards. Shop stewards may discharge their responsibilities during working hours provided that there is no disruption in work and that prior arrangements are made with the immediate supervisor of the steward and the employee contacting the shop steward. Shop stewards may participate in the grievance procedure as set forth in Section 11. It is understood that shop stewards may cross departmental lines.
- (b) No employee with management responsibilities shall be permitted to be a shop steward. 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 Hotel. In order to be recognized as a shop steward, the Union shall notify the Hotel of the names of elected and certified shop stewards.
- (c) The number of shop stewards to be designated at a given Hotel shall be the current number of shop stewards negotiated and agreed to at the signing of the 1980-1983 Collective Bargaining Agreement.
- (d) At the time of hire, the Employer shall inform all employees of their rights to representation by their shop stewards.
- (e) Election of shop stewards shall be conducted on Hotel premises at a site to be selected by the Employer which will be convenient to the affected employees and it is understood that the balloting will be conducted on the employee's own time.

SECTION 20. PAY PERIOD

- (a) Wages of a regular employee shall be paid semi-monthly; provided that should an employee have a personal financial emergency, said employee may, on the seventh (7th) day prior to the established pay

day of the Hotel in which the employee works, apply for and receive an advance on account of said wages. Requests for advances up to three in a calendar year by the same employee shall be granted. Advance requests in excess of three (3) per calendar year shall be at the Employer's sole discretion. If the pay day falls on a holiday, all wages due shall be paid on the preceding business day.

- (b) Wages of extra employees shall be paid immediately upon completion of their work, whenever possible, however, in no event later than twenty-four (24) hours after completion of his work. In the event the employee is not paid within twenty-four (24) hours after the completion of his work, said employee shall be compensated for one (1) hour at the overtime rate as specified in the wage schedule for each business office day of delay thereafter.
- (c) If an employee is laid off or services are terminated, the employee shall be paid at the time the last shift is terminated; an employee not paid as provided above shall be compensated one (1) day's pay for every day said employee reports to the Hotel for pay.

SECTION 21. EQUAL PAY FOR MEN AND WOMEN

- (a) The wage scales shall apply equally to male and female employees.
- (b) Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

SECTION 22. CONSTRUCTION

In the case where these General Rules are qualified by the provisions of the rules and wage schedules of a particular craft, as provided hereinafter, and where there is any inconsistency between these rules and the rules and wage schedules of a particular craft, as provided hereinafter, the rules and wage schedules of the particular craft shall prevail.

SECTION 23. UNIFORMS AND LINEN

- (a) When uniforms are required by the Employer to be worn by the employee as a condition of employment, such a uniform shall be provided and maintained by the Employer. The term "Uniform" shall be defined as wearing apparel and accessories of distinctive design and color.
- (b) All uniforms and linen used by the employees while working shall be cleaned and laundered by the Employer without cost to the employee. Clean uniforms shall be provided for each employee required to wear such.

- (c) Uniformed female employees employed as room cleaners shall have the option of wearing pants or dresses by majority vote. Such option of wearing pants or dresses shall be exercised during the life of this contract only when there is a complete change in style and design. There shall be no individual option.
- (d) Any footwear required by the Employer, other than a black or white shoe, shall be provided and maintained by the Employer at no cost to the employee.
- (e) Extra employees who do not have their linen provided by the Employer shall be paid two dollars (\$2.00) in cash for linen for each shift worked.

SECTION 24. BREAKAGE AND CASH SHORTAGE

No Employer shall make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, loss of equipment or guest property unless it can be shown that the shortage, breakage, loss of equipment or guest property is caused by a dishonest or willful act or by the gross negligence of the employee. However, this shall not preclude the Employer from disciplining employees under this provision for just cause.

SECTION 25. MINIMUM SCALE

The scales of wages in this Agreement are minimum scales and do not prohibit a superior worker from receiving a higher wage.

SECTION 26. SEATS

- (a) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.
- (b) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area, and the employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

SECTION 27. AUTOMATION

- (a) In the event of a reduction of work force by reason of the introduction of new equipment or a change in methods of operation, existing employees, if qualified, shall be retained in such jobs as remain or are created in accordance with their seniority standing.

- (b) The Hotel shall be required to train such employees, if qualified, on Hotel time and expense in the event that training is necessary to qualify them for the operation of new equipment.

SECTION 28. EARLY SHIFT RELEASE

An employee, with the Employer's approval, may voluntarily leave work early, if he so desires, and be paid only for the time actually worked on that shift.

SECTION 29. ADJUSTMENT OF PAY

Any employee earning premium pay over and above those minimum scales established in the wage scales attached hereto shall receive as wage increases under this Agreement the amount by which the minimum rate for the classification in which they are employed is increased.

SECTION 30. MESSAGES

Telephone and other messages received by management of an emergency nature shall be immediately relayed to such employee if on the property. The Employer shall release such employee to attend to such emergency situation.

SECTION 31. ADDITIONAL CLASSIFICATIONS OF WORK

The minimum rate of pay for any classification of work not covered by these rules or wage schedules shall be mutually agreed upon.

SECTION 32. BULLETIN BOARDS

The Union shall have the use of a designated bulletin board of the Hotel for posting official, signed Union notices. Such official Union notices shall be dated at the time of posting and shall remain on the bulletin board no longer than fourteen (14) days.

SECTION 33. UNION BUTTONS

All employees shall be permitted while on duty to wear one (1) official Union button evidencing Union membership.

SECTION 34. JOB DESCRIPTIONS

- (a) Employees shall not be required to perform work which is not customary to their craft.

- (b) It is recognized by the Union that the Employer requires and retains flexibility in changing its operation and attendant duties of employees to respond to the changing standards in the presentation of its product to the public. Therefore, the Employer shall have the right to appropriately adjust its operation(s) and work duties of employees covered by this contract in order to meet the changing standards in the presentation of the Employer's products.
- (c) In the administration of this section, it is recognized that no Employer shall require any employee to work out of their classification, nor to perform duties or work which is not customary to their craft. Further, the provisions of this section shall not operate to reduce the total compensation (including service charges, portage, premiums or any other contractual monetary obligations) of any employee as set forth in the Collective Bargaining Agreement, nor to increase the total work load of an individual employee, if such increase creates an unreasonable workload. Further, should the Union believe that the Employer in the administration of this section has violated the specific terms and conditions of this collective bargaining agreement, the Union shall be free to file a grievance pursuant to Section 11. Grievance Procedure.

SECTION 35. LOST AND FOUND

Upon turning in any lost article, including cash, an Employer shall, at the employees request, issue a receipt uniform to all Hotels covered by this agreement. After ninety (90) days if the owner of the lost article is not determined, the article, may be claimed by the finding employee. If however, the article, including cash, is turned over to the police, the disposition of said found article, including cash, shall be handled in accordance with the provisions of California Civil Code 2080. A receipt of the article disposition shall be issued and a copy given to the affected employee.

SECTION 36. OFF PREMISES WORK

The Employer shall pay all transportation expenses for an employee who is required to perform such services for the Employer "off premises" and such employee's time shall begin to run upon leaving the Hotel and shall continue until completion of the event or return to the Hotel. The rate of pay shall be as set forth in Appendix A.

SECTION 37. LEGAL PLAN

The Employer shall contribute five cents (\$.05) per hour worked in the bargaining unit for the establishment of a plan to provide legal services for employees and their dependents, beginning February 15, 1989. Initially, such monies shall be contributed to an interest-bearing escrow account, in a manner to be agreed upon by the parties. The parties shall, subsequent to the signing of this Agreement, negotiate regarding the use of such monies. These monies may not be used in support of any legal actions against the Employer and/or the Union.

FOOD PREPARATION DEPARTMENT

SECTION 1. CLASSIFICATIONS OF HOTEL RESTAURANT KITCHENS

The kitchens of the _____ Hotel are, for all considerations concerning this Agreement, "Class A" kitchens.

SECTION 2. RELIEF COOKS

A relief cook shall be paid at the rate of pay for each station relieved. However, in no instance shall the cook receive a lower rate of pay than that set forth for All Other Cooks classification.

A relief pantry person shall be paid at the rate of pay for each station relieved in the pantry.

SECTION 3. KITCHEN STATIONS

A station of a kitchen is defined to be a department or subdivision of the activities of the kitchen in charge of a station cook engaged in or supervising the duties of preparing and serving, or preparing a certain class or classes of food.

