

7117

5,000 workers

AGREEMENT

ORIGINAL

BY AND BETWEEN

**LOS ANGELES HOTEL EMPLOYER'S COUNCIL
For Millenium Biltmore Hotel, Sheraton Universal Hotel, Westin Century
Plaza, Wilshire Grand Hotel & Centre, Hyatt West Hollywood, Regent
Beverly Wilshire Hotel and Westin Bonaventure**

AND

UNITE HERE! LOCAL 11

EFFECTIVE OCTOBER 15, 2004 TO NOVEMBER 30, 2006

73 pages

*This Council Agreement is entered into between
the Los Angeles Hotel Employer's Council, consisting
of the following hotels:*

The Westin Century Plaza (As modified by a Side Letter of Agreement)

The Regent Beverly Wilshire (As Modified)

Wilshire Grand Hotel and Centre

The Millenium Biltmore

Sheraton Universal

Westin Bonaventure

Hyatt West Hollywood (Separate Document)

and

**UNITE HERE!
LOCAL 11**

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LABOR AGREEMENT

THIS AGREEMENT, made and entered into as of June 11, 2005, by and between the *Los Angeles Hotel Employer's Council*, on behalf of its members, which collectively constitute a multi-employer unit, hereinafter referred to as the "Employer", and the UNITE HERE! Local 11, AFL-CIO, hereinafter designated as the "Union".

WITNESSETH:

WHEREAS, the Employer is engaged in business within the Southern California area and uses and employs Hotel Service and Culinary Workers;

WHEREAS, the Union is the representative of Hotel and Motel Service and Club and Culinary Employees and the parties hereto desire to enter into an agreement with respect to employees and conditions of employment; and

WHEREAS, the Hotels in this negotiation declare themselves a multiemployer group for the purpose of agreeing to this Agreement, and the Union agrees to ratify this Agreement as a multiemployer group contract. The parties further agree that all the hotels will join *The Los Angeles Hotel Employer's Council*. The parties agree that the joint studies and changes in the restaurant and hiring hall shall be accomplished by the multiemployer group working together with the Union.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements herein contained the parties hereto do hereby agree:

Section 1. Recognition of the Union as Bargaining Agent

- A. The Employer agrees to recognize the Union as the sole bargaining agent for all of its employees in those classifications which are listed in the attached wage scale marked Schedule "A" and hereby made a part hereof, whether such employees are union or non-union, permanent or temporary, part-time or full-time.

This section also covers and applies to all persons in welfare-to-work type programs.

- B. Any hotel joining the *Los Angeles Hotel Employer's Council* during the life of this Agreement shall be covered by the Agreement with respect to all departments and classifications listed under Schedule "A" attached hereto.
- C. In the event of reorganization of the Union currently covered hereunder, this Agreement will be amended to substitute the new names and/or local union numbers as parties hereto.

Section 2. Union Membership of Employees and Conditions of Employment

- A. In such Schedule "A", there are listed classifications of employees and, under the conditions as set forth herein, the Employer agrees to maintain in employment in such classifications only persons who are members in good standing with the Union. All such employees as a condition of continued employment, shall become members of the Union within thirty-one (31) days from the date of their employment or the date of this Agreement, whichever is later, and thereafter shall remain members in good standing with the Union. For the purpose of determining membership in good standing, it is agreed that this shall be interpreted to mean the payment of initiation fees and regular monthly dues. The Employer agrees to discharge any employee who fails to become and remain a Union member in good standing in accordance with the above provisions. Such discharge shall be effective within seven (7) days after Employer's receipt of the Union's written demand for such discharge. It is understood that the above thirty-one (31) days' grace period does not apply to new hires who are already members of the Union.
- B. The Union shall establish and maintain open and non-discriminatory employment lists for employment of workers covered by this Agreement. The Employer shall notify the Union in writing of all vacancies. The Union agrees to the best of its ability to supply to the Employer competent help at all times. It is agreed that, unless and until the parties agree in writing on any changes, the present system shall continue without any changes with respect to the scheduling of banquet employees, including the use of "roll call".
- C. Applicants for employment shall be referred by the Union to the Employer on a non-discriminatory basis and such referrals shall not be based on or in any way affected by Union membership or lack of such membership or by Union By-Laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. It is understood and agreed that the Employer prefers experienced employees and therefore preference on referral shall be given to persons who have had at least two thousand (2000) hours of experience in the industry, in the area covered by this Agreement within the five-year period preceding the date of this Agreement.
- D. The Employer shall be the sole judge of the qualifications of all applicants and retains the right to reject any applicant for employment referred by the Union.
- E. In the event the Union is unable to supply competent employees that are satisfactory to the Employer, the Employer shall then have the right to