Only the following are recognized as kitchen stations: pastry station, second cook station, garde manger station, roast station, broiler station, fry station, butcher station, breakfast station, vegetable station, pantry station or combination station (combining any of the foregoing). Each station or combination station shall be in charge of a station cook. Only one station cook shall be recognized at any one such station per day but this shall not prohibit the Employer from hiring additional station cooks if the Employer deems it advisable for the necessary conduct of business.

SECTION 4. CHEF - HEAD COOK

There shall be at least one chef or head cook in each Class "A" and qualified "A" hotel kitchen and so paid.

SECTION 5. CLEANING/CLOSING TIME

- (a) Employees shall schedule their station work in order to allow for a fifteen (15) minute clean-up and restock period. This shall not be interpreted to mean that employees should not perform their normal duties if necessary.
- (b) In those Hotels not serving food on a twenty-four (24) hour basis, a cooks shift shall be scheduled so as to allow the cook thirty (30) minutes before the kitchen closes to clean and close up the station.

SECTION 6. NIGHT CHEF

A night chef (if employed) shall be permitted to act as a station cook at any station of the kitchen or any combination of such stations.

SECTION 7. ALL OTHER COOKS

Cooks of this classification need not be under the supervision of a station cook. They may perform all of the skilled tasks required in the art of cooking. They may be made responsible during their shift for any subdivision of a kitchen station, such as soup, fish, cold meat, salads, carver, etc.

They can be employed at any of the kitchen stations provided that this is not done to avoid payment of a bona fide station cook and/or circumvent the spirit and intent of this agreement.

SECTION 8. APPRENTICES

Employment of apprentices shall be in accordance with the State Apprenticeship Standards Agreement between the Union and the Hotel, and shall be paid the following percentages of the "Station Cooks" rate in Class "A" hotels.

1st 12 months	55%
2nd 12 months	70%
3rd 12 months	90%

Upon successful completion of the Apprenticeship Program, graduates shall be paid 100% of the Station Cook's wage rate, if hired.

Pastry Apprentices:

The following percentages of the first assistant to the Pastry rate for Class "A" hotels:

1st 12 months	55%
2nd 12 months	70%

SECTION 9. GENERAL CLEANING

Employees coming under the jurisdiction of the Food Preparation Department shall not be required to do general cleaning other than the tools of the trade and the necessary cleaning of the immediate station.

SECTION 10. KNIFE SHARPENING

Knife sharpening service of a professional quality shall be made available at least once a month by the Employer for employees required to use knives.

SECTION 11. BEVERAGES

All employees in the Food Preparation Department shall be provided with soft drinks, canned fruit juices or other carbonated non-alcoholic beverages during their shifts. Such beverages shall not be removed from the premises.

SECTION 12. HAZARDOUS SURFACES

Floor covering other than wooden slats (duckboards) shall be provided in all areas of the kitchen that are designated as permanent stations.

SECTION 13. NUMBER OF COOKS

In determining the number of cooks employed, there shall be counted all the employees of the Hotel coming under the jurisdiction of the Food Preparation Department except apprentices.

SECTION 14. NIGHT SHIFT

A shift starting between the hours of 8:00 p.m. of one day and 4:00 a.m. of the following day shall be deemed to be a "Night Shift." The rate for night shift shall be \$2.00 in excess of what the wage would otherwise be, but this wage differential shall not apply in those classifications where the word "night" appears in a definition of the classification or where it is otherwise specifically provided. No shifts shall have a starting time after 12:00 midnight and before 5:00 a.m. except in the case of Bakers.

SECTION 15. SHIFTS

- (a) Eight (8) consecutive hours shall constitute a "Straight Shift". Except as otherwise specifically provided all wage rates established herein are for the Straight Shift.
- (b) Four (4) consecutive hours shall constitute a short shift. The rate for the short shift shall be one-half ($\frac{1}{2}$) the straight shift, plus \$1.00. Not less than one-half day's work shall be provided for anyone called to work. Employees working not in excess of four (4) hours per day shall be permitted to work six (6) days.

- (c) No regular or relief employee shall be required to return to work for twelve (12) hours after the expiration of their normal shift, except in cases of changes in permanent shift or in cases of emergency. If a Hotel violates this paragraph, the employee shall be paid an extra \$2.00 in addition to his daily wage.

SECTION 16. MEALS

Employees working the half shift (4 hours) shall be entitled to one meal per shift and those working a full shift (8 hours) shall be entitled to three (3) meals per shift, one of which shall be on paid time.

DINING ROOM

SECTION 1. SCHEDULING OF DAYS OFF AND SHIFTS

The following provision shall apply to all workers in the Dining Room Department except banquet personnel.

Employees shall have preference for work schedules, including days off, as established by the Employer based upon seniority. Thirty (30) days after the signing of this agreement, there shall be bidding within each classification and on May 1 and November 1 of each year thereafter for work schedules including days off as established by the Employer on the basis of seniority.

Food servers working the majority of their shift after 12 midnight and before 6 a.m. shall receive at least eight (8) hours pay.

SECTION 2. BUS PERSON

Any bus person who regularly performs the duties of food server shall be classified as food server. In a restaurant or room service (where a room service food server is on duty) the food server shall serve all orders and may take orders. Bus persons may only assist.

SECTION 3. BANQUETS

- (a) A banquet shall be deemed to be any sit-down function which has been regarded and paid at the banquet rate according to the custom and usage of the trade.
- (b) Banquet food servers shall not be required to set up more than the number assigned to them to serve, nor shall they be required to clear off more than the number given them to serve.

SECTION 4. COMBINATION SERVICE

- (a) A regular food server or bus person shall not be required to serve at a banquet except in an emergency. When such food server or bus person is required to work at a banquet, he or she shall be paid at the rate of the shift actually worked, in addition to the regular banquet rate.
- (b) When banquet or a la carte food servers are required, the Union shall be notified at least forty-eight (48) hours in advance, unless the fact that such food servers would be required was not known to the Hotel forty-eight (48) hours in advance. In the hiring of extra food servers for banquets or a la carte, the Hotel shall designate the number of food servers needed and the Union shall then furnish crews of extra food servers available.

- (c) If a regular dining facility is used during normal operating hours for a banquet function, the regularly scheduled crew shall work that function with additional crew, if needed, drawn from the banquet department.
- (d) If banquet servers or bus persons, after the completion of their assigned function, are transferred to a dining room for a la carte service in addition to the banquet rate, they shall be paid at the rate of the shift actually worked in the dining room.

SECTION 5. BANQUET SHIFTS, COVERS, OVERAGES

- (a) The shift for breakfast, lunch or tea banquets shall be three (3) hours or less. The shift for dinner or supper banquets shall be four (4) hours or less.
- (b) Breakfast, Luncheon and Tea. (Before 4 p.m.) A food server shall not be required to serve more than twenty (20) persons at a particular function. When a food server is required to serve over twenty (20) persons the pay shall be ninety cents (.90) per each additional person; one dollar (\$1.00.) per each additional person effective November 1, 1986; one dollar and ten cents (\$1.10) per each additional person effective November 1, 1987; and one dollar and twenty cents (\$1.20) per each additional person effective November 1, 1988, in addition to the established wages.
- (c) Dinner Banquets. A food server shall not be required to serve more than fifteen (15) persons at a particular function. When a food server is required to serve over fifteen (15) persons the pay shall be one dollar (\$1.00) per each additional person; one dollar and ten cents (\$1.10.) per each additional person effective November 1, 1986; one dollar and twenty cents (\$1.20) per each additional person effective November 1, 1987; and one dollar and thirty cents (\$1.30) per each additional person effective November 1, 1988; in addition to the established wages.
- (d) Supper Parties. (Beginning after 9:00 p.m. and before 4:00 a.m.) A food server shall not be required to serve more than sixteen (16) persons at a particular function. When a food server is required to serve over sixteen (16) persons, the pay shall be one dollar (\$1.00) per each additional person; one dollar and ten cents (\$1.10.) per each additional person effective November 1, 1986; one dollar and twenty cents (\$1.20) per each additional person effective November 1, 1987; and one dollar and thirty cents (\$1.30) per each additional person effective November 1, 1988; in addition to the established wages.

SECTION 6. TRAY STAND

There shall be at least one (1) tray stand for each two (2) food servers.

SECTION 7. ROTATION OF STATIONS

Work stations within a room shall be assigned to servers on a rotational basis. Work stations shall be assigned to bus persons in order to assure a fair distribution of the workload.

SECTION 8. ROTATION OF PARTIES

All guest parties shall be seated in a rotational order so as to insure a fair distribution of the work load, consistent with guest preference and table availability.

SECTION 9. BANQUET SERVICE CHARGE/GRATUITIES

- (a) **Banquets.** In arranging all banquets (a banquet shall be deemed to be any sit-down function which has been defined and paid at the banquet rate according to the custom and usage of the trade) the Employer guarantees that fifteen percent (15%) of the total food and/or beverage charge shall be distributed as follows:

75% to food servers and bus persons serving the banquet; the Employer shall be responsible for and shall guarantee the distribution of said seventy-five percent (75%);

25% to head waiters, head waitresses, captains, maitre's d' and others.

- (b) Each banquet check given to the engager for signature shall provide a place for indicating the total amount of the service charge and for verification thereof by the engager or guest authorized to sign the check. Each banquet check shall so specify the total amount of the service charge.
- (c) **Buffets and Receptions.** Seventy-five percent (75%) of the total gratuity received and shown on the check as required in (b) above, regardless of how it is specified by guest or engager, shall be distributed to food servers, bus persons working the buffet or reception and the remaining twenty-five percent (25%) shall be distributed to head waiter, head waitresses, captain, maitre d' and others. The Employer shall be responsible for and shall guarantee the distribution of all buffet and reception gratuities in accordance with this rule.
- (d) **Cocktail Parties.** Seventy-five per cent (75%) of any gratuity left shall be allocated for distribution on an equal basis to the persons

actually working the party in the room. Twenty-five percent (25%) of the gratuity shall be allocated to head waiter, head waitress, captain, maitre d' and others.

- (e) The Employer shall notify the engager of the buffet, reception or cocktail party that a gratuity of 15% of the food and beverage portion of the bill is suggested.

SECTION 9.1 RECORDS

- (a) All gratuities for food servers and bus person shall be forwarded by the Employer to the Union on a weekly basis, but in no event later than two (2) weeks following said function by name, together with the following information: The total amount of the check, the total gratuity, the name of the function and the engager, the date, the check number, and the names of the employees working the function. The Employer shall post the function sheets, but said function sheets shall not include specific prices for individual items or the name or telephone number of the engager's contact.
- (b) The Employer shall be responsible for maintaining and shall require that its auditing department maintain complete records of all banquets given; including all gratuities and/or service charges received or distributed and the actual banquet checks. Such records for each banquet shall be kept for at least one year, and all such records shall be made available to the Union upon request at any time during business hours. It is understood that in making such request for said banquet information, that the Union must specify the specific function for which information is requested. Should the Employer fail or refuse to furnish the Union with the records as provided herein, the Union shall then make such request in writing to the Hotel. A penalty in the amount equal to ten percent (10%) of the service charges shall be added and charged to the Employer for each week or fraction thereof after the elapse of a ten (10) day period for which the Employer has refused or failed to make available such records to the Union as required herein.
- (c) Once every thirty (30) days, the Hotel shall send the Union a list of the functions (banquets, cocktail parties, receptions). The list shall be by name of function only.

No function sheets would be mailed to the Union: however, function sheets shall be posted at the Hotel until the day following the function with the customer name, address, phone number, as well as the price for the individual items and other confidential information deleted.

The Union agrees that no contact would be made with the engager unless done on a mutual basis, i.e., the Hotel and Union jointly contact the engager.

The thirty day list of functions is used on a confidential basis by the Union.

- (d) There shall be a new "Tip Distribution Sheet" which is attached hereto as APPENDIX "G" - Tip Distribution Sheet.

SECTION 10. GRATUITIES

- (a) No employee shall be required to contribute to the head food server, captain or hostess/host or any other employee covered by these craft rules except where such person assists in the service to the guests.
- (b) Food servers shall tip bus persons in accordance with the custom and tradition of the trade.
- (c) At the next printing of checks and menus, all checks and menus not carrying an automatic service charge shall be printed with words "Gratuity Not Included."
- (d) A 15% service charge shall be added to all food and beverage portions of pre-sold tours.
- (e) All charged tips, exclusive of tours shall be paid in cash to the server at the completion of their shift.
- (f) For all Hotels with point of sale accounting systems each food and beverage server shall be provided, in writing, with the total dollar amount of sales handled by the server, and the total charged gratuities paid to that server. Such information shall be provided on a biweekly basis or on another interval if proposed by the Employer and agreed by the Union.

SECTION 11. NEW YEAR'S EVE

- (a) For New Year's Eve dinners, extra food servers shall be paid in accordance with the wage schedules for a shift of seven (7) hours. Regular and relief food servers and bus persons working on New Year's Eve dinners shall be paid in accordance with the wage schedules as contained in this agreement.
- (b) **Ticket Sales.** Per Arbitrator Staudohar's clarification dated July 20, 1981.

SECTION 12. SCRUB CAPTAIN

A scrub captain is one who is hired in addition to the regular banquet crew, due to unexpected increase in the number of customers at a banquet. A scrub captain oversees directing several banquet personnel and may work part of a station and will participate in the 25% portion of the gratuity only.

The rate for scrub captain shall be as set forth in the wage schedule.

SECTION 13. DUTIES, SERVERS

Food servers shall not be required or permitted to sweep or to do work of dishwashers, housepersons or porters, except in cases of emergency.

SECTION 14. CASH SHORTAGES - MISSING CHECKS

- (a) An employee working in the capacity of a food and /or beverage server and who serves a guest or patron of the Hotel shall not be held responsible for a failure of such guest or patron to pay the amount of the meal or beverage check, unless such employee shall have neglected to notify the management of such failure within ten (10) minutes after the employee's knowledge thereof. In connection with meal checks, no losses or penalties shall be charged except in accordance with this rule, nor shall any punishment or discharge be imposed.

No food server shall be held financially responsible for any losses due to use of credit cards, nor shall any form of punishment or discharge be imposed for any such loss.

- (b) Any missing checks shall be brought to the attention of the server, cashier or captain to whom they were issued within two (2) of the employee's working days. If any such missing checks are not brought to the attention of the server, cashier or captain within said time period, the employee shall not be disciplined on the basis of such missing check (s). Such an employee may examine the checks for the day in question if the employee requests to do so immediately after being notified by the Employer that a check is missing.

SECTION 15. VACATION FOR EXTRAS AND STEADY EXTRA BANQUET PERSONNEL

- (a) After one (1) year of continuous service with a particular Hotel and provided said extra and/or steady extra banquet server has earned eight hundred dollars (\$800.00) or more, exclusive of overtime,

gratuities and/or service charges, the affected individual shall be entitled to two percent (2%) of the total wages, including overtime, as vacation pay.

- (b) For extra and/or steady extra banquet personnel, after two (2) years of continuous service with a particular Hotel, and provided said extra and/or steady extra banquet server has earned eight hundred dollars (\$800.00) or more, exclusive of overtime, gratuities and/or service charges, the affected individual shall be entitled to four percent (4%) of the total wages, including overtime, as vacation pay.
- (c) For extra and/or steady extra banquet personnel, after ten (10) years of continuous service with a particular Hotel, and provided said extra and/or steady extra banquet server has earned eight hundred dollars (\$800.00) or more, exclusive of overtime, gratuities and/or service charges, the affected individual shall be entitled to six percent (6%) of the total wages, including overtime, as vacation pay.

SECTION 16. STOOLS, CHAIRS

- (a) Cashiers, food checkers, and/or room service order takers confined to a small work area and who are required to stand in the performance of their duties shall be provided with suitable stools and/or chairs for their use.
- (b) The Hotel shall provide cashiers with efficient, functioning equipment to work with and shall maintain all equipment.

SECTION 17. ROOM SERVICE

- (a) Order Distribution. In all Class "A" hotels where the Hotel itself provides room service, all food and beverage orders ordered from the room service menu and delivered to hotel guest sleeping rooms and suites shall be served by room service.
- (b) Order distribution to servers shall be equitable by rotation.
- (c) All complimentary, promotional, billed gift orders and orders for hotel staff shall be compensated in accordance with the past practice in effect on the date of the signing of this agreement at the individual Hotel.
- (d) There shall be a separate check issued for each room service order.
- (e) Room service food servers shall tip bus persons in accordance with the tradition of the trade.