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

- F. There shall be no discrimination in hiring or discharge because of race, color, creed, religion, sex or in accordance with the provisions of the Unemployment Insurance Code, because of age. Should any employee be discharged in violation of this provision, he or she shall be entitled to reinstatement without any loss of earnings.
- G. A copy of this Union Security and Hiring Procedure shall be posted in the office of the Union and in the establishment of the Employer where notices to employees and applications for employment are customarily posted.
- H. Should any dispute arise concerning the rights of the Employer, the Union, employees, or applicants for employment under this Section 2, the dispute shall be submitted to and settled by the procedure specified in Section 17 of this Agreement. Decisions reached under this grievance procedure shall be final and binding on the Employer, Union, employees or applicants for employment.
- I. The Employer and the Union agree that all employees working under classifications listed in Schedule "A" are properly within the bargaining unit.
- J. The Employer agrees to deduct from the first pay check of each calendar month regular dues, but not fines or assessments, and to remit the same with the name of the employees to the Union between the first and tenth of each month; provided, however, that properly worded checkoff authorization cards will be submitted by the Union to the Employer for advance approval, and provided further that properly executed forms as approved by the Employer, authorizing said deductions will only be made after all other deductions as required by Federal and State laws. Subject to the same conditions, initiation fees and/or reinstatement fees will be deducted on the basis of 50% from the first pay period after the authorization is signed, and the remaining 50% from the second pay period. An employee, however, may cancel and terminate his or her dues-deduction authorization by notice in writing to that effect filed with the Union and with the Employer.

The Union shall indemnify the Employer against any and all claims, demands, suits or other forms of liability and costs therefrom that might arise out of or by reason of action taken by the Employer for the purposes of complying with the checkoff provisions.

Any unsettled dispute arising in connection with the operation of the checkoff shall be handled in accordance with the grievance provisions section of this Agreement.

The Health and Welfare Trust Fund Administrative Office will be instructed to provide the Union with a copy of the Employer's monthly report.

K. Voluntary Political Deduction

The Employer agrees to honor voluntary political contribution deduction authorizations from its employees, in the following form:

I hereby authorize the Employer to deduct from my pay the sum of \$_____ per month and to forward that amount to the Hotel Employees and Restaurant Employees International Union TIP-"To Insure Progress". This authorization is signed voluntarily and with the understanding that the Hotel Employees and Restaurant Employees International Union TIP-"To Insure Progress" will use this money to make political contributions and expenditures in connection with Federal elections. I am aware of my right to refuse to sign this authorization without reprisal. This authorization may be revoked by mailing notices of revocation by United States Registered or Certified Mail, Return Receipt Requested, to the Treasurer, Hotel Employees and Restaurant Employees International Union TIP-"To Insure Progress", 1125 17th Street, NW, Washington D.C. 20036, and to the Employer.

The political contribution deduction shall be made once each month during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the Hotel Employees and Restaurant Employees International Union TIP-"To Insure Progress", 1125 17th Street, NW, Washington D.C. 20036, accompanied by a form stating the name and Social Security number of each employee for whom a deduction has been made, and the amount deducted. A copy of said form shall be sent to UNITE HERE! Local 11, 464 S. Lucas, Suite 201, Los Angeles, CA 90017.

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

Section 3. Nature of Liabilities and Obligations of Employer Under this Agreement

- A. No employee covered by this Agreement 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.
- B. All establishments which join the *Los Angeles Hotel Employer's Council*, shall become parties to this Agreement and shall thereafter be entitled to the benefits and subject to the obligations hereof, except that, where a contract is already in existence, any grievances or disputes existing as of such date of affiliation with the Employer's Council shall be continued and settled under the terms of the prior agreement.
- C. No work customarily performed by employees covered by this Agreement may be subcontracted, transferred or assigned by any means to any person, firm or entity; provided, however, that nothing provided herein may be interpreted to restrict the ability of the Owner to change operators in accordance with the provisions of Section 3F.