- (f) Records of the distribution of catering and hospitality orders and gratuities shall be retained for a period of one year and shall be made available to Room Service employees upon request during office hours.

SECTION 18. STEADY EXTRA BANQUET FOOD SERVERS

- (a) The parties in each Hotel shall reach agreement on the maximum number of steady extra banquet food servers.
- (b) Each Hotel Employer and the Union shall meet upon request of either party to negotiate the rotational practice of steady extra banquet food servers. Pending such negotiations, the current practice in effect on the date of signing of this agreement at each Hotel shall remain in effect.

SECTION 19. STEADY EXTRA BANQUET SERVERS OVERTIME RATE

- (a) Effective on signing of this Agreement, the overtime rate for steady extra banquet food servers shall be \$10.73 per hour or fraction thereof.
- (b) Effective one year from signing the overtime rate for steady extra banquet food servers shall be \$10.88 per hour or fraction thereof.
- (c) Effective two years from signing, the overtime rate for steady extra banquet food servers shall be \$11.03 per hour or fraction thereof.

SECTION 20. EXTRA EMPLOYEES

The rates of pay for all classes of employees listed in the following schedule are applicable to regular employees only, excluding banquets. To obtain the rate applicable to extra employees, add ninety (90) cents for a one (1) meal shift, one dollar fifteen cents (\$1.15) for a two meal shift, and one dollar forty (\$1.40) cents for an eight (8) hour shift or split shift.

SECTION 21. MEALS

Employees within these crafts shall be entitled to one (1) meal on a three (3) hour shift; two (2) meals on a six (6) hour shift; and three (3) meals on an eight (8) hour shift, one of which shall be on paid time.

SECTION 22. NIGHT SHIFT

Where an employee worked the one-meal shift commencing at or after 8:00 p.m., the rate shall be one dollar (\$1.00) in excess of the rate shown in the wage schedule.

BEVERAGE DEPARTMENT

SECTION 1. SHIFTS

- (a) Bartenders working eight (8) hours shall be paid in accordance with the wage schedules attached hereto.
- (b) Bartenders working a shift of four (4) hours or less shall be paid in accordance with the wage schedule attached hereto. No front or service bartender shall be employed on a four (4) hour shift ending after 10:00 p.m.
- (c) Banquet bartenders working a shift of four (4) hours or less shall be paid in accordance with the wage schedule attached hereto.
- (d) On New Year's Eve bartenders shall be paid in accordance with the wage schedule attached hereto.

SECTION 2. BANQUETS AND SPECIAL OCCASIONS, ETC.

- (a) One (1) bartender shall be provided for every fifteen (15) feet of bar length.
- (b) At no time shall a bartender in this classification receive less than provided in the wage scale for any shift. After four (4) hours, the overtime rate applies. For any shift starting after 8:00 p.m. the rate shall be as provided in the wage scale until midnight; thereafter the overtime rate shall apply.
- (c) The Employer shall have a bartender for all parties which have twenty-five (25) or more persons in attendance, except where the engager requests the services of bartender for parties of less than twenty-five (25) persons.

SECTION 3. HEAD BARTENDERS

Head bartenders are subject to all work rules governing bartenders and shall be paid in accordance with the wage schedule attached hereto.

SECTION 4. SERVICE BARTENDERS

- (a) A service bartender shall be defined as a bartender who serves exclusively other servers during the course of a shift and shall be paid in accordance with the wage schedule attached hereto.
- (b) Bartenders who during the course of shift serve both customers and servers shall not be considered working a combination job.

SECTION 5. BARTENDER STATIONS

Operation of a wine, beer and non-alcoholic station in the banquet department and/or room service department function shall not require a bartender.

SECTION 6. GRATUITY DISTRIBUTION

- (a) Buffets, Receptions. Seventy-five percent (75%) of the total gratuity received and shown on the check, regardless of how it is specified by guest or engager, shall be distributed to banquet bartenders, banquet bar attendants, food servers, bus persons working the buffet or reception, and the remaining twenty-five percent (25%) shall be distributed to head waiter, head waitress, captain, maitre d' and others. The Employer shall be responsible for and shall guarantee the distribution of all buffet and reception gratuities in accordance with this rule.
- (b) Cocktail Parties. Seventy-five percent of any gratuity left shall be allocated for distribution on an equal basis to the persons actually working the party in the room. Twenty-five percent (25%) of the gratuity shall be allocated to head waiter, head waitress, captain, maitre d', and others.
- (c) The Employer shall notify the engager of the buffet, reception or cocktail party that a gratuity of 15% of the food and beverage portion of the bill is suggested.
- (d) The Employer shall maintain a record, and shall also require any of its supervisory or executive employees to maintain a record of any gratuities paid and received either by the Employer or by any supervisory or executive employee as the case may be, together with any instructions specified in writing by the person giving the gratuity; and this information, together with the occasion, the date and room where served, the name of the engager, the total sales and the distribution of the gratuity if any shall be disclosed to the Union upon request. The Employer shall, in the administration of this section, clearly identify the function in the reports submitted to the Union. The Employer shall post the function sheets, but said function sheets shall not include specific prices for individual items or the name or telephone number of the engager's contact. It is understood that in making such request for said banquet information that the Union must specify the specific function by name for which information is requested.

- (e) Once every thirty (30) days, the Hotel shall send the Union a list of the functions (banquets, cocktail parties, receptions). The list shall be by name of function only. No function sheets will be mailed to the Union: however, function sheets shall be posted at the Hotel until the day following the function with the customer name, address, phone number, as well as the price for the individual items and other confidential information deleted.

The Union agrees that no contact will be made with the engager unless done on a mutual basis, i.e., the Hotel and Union jointly contact the engager.

The thirty (30) day list will be used on a confidential basis by the Union.

- (f) There shall be a new "Tip Distribution Sheet" which is attached hereto as Appendix "G".
- (g) All gratuities for extra employees shall be mailed or delivered to the Union within fourteen (14) calendar days from the day work was performed. Any gratuity not so received by an employee shall be increased by one (1) hour's pay at the banquet rate for each day of violation of this provision beyond said fourteen (14) day period.

SECTION 7. BANQUET TICKET SALES

- (a) A banquet shall be deemed to be any sit down function which has been regarded and paid at the banquet rate according to the custom and usage of the trade.
- (b) Ticket Sales. Per Arbitrator Staudohar's Clarification Award dated July 20, 1981.

SECTION 8. SENIORITY FOR JOB VACANCIES

When vacancies occur, the seniority of all employees in the department shall apply for work schedules, including days off and stations.

SECTION 9. VACATION PAY - STEADY EXTRAS

Steady extra employees shall be entitled to vacation pay. Vacation pay for steady extra employees shall be paid on the basis of the actual days per week worked during the preceding year.

SECTION 10. STEADY EXTRA BANQUET BARTENDERS/ BAR ATTENDANTS

- (a) The parties in each hotel shall reach an agreement on the numbers of Steady Extra Banquet Bartenders/Bar Attendants. Names of steady extras shall be on record at the Union.
- (b) Each hotel Employer and the Union shall meet upon request of either party to negotiate the rotational practice of steady extra banquet bartenders. Pending such negotiations, the current practice in effect on the date of signing of this agreement at each hotel shall remain in effect.

SECTION 11. BAR ATTENDANTS

Bar attendants shall be assigned appropriate work as helpers and assistants to bartenders.

SECTION 12. APPRENTICES

Employment of apprentices shall be in accordance with the standards and provisions of the San Francisco Bartenders Joint Apprenticeship Committee.

SECTION 13. MEALS

- (a) Any employee working a four (4) hour shift or longer shall receive one (1) meal or fifty cents (\$0.50) in lieu thereof in establishments where no food is served to employees by the management.
- (b) In those hotels which furnish meals to employees, a bartender who is scheduled to work eight (8) hours shall receive two (2) meals per day; the first meal to be eaten before the shift commences and the second meal during the course of the shift which shall be on paid time.

STEWARDS DEPARTMENT

SECTION 1. UNIFORMS AND LINEN

- (a) The Employer shall furnish, launder and maintain, at no expense to the employee, a uniform which shall consist of an apron, pants and jacket or cook's shirt for men, and an apron, pants and/or smock for women.
- (b) Gloves of the appropriate kind and water-repellent aprons shall be furnished by the Employer to each employee performing a job classification which requires the wearing of gloves and/or aprons.
- (c) If the Employer does not furnish an employee with such uniform daily, or fails to provide the appropriate gloves or water-repellent apron when required, the employee so affected shall receive seventy-five (75) cents per day in addition to the daily wages where the job classification requires such usage.

SECTION 2. COMBINATION BUS PERSON AND DISHWASHER

Full shift \$2.50 in addition to the regular scale.

Half shift \$2.00 in addition to the regular scale.

SECTION 3. SENIORITY

The departmental seniority of all employees within the entire department shall govern in applying the provisions of Section 5. Seniority of the General Rules, anything in said section to the contrary notwithstanding.

SECTION 4. BANQUETS AND SPECIAL PARTIES

Extra Stewards Department employees where needed shall be employed for banquets and special parties.

SECTION 5. SOAP

The Employer agrees to supply kitchen workers with a brand of soap for dishwashing that is approved by the standard set by the California State Department of Public Health.

SECTION 6. FLOORING

The Employer shall provide and maintain appropriate anti-skid surfaces including rubber mats where appropriate in areas where skid hazards exist.

SECTION 7. UPGRADING

Consistent with the provisions of the terms of this Agreement, employees of the Stewards Department shall be given equal consideration to be upgraded when openings become available within the establishment where they are employed.

SECTION 8. COMBINATION WORK

A person performing duties combining two or more of the classifications within the Stewards Department and working a shift of eight (8) hours or more shall be paid \$2.50 per day in addition to the rate of pay for the shift as set forth in the wage scales. A person performing duties combining two or more of the classifications in the Stewards Department for four (4) hours or less shall receive \$2.00 in addition to the rate of pay for the shift as specified in the wage scale.

SECTION 9. DISH-UP

Any employee called upon to place food on a plate or otherwise assist a cook for banquets shall be paid \$2.50 per day in addition to the rate for the shift as specified in the wage scales.

SECTION 10. MEALS

- (a) Employees working full shifts (8 hours) shall be entitled to three (3) meals per shift or \$1.00 per meal in addition to wage rates, one of which shall be on paid time.
- (b) Employees working shifts of four (4) hours or less than six (6) hours per day shall be entitled to two (2) meals per shift or \$1.00 per meal in addition to wages.

SECTION 11. SCHEDULING

Employees shall have preference for work schedules, including days off, as established by the Employer based upon seniority. Thirty (30) days after the signing of this agreement, there shall be bidding within each classification and on May 1 and November 1 of each year thereafter for work schedules including days off as established by the Employer on the basis of seniority.

SECTION 12. SHIFTS

- (a) There shall be no split shifts.
- (b) No employee shall be required to return to work for ten (10) hours after the expiration of their normal shift, except in cases of change of

permanent shift or in cases of emergency. If a hotel violates this paragraph, the employee shall be paid an extra \$2.00 in addition to the daily wage.

SECTION 13. EXTRA EMPLOYEES

Extra Stewards Department employees shall receive one dollar twenty-five cents (\$1.25) in addition to their regular wages for a full shift and one dollar (\$1.00) in addition to their regular wages for a short shift.

SECTION 14. GREASE TRAPS

The cleaning of grease traps shall be done in accordance with the past practices as of June 30, 1980, at the individual hotels.

SECTION 15. NIGHT SHIFT

A shift starting between the hours of 7:00 p.m. of one day and 4:00 a.m. of the following day shall be deemed to be a "Night Shift." The rate for the night shift shall be one dollar fifty cents (\$1.50) in excess of what the wages would otherwise be but this wage differential shall not apply in those classifications where the word "night" appears in the definition of the classification, or where it is otherwise specifically provided.

HOTEL SERVICE DEPARTMENT

SECTION 1. DEFINITION OF WORK - BELLPERSON

(a) COMBINATION BELL-ELEVATOR PERSON

Where there is but one employee working a full shift whose duties are confined to operating an elevator and performing the duties of bellperson, such employee shall be classed as a Combination Bell-Elevator person.

(b) BELLPERSONS

- (1.) Bellpersons may relieve desk clerks for meal periods or in case of an emergency. Bellpersons required to work three or more meal period reliefs in one shift shall be paid the combination bell-elevator rate. Where Bellpersons are required on any day by the Employer or their representative to operate a switchboard, they shall be paid the combination bell-elevator rate for such day. This rule shall not apply in the event of an emergency or during relief periods. However, by virtue of this provision, a hotel may not evade the hiring of a full-time telephone and service center operator. In Class "A" hotels the morning shift bellperson and the afternoon shift bellperson shall not be responsible for making up bulletin boards except for emergency adjustments. When no houseperson is on duty and a bellperson is required to place a cot in a room, he shall receive one dollar (\$1.00) for each cot so placed.
- (2.) The primary duty of a bellperson is to room guests with luggage and check out guests with luggage.
- (3.) Effective November 1, 1986, for tours booked after said date, in conjunction with tours as defined herein, bellpersons shall receive \$1.10 per piece of baggage as a service charge both in and out of the hotel. Effective November 1, 1987, in conjunction with tours as defined herein, bellpersons shall receive \$1.20 per piece of baggage as a service charge both in and out of the hotel. Effective November 1, 1988, in conjunction with tours as defined herein, bellpersons shall receive \$1.30 per piece of baggage as a service charge both in and out of the hotel. A tour is defined as a pre-arranged movement pursuant to a written agreement sold at least forty-eight (48) hours in advance of the arrival date or time where the provision for baggage or luggage handling is specified in the written agreement.

(4.) When a group arrives by bus at a hotel that is not a pre-arranged tour as defined herein, a management representative in conjunction with the Bell Captain or Bellperson where appropriate, shall ascertain if the guests desire to have their baggage handled in the established manner for tours. If the group desires to be handled in the established manner for tours, the baggage handling rates provided in paragraph (3) above shall apply for arrival handling only and departure if the group so desires. If the group does not want to be handled in the established manner for tours, the Bellpersons will be notified that the guests will be handled in the same manner as individual check-ins.

(a) When a bellperson is required to wait for tour arrivals such waiting time shall be counted as time worked.

SECTION 2. ROOM CLEANERS

(a) Room cleaners shall not be required to perform houseperson's or janitor's duties.

(b) 1. Effective with the signing of this Agreement, a room cleaner or bed maker in Class "A" hotels (as set forth in Section 4 herein) shall not be required to clean more than 15 rooms during an eight (8) hour shift.

2. When a room cleaner asks to be excused from completing a room assigned, the hotel shall fairly and reasonably investigate his or her explanation before denying his or her request. Whenever such a failure is not excused, the room cleaner involved shall be furnished with a written statement of the hotel's reasons.

3. When a room cleaner is assigned to eight (8) or more checkouts per day, the daily room assignment shall be reduced by one (1) room. The hotel agrees to discuss with the Union, upon request, any concerns about room cleaners work load.

(c) Whenever a room cleaner in a Class "A" hotel is required to make up three (3) cots on the shift, one room shall be credited toward the daily room assignment. Room assignments shall be reduced by one room whenever a room cleaner makes up a VIP or "special attention" room. VIP or "special attention" room shall mean a standard of cleaning in excess of that standard normally required by the hotel in question.

- (d) Sufficient linen shall be supplied to the room cleaner on the respective station. Proper equipment and cleaning materials shall be supplied to the room cleaner.
- (e) Room cleaners shall not be required to transport bulk linen from the laundry or main linen storage room to restock the respective floor stations, nor shall room cleaners be required to leave their floors for linen.
- (f) Room Cleaners, while cleaning rooms, may be required to remove room service trays from the guest room to the hall immediately outside the rooms.
- (g) Room cleaners shall not be required to perform work which requires the standing upon chairs, stools, ladders, bathtubs, vanities, or any other items.
- (h) When vacancies occur, the seniority of all employees in the classification of Room Cleaner shall apply for shifts and sections. This shall not apply to hotels where assignments are not based on sections.
- (i) The current practice at individual hotels shall continue to be observed regarding employees working behind closed doors.
- (j) When a room cleaner is required to train another room cleaner(s), the room cleaner required to do the training shall not be assigned any rooms to clean.
- (k) Unsanitary rooms. When a room cleaner has an extremely dirty room, the room cleaner shall immediately notify a designated supervisor and the individual and the hotel shall attempt to reach a mutually acceptable resolution, such as the supplying of additional help, reduction of one room or other mutually acceptable solution.
- (l) Room Cleaners shall not be required or permitted to perform janitorial or maintenance duties including, but not limited to wall washing, cleaning venetian blinds, hanging curtains or draperies, window cleaning, cleaning public rest rooms or outside sweeping. Room cleaners may still be required to damp-dust venetian blinds.
- (m) Parlor cleaners shall receive the same wage as room cleaners.