This subcontracting provision does not prohibit the Employer from purchasing pre-packaged or pre-prepared food. This exception is not intended to allow overall meal preparation off the premises.

This subcontracting provision does not prohibit the Employer from contracting-out for:

1. Work that requires major capital investment for equipment and would not result in regular, ongoing work; or
2. Specialized functions for which bargaining unit employees cannot be easily trained and which require employees with highly specialized expertise and which would not result in regular, ongoing work; or
3. Cleaning services currently being subcontracted out in an individual property unless it is the subject of a dispute or grievance as of the signing of this Agreement.

These three exceptions are not designed to permit the contracting-out of the night cleaners.

The application of these three exceptions shall not result in layoff or reduction of hours of bargaining unit employees except through attrition in accordance with Section 16.

- D. In the event the Owner sells or assigns its business or substantially all of the assets used in the business, or in the event there is a change in the form of ownership, the Owner shall give the Union notice of the planned or proposed change no more than 10 working days after the execution of a binding letter of intent mutually agreed upon between the owner and the prospective buyer and the initial deposit by the prospective buyer. Notice to the Union shall include, at a minimum, a description of the nature and extent of the change, its effective date, the identities of all parties to the transaction, the effect of the transaction on employees and labor relations, and copies of all parts of the definitive transaction documents showing the above. The Owner shall also make good faith best efforts to induce the other party(ies) to the transaction(s) to assume this Agreement and to retain all of the bargaining unit employees to the extent of staffing needs. The Employer shall make or cause to be made all payments, which are due or shall be due as of the effective date of the transaction for wages, health and welfare and pension contributions for employees covered by this Agreement, and shall be responsible for accrued vacation payments for each such employee.
- E. If any Employer is operating in receivership, or through a creditor manager or in case of liquidation, bankruptcy, or sale of his or her business, all wages, vacation pay accumulated, and all health and welfare contributions become due and must be paid at once. In each case, to the extent permitted by law, the Union reserves the right to demand payment of wages and contributions as mentioned above for all members employed, and the Employer shall immediately comply with such demands.
- F. There is common interest in protecting work opportunities for all the employees covered by this Agreement. It is also recognized that the Owner needs the flexibility to select from time to time the operating entity best suited to realization of the Owner's business objectives for this hotel. Therefore, it is agreed that whenever the Owner changes the operator of this hotel, employees' work opportunities (subject to staffing levels determined by management) and terms and conditions of employment will not be adversely affected by the change, as specifically set forth below in paragraphs (a) and (b):
- a. The new operator will be required to retain all the existing employees with their full, existing seniority and length of service at this hotel, except that employees may be laid off in accordance with the terms of this Agreement in order to meet adjusted staffing needs determined by management. The operator will not bring in employees from any of its other operations to replace bargaining unit positions.

- b. The operator will be required to adhere to the existing terms and conditions of employment including those set forth in this Agreement. This requirement will apply only to the hotel and employees covered by this Agreement. It will not apply to any of the operator's other hotels or facilities, or employees.

Section 4. Investigation by Authorized Union Representatives

- A. Properly authorized representatives of the Union shall be permitted to investigate the standing of all employees and to investigate conditions and to see that the terms of this Agreement are being observed. Said representatives shall be permitted to conduct such investigations within the premises of the Employer, provided, however, that no interview shall be held during rush hours. The Union representatives shall advise the personnel office when they come on an employer's property.
- B. The Employer shall provide the Union with a bulletin board, of reasonable size in a reasonably prominent area of the employees' cafeteria, or at another location(s) if mutually agreed, for posting of notices and other material by the Union, which shall not be defamatory toward the Employer or supervisors. The Employer shall provide meeting rooms without charge, upon request and availability, for Union business involving the Employer's employees. The Employer shall also provide space affording privacy to Union Business Representatives and Union Shop Stewards, upon request, to meet with employees for the purpose of investigating and processing grievances and investigating conditions and seeing that the terms of this Agreement are being observed.
- C. All employees shall be permitted to wear one official Union button while on duty. The Union will upon request consult with the Council and/or a hotel regarding any problems presented by the size or style of Union buttons and will make good-faith efforts to remedy such problems.