SECTION 3. NIGHT SHIFT

- (a) A shift starting between the hours of 7:00 p.m. of one day and 5:00 a.m. of the following day shall be deemed to be a "night shift." The rate for night shift shall be one dollar seventy-five cents (\$1.75) in

excess of what the wages would otherwise be, but this wage differential shall not apply to those classifications where the word "night" appears in the definition of the classification or where it is otherwise specifically provided.

- (b) Employees working a major portion of their shift between the hours of 6:00 p.m. and midnight shall receive fifteen cents (\$0.15) per hour in addition to their regular rate of pay for each hour worked between the hours of 6:00 p.m. and midnight, with a maximum of ninety cents (\$0.90).

Employees receiving the "night shift" differential of one dollar seventy-five cents (\$1.75) as provided for in subsection (a) of this section shall not be entitled to the above provision.

SECTION 4. CLASSIFICATION OF HOTEL:

The _____ Hotel shall be classified as a Class A Hotel for all and any purposes pertaining to this contract.

SECTION 5. MEALS

- (a) For Class "A" hotels with in-house staff food facilities Hotel Service Department employees shall be granted one (1) free meal for each eight (8) hour shift worked.

SECTION 6. INSPECTRESS

Inspectresses shall not make beds, except in the event of an emergency.

SECTION 7. TELEPHONE OPERATORS

- a) The primary duties of telephone operators shall be to answer and direct calls and to take messages.
- b) The Employer shall train all operators and provide clear instructions on proper and safe procedures to follow during any emergency.
- c) The employer shall provide a well-ventilated, safe and comfortable work area for operators.

In witness thereof the parties hereto affix their signatures in full and complete agreement.

FOR THE HOTEL:

General Manager

FOR THE UNION:

Sherri Chiesa, President
Hotel Employees &
Restaurant Employees
Union, Local 2

APPENDIX "A"

CLASS "A" HOTELS	8/14/86	8/14/87	8/14/88
Sous Chef (if employed)	\$111.29	\$114.09	\$116.89
Night Chef (if employed)	101.51	104.31	107.11
Banquet Chef (if employed)	101.51	104.31	107.11
Second Cook	101.62	104.42	107.22
Garde Manger/Station Cook	97.61	100.41	103.21
Butcher Station Cook	97.61	100.41	103.21
Roast Station Cook	97.61	100.41	103.21
Broiler Station Cook	97.61	100.41	103.21
Fry Station Cook	97.61	100.41	103.21
All Other Cooks, except as provided herein	90.16	92.96	95.76
Head Pantry (one to a hotel)	85.31	88.11	90.91
All Other Pantry	77.36	80.16	82.96
Help Kitchen Cooks	76.07	78.87	81.67
Pastry Chef	111.29	114.09	116.89
First Assistant to Pastry Chef	97.61	100.41	103.21
Head Baker	97.61	100.41	103.21
Baker	94.98	97.78	100.58
Assistant to Pastry	89.39	92.19	94.99
All Assistants to Baker except as provided herein	86.51	89.31	92.11
EXTRAS			
Extra Cook	91.73	94.53	97.33
Extra Pantry	78.69	81.49	84.29
QUALIFIED CLASS "A"			
HOTELS			
Second Cook	97.87	100.67	103.47
All Other Cooks, Butchers except			
Night Cooks	91.18	93.98	96.78
Night Cook	97.87	100.67	103.47
Assistant Cook	74.85	77.65	80.45
First Pantry	85.29	88.09	90.89
All Other Pantry	66.11	68.91	71.71
Chicken and Fish Butcher	78.02	80.82	83.62

* Assistant Cooks to be eliminated by attrition

CLASS "A" HOTELS	8/14/86	8/14/87	8/14/88
Food Servers			
8 hours within 11	\$49.16	\$50.36	\$51.56
8 hours within 8	47.55	48.75	49.95
6 hours straight	38.16	39.06	39.96
6 hour shift within 9 hours	40.92	41.82	42.72
3 hour shift	26.20	26.65	27.10
Food Servers who act as their own cashiers	\$0.10/hr	\$0.10/hr	\$0.05/hr
Bus Persons			
8 hours within 11	50.76	53.56	56.36
8 hours within 8	49.15	51.95	54.75
6 hours straight	39.36	41.46	43.56
6 hour shift within 9 hours	42.12	44.22	46.32
3 hour shift	26.80	27.85	28.90
Banquet Food Servers			
Breakfast, Lunch, Tea	26.69	27.14	27.59
Dinner	33.60	34.20	34.80
Supper	37.86	38.46	39.06
New Year's Eve Dinner			
Extra Food Server - 7 hour shift	59.20	60.25	61.30
Regular Food Servers (in addition to the regular rate)	4.00	4.15	4.30
New Year's Eve Overtime Regular & Extra Food Servers	11.85	12.00	12.15
Bus Persons (in addition to regular rate)	4.20	4.55	4.90
Checkers			
8 hours within 11	69.47	72.27	75.07
8 hours within 8	69.26	72.06	74.86
2 meal shift	55.58	57.68	59.78
1 meal shift	34.86	36.26	37.66
Cashiers			
8 hours within 11	65.81	69.41	72.61
8 hours within 8	65.32	68.92	72.12
2 meal shift	51.21	53.91	56.31
1 meal shift	31.78	33.58	35.18

CLASS "A" HOTELS	8/14/86	8/14/87	8/14/88
Fountain, Counter and Supply			
Men and Women			
8 hours within 11	\$65.28	\$68.08	\$70.88
8 hours within 8	65.27	68.07	70.87
2 meal shift	50.79	52.89	54.99
1 meal shift	30.58	31.98	33.38
Food & Beverage Order Taker			
Room Service			
8 hours within 8	62.41	66.01	69.21
Service Fountain Men and Women			
8 hours within 11	67.56	70.36	73.16
8 hours within 8	67.40	70.20	73.00
6 hour straight	52.79	54.89	56.99
Carvers, Salad or Sandwich			
Men and Women			
(when they directly serve the public)			
8 hours within 11	69.93	72.73	75.53
8 hours within 8	69.46	72.26	75.06
2 meal shift	55.58	58.38	61.18
1 meal shift	32.44	33.84	35.24
Combination Cashier and Food Checker			
8 hours within 11	76.22	79.02	81.82
8 hours within 8	76.36	79.16	81.96
4 hours or less straight	45.01	46.41	47.81
Head Waiters, Head Waitresses, Captains or Hostesses,			
in charge of individual Rooms or Room Service			
8 hours within 11	85.67	88.47	91.27
8 hours within 8	84.67	87.47	90.27
Hostesses			
8 hours within 11	78.51	81.31	84.11
8 hours within 8	77.77	80.57	83.37
6 hours	62.04	64.14	66.24
Scrub Captain			
Breakfast, Lunch, Tea	32.65	33.70	34.75
Dinner	41.55	42.95	44.35
Supper	45.81	47.21	48.61

CLASS "A" HOTELS

	8/14/86	8/14/87	8/14/88
Captains			
8 hours within 11	\$75.17	\$77.97	\$80.77
8 hours within 8	74.49	77.29	80.09
Service Bartender	100.49	103.29	106.09
Service Bar Attendant	66.19	68.99	71.79
Bartenders			
8 hours within 8	95.63	98.43	101.23
4 hours or less	65.29	66.69	68.09
Banquet Bartender	69.49	70.89	72.29
Bar Attendant	65.27	68.07	70.87
Banquet Bar Attendant	35.22	36.62	38.02
Head Bartender	100.59	103.39	106.19
New Year's Eve All Bartenders			
7 hour shift or less	139.96	142.41	144.86
Overtime Rate	14.17	14.52	14.87
Head Dishwasher, Kitchen			
Steward			
Full Shift	67.69	70.49	73.29
Half Shift	35.00	36.40	37.80
Vegetable Person, Dishwasher,			
Potwasher			
Porter, Silver Polisher, Glass			
Washer			
Full Shift	62.81	65.61	68.41
Half Shift	33.46	35.04	36.44
Ice Distributor			
Full Shift	63.29	66.09	68.89
Half Shift	32.80	34.20	35.60