Section 5. Termination of Employment and Payment of Wages of Terminated Employment

- A. In the event of the termination of employment by the Employer, the employee affected shall be notified by the Employer, not later than the time of departure of the employee from the premises of the Employer at the end of the last shift of the employee. If the Employer fails to notify the employee in this manner and the said employee reports for work on his or her next regular work day and is not placed at work, then and in that event the said employee shall receive one day's pay for so reporting for work. Notification of termination of employment shall be given by the Employer and shall not be the responsibility of the Union. If an Employer or its representative

requests an individual to report for work and the said individual reports for work at the proper time but is not permitted to work by the Employer, then the said individual shall receive one day's pay from the Employer for reporting to work. This provision shall not apply to an individual who reports to work in a condition which obviously prevents the proper performance of the normal duties of the individual. In the event of termination of employment by the Employer the employee thus affected shall be paid all wages due him or her at the time his or her employment is terminated.

- B. No employee shall be discharged for proper Union activity.
- C. No employee who has completed his or her ninety (90) day introductory period, shall be suspended or discharged without just cause.

Section 6. Vacations, Death in the Family, Leaves of Absence

- A. All employees covered by this Agreement shall receive annual vacations with pay as follows:

Effective April 16, 1998:

For continuous service of:

1 year	one week
2 to 5 years	two weeks
6 years	two and one-fifth weeks
7 years	two and two-fifths weeks
8 years	three weeks
18 years	four weeks (retain existing Holiday Inn 15 years)

Effective April 16, 2002:

For continuous service of:

1 year	one week
2 to 5 years	two weeks
6 years	two and one-fifth weeks
7 years	three weeks
17 years	four weeks (retain existing Holiday Inn 15 years)

1. The amount of vacation pay for each anniversary year ending shall be calculated as follows:

(a) Determine Average Hours Worked:

$$\frac{\text{\# of Hours Worked During Anniversary Year}}{52} = \text{Average Hours Worked Per Week}$$

The "number of hours worked during the anniversary year" shall include all straight-time hours worked or paid for (including holiday hours whether worked or not) plus all overtime hours worked in the preceding year ending on the anniversary date of the employee's employment.

(b) Multiply Average Hours Worked By Current Wage Rate:

For all employees, the amount of vacation pay shall be based on the current wage rate at the time the vacation is taken (excluding service charge or gratuities), except in hotels where the practice is to pay service charge or gratuities with vacation pay. For extra employees, banquet servers and captains, vacation pay will be granted only to employees who work 450 or more hours during the preceding year and such vacation pay shall be based on the straight time rate of pay at the 3-hour shift rate and shall not include the extra work differential or the premium rates.

Employees whose hourly wage has decreased shall be paid their vacation at the higher rate of pay if they have worked at least six (6) months of the preceding anniversary year at the higher rate of pay.

Effective April 16, 2002, servers, Bell Department, head waitpersons and captains taking their vacation shall be paid 1-½ times their weekly vacation pay as defined above or as consistent with the hotel's practice for vacation, except in cases where the employee resigns, retires or is terminated, or if the employee requests to be paid out their vacation pay in lieu of actually taking their vacation time and the Employer agrees to same. Effective June 15, 2005, the vacation pay for the above classifications shall be 1-¾ times their weekly vacation pay as defined above, and effective April 16, 2006, the vacation pay for all the foregoing classifications shall be 2 times their weekly vacation pay as defined above, in each case subject to all the other provisions of this paragraph.

2. Any employee who does not receive the vacation to which he or she is entitled shall receive pay in lieu thereof.
3. Vacation pay shall be paid in a separate check except in cases of terminated employees.
4. Employees shall be entitled to the vacation formula which is effective on April 16, 1998 as set forth hereunder:
 - (a) Employees who completed eighteen (18)/nineteen (19) years; or eight (8)/nine (9) years on or after January 1, 1998 will be entitled to four (4) and three (3) weeks vacation, respectively, if they take their vacation on or after April 16, 1998.
 - (b) Employees who completed eighteen (18)/nineteen (19) years; or eight (8)/nine (9) years before January 1, 1998 will not be entitled to the new vacation formula until their next anniversary date.
 - (c) Employees whose eighteen (18)/nineteen year; or eight (8)/nine (9) year anniversary was after January 1, 1998 but who took that vacation already before April 16, 1998 shall be credited with an extra week and an extra two (2) days vacation, respectively, effective April 16, 1998.
 - (d) Employees whose eighteen (18)/nineteen (19) year; or eight (8)/nine (9) year anniversary was after January 1, 1998 and who took part of that vacation already before April 16, 1998 shall be credited with an extra week and an extra two days vacation, respectively, effective April 16, 1998.

All of the above would be repeated for the next improvement in vacation formula, which is effective on April 16, 2002.

B. Effective April 16, 1998: After one year's service, in the event of termination of employment after six consecutive months' service since the last annual vacation eligibility date, the Employer shall pay to such employee prorated vacation pay based upon actual service performed computed as follows: Pay at the rate of one-twelfth (1/12) of two weeks for each month worked up to a maximum of two regular work weeks; provided further that after five years' service pay shall be computed on the following basis: After five years one twelfth (1/12) of two and one-fifths weeks' pay for each month worked; after six years, one-twelfth (1/12) of two and two-fifths weeks' pay for each month worked; after seven years, one-twelfth (1/12) of three weeks' pay for each month worked; after seventeen years, one-twelfth (1/12) of four weeks' pay for each month worked.

Effective April 16, 2002: After one year's service, in the event of termination of employment after six consecutive months' service since the last annual vacation eligibility date, the Employer shall pay to such employee prorated vacation pay based upon actual service performed computed as follows: Pay at the rate of one-twelfth (1/12) of two weeks for each month worked up to a maximum of two regular work weeks; provided further that after five years' service pay shall be computed on the following basis: After five years one twelfth (1/12) of two and one-fifths weeks' pay for each month worked; after six years, one-twelfth (1/12) of three weeks' pay for each month worked; after sixteen years, one-twelfth (1/12) of four weeks' pay for each month worked.

- C. Continuous service shall mean any regular employee who has been continuously on the payroll as working for a particular Employer or at a particular establishment for the required time. Any break in service, i.e., break in employment not in excess of 90 days, shall not constitute a break in continuous service, except if the absence is due to on the job injury covered by worker's compensation insurance, then a break in employment not in excess of 6 months shall not constitute a break in continuous service. However, none of the above absences shall be counted as time worked for vacation purposes.
- D. The Employer shall prepare vacation schedules for eligible employees as far ahead as practicable to the end that employees have adequate notice of their vacation period. The Employer shall have the option of giving employees vacation pay on the anniversary date of their employment or on the pay day immediately preceding the time their vacation is taken.
- E. The obligations of the Employer under this provision shall be and are binding upon the successor and assigns of the Employer during the term of this Agreement.
- F. Each employee covered by this Agreement shall be entitled to receive time off in the event of a death in the employee's immediate family. For purposes of this provision, immediate family shall be defined as the employee's mother, father, spouse, or child. Employees shall, upon request, be granted such time off without loss of pay as is necessary to make arrangements for the funeral and for attendance at the funeral, not to exceed three (3) regularly scheduled working days. In the event of a death which requires the employee to travel outside California, the employee shall upon request be entitled to up to five (5) regularly scheduled working days off, of which three (3) shall be paid and up to two (2) unpaid. In the event of a death which requires the employee to travel outside the United States, the employee shall upon request be entitled to up to ten (10) regularly scheduled working days off, of which three (3) shall be paid and up to seven (7) unpaid. The

Employer may make reasonable efforts to inquire about or establish proof of death and/or relationship in specific cases, but shall not do so routinely.

G. Leaves of Absence for Personal Reasons

1. Upon written request made in advance except in the event of a bona fide emergency, employees with six (6) calendar months service or more may be granted a personal leave of absence up to thirty (30) calendar days, without pay and without loss of seniority. In the case of an employee with one (1) calendar year's service or more, such leave may be extended for compelling reasons for periods of thirty (30) calendar days up to a maximum of six (6) months. Requests for leaves of absence shall not be unreasonably denied, considering both the Employer's operational needs and the nature of the employee's need. Upon return from an approved personal leave the employee shall be returned to his or her previous position. Good cause for such a personal leave shall not include working at an alternate job.
2. Upon request at least one (1) week in advance except in the event of a bona fide emergency, employees shall also be granted time off without pay and without loss of seniority for medical or dental appointments for themselves or their dependents.