CLASS "A" HOTELS	8/14/86	8/14/87	8/14/88
Night Porter			
Full Shift	\$68.96	\$71.76	\$74.56
Half Shift	35.64	37.04	38.44
Toast Pantry or Coffee Pantry			
Full Shift	61.71	64.51	67.31
Half Shift	32.02	33.42	34.82
Garbage Worker			
Full Shift	65.91	68.71	71.51
Half Shift	34.11	35.51	36.91
Night Garbage Worker			
Full Shift	68.96	71.76	74.56
Half Shift	35.64	37.04	38.44
Timekeeper	69.08	71.88	74.68
Telephone and Service Center			
Operators	65.77	69.37	72.57
Chief Linen Room	61.15	63.95	66.75
Inspector/Inspectress & Working			
Housekeeper	64.54	68.14	71.34
Sewers and Menders	60.95	63.75	66.55
Drapery Sewers	64.32	67.12	69.92
Room Cleaners	63.53	66.33	69.13
Half Shift (Extra or Night Shift)			
Penalty shall not apply			
to Room Cleaner)	33.21	34.61	36.01
Bathroom Cleaners	57.79	60.59	63.39
Storekeepers	70.94	73.74	76.54
Combination Bell/Elevator	51.75	54.55	57.35
Linen Room Person	60.68	63.48	66.28
Parlor Cleaner	63.08	65.88	68.68
Combination Room Cleaner/Parlor			
Cleaner	63.08	65.88	68.68
Bell Captain	49.33	50.53	51.73
Bell Person	39.97	41.17	42.37
Page Person	41.57	44.37	47.17
Combination Package/Page Person	51.81	54.61	57.41
Check Room Person & Package			
Persons	53.15	55.95	58.75
CLASS "B" & "C" HOTELS	8/14/86	8/14/87	8/14/88
All Other Cooks, Bakers, Pastry,			
Butchers, Etc.	\$76.53	\$78.93	\$81.33
Pantry and Oyster	69.85	72.25	74.65
Helpers	64.41	66.81	69.21

CLASS "B" & "C" HOTELS	8/14/86	8/14/87	8/14/88
Extras			
Extra Cook	\$81.14	\$83.54	\$85.94
Extra Pantry	72.77	75.17	77.57
Food Servers			
8 hours within 11	46.97	48.17	49.37
8 hours within 8	45.44	46.64	47.84
6 hours straight	36.47	37.37	38.27
6 hours within 9 hours	39.08	39.98	40.88
3 hour shift	25.00	25.45	25.90
Bus Persons			
8 hours within 11	48.17	50.57	52.97
8 hours within 8	46.64	49.04	51.44
6 hours straight	37.37	39.17	40.97
6 hours within 9 hours	39.98	41.78	43.58
3 hour shift	25.45	26.35	27.25
Banquet Food Servers			
Breakfast, Lunch, Tea	25.48	25.93	26.38
Dinner	32.09	32.69	33.29
Supper	36.17	36.77	37.37
New Year's Eve Dinner			
Extra Food Server-7 hours shift	56.55	57.60	58.65
Regular Food Servers (in addition to the regular rate)	3.82	3.97	4.12
New Year's Eve Overtime-Regular and Extra Food Servers	11.31	11.46	11.61
Bus Persons (in addition to regular rate)	3.97	4.27	4.57
Checkers			
8 hours within 11	66.04	68.44	70.84
8 hours within 8	65.83	68.23	70.63
2 meal shift	52.85	54.65	56.45
1 meal shift	33.15	34.35	35.55
Cashiers			
8 hours within 11	62.60	65.80	68.60
8 hours within 8	62.10	65.30	68.10
2 meal shift	48.71	51.11	53.21
1 meal shift	30.21	31.81	33.21
Fountain, Counter and Supply Persons			
8 hours within 11	62.02	64.42	66.82
8 hours within 8	62.01	64.41	66.81
2 meal shift	48.37	50.17	51.97
1 meal shift	29.05	30.25	31.45

CLASS "B" & "C" HOTELS	8/14/86	8/14/87	8/14/88
Food and Beverage Order Taker			
- Room Service			
8 hours within 8	\$59.33	\$62.53	\$65.33
Service Fountain Persons			
8 hours within 11	64.20	66.60	69.00
8 hours within 8	64.06	66.46	68.86
6 hours straight	50.19	51.99	53.79
Carvers, Salad or Sandwich			
Persons (when they directly			
serve the public)			
8 hours within 11	66.47	68.87	71.27
8 hours within 8	66.03	68.43	70.83
2 meal shift	52.18	53.98	55.78
1 meal shift	30.82	32.02	33.22
Combination Cashier and Food			
Checker			
8 hours within 11	72.48	74.88	77.28
8 hours within 8	72.61	75.01	77.41
4 hours or less straight	42.84	44.04	45.24
Head Waiters, Head Waitresses,			
Captains or Hostesses, in			
charge of Individual Rooms or			
Room Service			
8 hours within 11	80.55	82.95	85.35
8 hours within 8	81.51	83.91	86.31
Hostesses - Class "B"			
8 hours within 11	72.56	74.96	77.36
8 hours within 8	72.77	75.17	77.57
2 meal shift	58.77	60.57	62.37
Scrub Captain			
Breakfast, Lunch, Tea	31.10	32.00	32.90
Dinner	39.59	40.79	41.99
Supper	43.66	44.86	46.06
Head Waiters or Head			
Waitresses			
8 hours within 11	77.47	79.87	82.27
8 hours within 8	78.21	80.61	83.01
Captain			
8 hours within 11	69.46	71.86	74.26
8 hours within 8	69.68	72.08	74.48
2 meal shift	56.27	58.07	59.87

CLASS "B" & "C" HOTELS	8/14/86	8/14/87	8/14/88
Service Bartender	\$ 95.65	\$ 98.05	\$100.45
Service Bar Attendant	62.89	65.29	67.69
Bartenders			
8 hours within 8	91.01	93.41	95.81
4 hours or less	62.17	63.37	64.57
Banquet Bartender	66.18	67.38	68.58
Bar Attendant	62.01	64.41	66.81
Banquet Bar Attendant	33.49	34.69	35.89
Head Bartender	95.75	98.15	100.55
New Year's Eve - All Bartenders (7 hour shift or less)	132.46	135.76	136.96
Overtime Rate	13.49	13.79	14.09
Head Dishwasher, Kitchen			
Steward			
Full Shift	64.34	66.74	69.14
Half Shift	33.31	34.51	35.71
Vegetable Person, Dishwasher, Porter, Silver Polisher, Glass			
Washer			
Full Shift	59.44	61.84	64.24
Half Shift	31.83	33.03	34.23
Pot Washer			
Full Shift	57.64	60.04	62.44
Half Shift	29.96	31.16	32.36
Ice Distributor			
Full Shift	60.14	62.54	64.94
Half Shift	31.21	32.41	33.61
Night Porter			
Full Shift	65.57	67.97	70.37
Half Shift	33.92	35.12	36.32
Toast Pantry or Coffee Pantry			
Full Shift	58.63	61.03	63.43
Half Shift	30.46	31.66	32.86
Garbage Worker			
Full Shift	62.63	65.03	67.43
Half Shift	32.45	33.65	34.85
Night Garbage Worker			
Full Shift	65.57	67.97	70.37
Half Shift	33.92	35.12	36.32
Timekeeper	65.66	68.06	70.46