H. Union Leaves of Absence

1. Any employee elected to Union office or hired by the Union as an employee of the Union shall be granted a leave of absence without pay and without loss of seniority for the period of holding such office or employment. The employee shall return to work without loss of seniority so long as he or she notifies the Employer of the desire to return to work within thirty (30) calendar days of leaving Union office or employment. Such an employee shall not be entitled to bump another employee, but shall be offered any available position in the classification(s) in which the employee was previously employed by the Employer. If such a position is not available, the employee shall be considered on layoff status pursuant to this Agreement.
2. Any employee selected by the Union to attend educational or training meetings or to participate in other Union business or activities, including but not limited to Union Executive Board meetings and Union conventions (but not including the processing of grievances) may be granted a leave of absence without pay and without loss of seniority to attend such meetings, business or activities, provided the Employer is given at least two (2) weeks' advance notice; provided, however, that the number of such employees on leave at any one time shall not exceed one (1) employee per work unit. Requests for

such leaves shall not be unreasonably denied.

I. Paid Time Off

1. Eligibility

Regular full time employees are eligible to accumulate PTO hours. Temporary and/or on-call, extra, casual and part time employees do not accumulate PTO. PTO begins to accumulate on the first day of an employee's employment, but employees do not start accruing prior to completion of the employee's introductory period.

2. Accumulation

a. Effective July 1, 2005, PTO shall accumulate as follows:

All employees will accumulate half a day (1/2) of their regularly worked shift every quarter, for a maximum total of two (2) days per calendar year.

b. Employees do not accumulate PTO during an unpaid leave of absence of thirty (30) days or more.

c. PTO days shall have a maximum accumulation of thirty (30) days.

3. Requests for PTO

a. Except in emergencies, employees must request PTO as far in advance as possible.

b. Requests for PTO shall not be unreasonably denied and managers are encouraged to approve them, business conditions permitting.

4. Using PTO Off in Conjunction with a Leave of Absence:

PTO hours may be used prior to the beginning of an unpaid leave of absence (LOA) and substituted for unpaid LOA during the LOA with department approval.

5. Cash out

a. Cash out unused PTO can only be requested, twice a year and in the following months:

June and December and shall be paid within ten (10) business days.

6. Payment of Unused PTO Upon Separation:

Employees leaving the Employer with at least one year of continuous service shall receive pay for any unused PTO accumulated upon separation, unless the separation is the result of serious misconduct warranting discharge without prior discipline, or resignation without providing two weeks' notice, or notice that is reasonable under the circumstances.

Section 7. Holidays

- A. For all classifications covered under Schedule "A", New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, shall be paid for at straight time if not worked and double time if worked, subject to the conditions set forth below.

In addition, an employee who becomes a United States citizen shall be granted an additional paid holiday for the day on which the employee's naturalization ceremony takes place, on a one-time basis.

- B. For purposes of this provision, the holidays of New Year's Day, Labor Day, Thanksgiving Day and Christmas Day mean the 24 hours of the calendar day specified, except that if any fall on Sunday, the Employer may observe Monday as the contract holiday. In the case of the holidays of Martin Luther King's Birthday, Memorial Day, President's Day and Independence Day, it means the 24 hours of the calendar day designated by the Federal Government for observance of said holidays.

- C. In all cases, the holiday pay shall be paid at the 8-hour straight shift rate for any employee whose shift commences during the designated holiday hours, except that regularly scheduled short shift employees shall be paid on the basis of their regular shift hours; that is, based on the average number of hours worked per day during the preceding two-week period. Employees who normally work an eight-hour shift may not be worked a short shift on a holiday.

- D. An employee whose regular day off falls on the designated paid holiday, shall be paid for such holiday. Extra workers working on the designated holiday shall receive double time, plus the regular extra work differential rate of pay set forth in Schedule "A".

- E. To be eligible for straight time holiday pay, if not worked, an employee must have been on the payroll 30 calendar days prior to the holiday and shall have worked his or her last regular scheduled shift before the holiday and his or her next regular scheduled shift after the holiday, unless excused by the Employer. The 30-calendar day qualifying period is not broken by authorized absences, not in excess of ninety (90) days, due to illness or injury, or

excused leave of absence, and such employees would be entitled to holiday pay for holidays not worked providing they meet the conditions of Section 14E.