CLASS "B" & "C" HOTELS Telephone and Service Center Operators	8/14/86	8/14/87	8/14/88
8 hours within 8	\$62.54	\$65.74	\$68.94
4 hour shift	32.90	34.50	36.10
Chief Linen Room	58.09	60.49	62.89
Inspector/Inspectress & Working Housekeeper	61.37	64.57	67.77
Sewers and Menders	57.92	60.32	62.72
Drapery Sewers	61.13	63.53	65.93
Room Cleaners	60.14	62.54	64.94
Bathroom Cleaners	54.89	57.29	59.69
Storekeepers	67.44	69.84	72.24
Combination Bell-Elevator			
Class "B" Hotel	50.46	52.86	55.26
Class "C" Hotel	50.71	53.11	55.51
Linen Room Person	57.64	60.04	62.44
Parlor Cleaner	59.71	62.11	64.51
Combination Room Cleaner and Parlor Cleaner	59.71	62.11	64.51
Room Cleaner - 4 hours or less (Extra or Night Shift Penalty shall not apply to Room Cleaners working four hours or less)	31.44	32.64	33.84
Bell Captains	47.14	48.34	49.54
Bell Persons	38.19	39.39	40.59
Page Persons	38.19	39.39	40.59
Combination Package/Page Persons	49.17	51.57	53.97
Check Room Persons and Package Persons	50.46	52.86	55.26

APPENDIX "C"
HOTEL EMPLOYEES AND RESTAURANT
EMPLOYEES UNION
LOCAL 2
PAYROLL DEDUCTION AUTHORIZATION

DATE _____

I, the undersigned, a member of _____ ,
hereby request and voluntarily authorize the Employer to deduct from
any wages or compensation due me, the regular monthly Union dues,
initiation fee and/or assessments uniformly applicable to the members in
accordance with the Constitution and By-Laws of the Union.

This authorization shall remain in effect and shall be irrevocable
unless I revoke it by sending written notice to both the Employer and the
Union by registered mail during a period of fifteen (15) days immediately
succeeding any yearly period subsequent to the date of this authorization
or subsequent to the date of termination, of the applicable contract
between the Employer and the Union, whichever occurs sooner, and
shall be automatically renewed as an irrevocable check-off from year to
year unless revoked as herein provided.

Signed _____

Social Security Number _____

APPENDIX "D" OVERTIME WAIVER

In accordance with Section 4 (b) Overtime of the General Rules I hereby waive my right to overtime on the sixth day in order to maintain my six days per week schedule.

Employee's signature

Manager's signature

Date

APPENDIX "E"

SPECIALITY RESTAURANTS

Victors	St. Francis Hotel
Hugos	Hyatt Regency
Hugos - One Up	Hyatt Union Square
Squire Room	Fairmont Hotel
Tonga Room	Fairmont Hotel
Venetian Room	Fairmont Hotel
Nob Hill Room	Mark Hopkins Hotel
Fournou's Oven	Stanford Court Hotel
French Room	Four Seasons Clift Hotel
Big Four	Huntington Hotel
Chefs Table	Hilton Hotel
Henri's Room at the Top	Hilton Hotel
Crusty's	Sir Francis Drake
Lehr's Greenhouse Restaurant	Canterbury
Pierre's	Hotel Meridien
Hilltop Room	Cathedral Hill
Donatello's	The Donatello

APPENDIX "F"

SUPPLEMENTAL VACATION BENEFIT PLAN

Pursuant to Section II-B-3 of the Agreement of October 17, 1962, the parties have agreed upon a plan of other supplemental benefits within the meaning of said section which shall be payable from the supplemental benefit fund (hereinafter called the Fund) established and maintained pursuant to Section 12.1 (k) of this Agreement. This said plan of other supplemental benefits hereinafter set forth is intended to supplement the vacation benefits provided by the collective bargaining agreements between the parties and, except as specifically provided herein, this said plan of benefits shall not affect or vary the terms of said collective bargaining agreements with respect to vacations.

1. For the purpose of this plan of supplemental vacation benefits, "Employer" shall mean an Employer party to a collective bargaining agreement with the Union from whom contributions are due the Fund on behalf of the employees covered by said collective bargaining agreement. "Employee" shall mean an employee of the Employer entitled to receive a vacation under said collective bargaining agreement.
- "Industry" shall mean all hotels, motels, restaurants, clubs, and other establishments providing food, beverages and/or lodging to the public which are covered by collective bargaining agreements with the Unions requiring the contributions to the Fund herein provided.
2. Once an employee has established eligibility for three (3) weeks' or four (4) weeks' vacation under a collective bargaining agreement between an Employer and the Unions, said employee, upon changing jobs in the industry, shall be entitled to receive from the Fund, after one year of service with any new Employer, two (2) weeks' vacation pay.
3. Upon the establishment of eligibility for the supplemental vacation benefit from the Fund as provided in Paragraph 2 hereof, said employee shall thereafter remain entitled to such vacation benefit from the Fund after each year of service with any Employer in the industry.
4. Payments hereunder shall be subject to such deductions as may be required by law.

RULES FOR VACATION FUND PAYMENTS ON PURCHASE OF EXISTING BUSINESS

- I. On the sale of a business in the industry covered by a Collective Bargaining Agreement between an Employer and the Unions where an employee has 8 or 15 years, as the case may be, seniority with that

- same Employer, the selling Employer shall pay all pro-rated vacation pay, whether for 1, 2, 3, or 4 weeks pro-rated vacation pay, as the case may be, to the Industry Vacation Plan.
- II. All employees continuing with the buying Employer shall maintain their same existing employment anniversary date.
- A. A continuing employee entitled to a 1 or 2 week vacation on the sale date shall concurrently receive at the time of eligibility for the next vacation period following such sale vacation pay as follows:
1. From the Vacation Fund the amount previously paid to the Fund by the selling Employer; and
 2. From the buying Employer the remaining pro-rated portion of the one or two weeks' vacation pay.
- B. Thereafter any continuing employee entitled to either a one or two week vacation from the buying Employer shall receive vacation pay directly from the Employer.
- C. A continuing employee entitled to a 3 or 4 week vacation on the sale date shall concurrently receive at the time of eligibility for the next vacation period following such sale vacation pay as follows:
1. From the Vacation Fund the pro-rated amount previously paid to the Fund by the selling Employer for the first and second weeks of vacation pay and, as the case may be, the third, or third and fourth weeks of vacation pay; and
 2. From the buying Employer the remaining pro-rated portion of the first two weeks of vacation pay.
- D. Thereafter any continuing employee entitled to either a 3 or 4 week vacation from the buying Employer shall receive the first two weeks of vacation pay directly from the Employer and either the third, or the third and fourth weeks of vacation pay from the Fund.
- III. There shall be a 30-day shape-up period commencing from the takeover by the buying Employer during which all employees may be evaluated by the buying Employer and during this period the Unions will permit discharge of employees who are not able to shape up. This does not apply to employees where the employee feels and is found to be discharged because of Union activities.
- IV. All employees who do not remain with the buying Employer and change employment within the Industry for any reason must work at

the new location within the Industry for one year to become eligible to receive the third, or the third and fourth weeks vacation pay from the Vacation Fund.

Such employee at the new job location within the Industry shall work one year with the new Employer to be eligible for one week vacation from the Employer and two years with the Employer to be eligible for two weeks vacation pay from the Employer.

V. No employee shall receive vacation pay from the Vacation Fund without taking actual full vacation time off from the job.

VI. Where a continuing employee remains with the buying Employer during any part of the 30-day shape-up period or thereafter, the buying Employer shall be responsible to see that all pro-rated vacation pay of the selling Employer is paid to the Vacation Fund for such employee, and in the event it is not so paid the buying Employer shall pay the full vacation pay or any pro-rata vacation pay when due directly to the employee.

Where the pro-rata vacation pay is not paid to the Fund the Fund shall pay only such amount it would have paid if said pro-rata vacation pay was paid to the Fund.

This provision shall not apply where an employee does not enter the employ of the buying Employer.

APPENDIX "G" **TIP DISTRIBUTION SHEET**

Party _____ Check No. _____ Date _____
 Room _____
 Amount of check \$ _____ Amount of Tip \$ _____
 as per agreement. Less 25% _____
 The amount to be forwarded to Local No. 2—
 75% of above \$ _____
 Total waiters ordered _____ Total number of buspersons _____
 Total number of waiters _____ Total served _____
 Breakfast ☐ Lunch ☐ Dinner ☐ Reception ☐ Other _____

No.	EMPLOYEE NAME	GROSS AMOUNT	EMPLOYEE'S SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
Totals			