- F. If an employee is scheduled to work on a holiday and refuses or fails to appear for holiday work, he or she shall not receive holiday pay.
- G. When an employee is required to work on a holiday which is also the sixth or seventh day of such employee's regular work week, he or she shall be paid at two and one-half times his or her regular rate of pay.
- H. Extra employees are not entitled to holiday pay for not working. This shall not apply to regular employees occasionally assigned a short work week. Banquet employees are to be considered as extra employees for holidays and New Year's Eve employment.
- I. If a paid holiday falls while an employee is on vacation, he or she shall receive the holiday pay in addition to the vacation pay.
- J. When the Employer schedules some but not all employees in a particular department and classification to work on a holiday, the choice of working or not working shall be given by departmental seniority provided that the Employer may require employees to work in reverse order of departmental seniority if an insufficient number of employees elect to work.

Section 8. Health and Welfare and Retirement Funds

A. Welfare Fund, Retirement and Legal Plan

1. The Los Angeles Hotel-Restaurant Employer-Union Welfare Fund, as originally established effective January 16, 1952, and as subsequently amended, is hereby continued.
2. Effective January 1, 2005, the Employer contribution for the Welfare Fund shall be \$2.75 per hour worked or for which the Employer is required to pay the employee; effective April 16, 2005, the contribution rate shall be increased \$0.20 to \$2.95.
3. In the event Congress should enact a National Health and Welfare Law, there will be no duplication of benefits under the Welfare Fund. Any resultant savings will not be used to increase present benefits or add new benefits. Consideration will be given to any requirements in the new law requiring contributions or taxes upon the employer and/or employee to finance the new National Program, and contributions required by the Labor Agreement may be utilized to maintain benefits or may be used to meet the funding requirements of the new Pension

Reform Law.

4. At the Union's option, the wage increases specified in this Agreement may be reduced, and the amount of such reduction contributed by the Employer to the Welfare Fund, if required, to maintain benefits. Any increase in the rate of contribution, subject to the limitations set forth above, shall be effective with the May contribution based upon the April hours worked and paid for in each of the respective contract years.

B. Retirement Fund

1. The Los Angeles Hotel-Restaurant Employer-Union Retirement Fund, as originally established effective April 15, 1955 and as subsequently amended, is hereby continued.
2. Effective April 16, 2002, for hours worked on and after March 1, 2002, the Employer contribution shall be forty-three cents (\$.43) per hour worked or for which the Employer is required to pay the employee.
3. The amount of contributions from Employers formerly contributing to the S.F. Valley Restaurant Employer-Union Retirement Fund or new Employers in the geographical jurisdiction of Local 11, District 1, shall remain two cents (\$.02) per hour less than the amount of contributions to the Retirement Fund payable by Employers in the Los Angeles area and said two cents (\$.02) differential shall be maintained for the duration of this Agreement.
4. The Retirement Fund shall be amended to provide that participation in the Retirement Fund may be extended throughout the Southern California geographical area and that participation may be implemented by merger of Trusts or by any Employer who has a contract with any local union affiliated with UNITE HERE! International Union in the Southern California area requiring such participation.

- C. Said Funds shall be jointly administered by the Trustees limited only by the terms and provisions of this Agreement and the Trust Agreements as amended establishing and continuing the Funds.

Each Employer acknowledges receipt of a copy of, and agrees to accept, be bound by, and comply fully with all of the terms of the Trust Agreements providing for the Los Angeles Hotel-Restaurant Employer-Union Welfare and Retirement Funds and any amendments thereto whether heretofore or hereafter made.

D. Legal Services Fund

1. The Los Angeles Hotel-Restaurant Employer-Union Legal Services Fund, as originally established, is hereby continued. Said Fund shall be jointly administered by the Trustees limited only by the terms and provision of this Agreement and the Trust Agreements, as amended, establishing and continuing the Fund.

Each Employer acknowledges receipt of a copy of, and agrees to accept, be bound by and comply fully with all the terms of the Trust Agreements providing for the Los Angeles Hotel-Restaurant Employer-Union Legal Services Fund and any amendments thereto.

2. On and after the effective date of this Agreement, the Employer shall continue to contribute fifteen cents (\$.15) per hour worked or for which the Employer is required to pay the employee to the Legal Services Fund. Effective July 1, 2005 through November 25, 2006, this contribution shall be made to the Welfare Fund instead of the Legal Services Fund, and effective November 26, 2006, this contribution shall again be made to the Legal Services Fund.

- E. Each Employer shall report all "hours worked" for each "covered employee" (as those terms are defined in Section 2.01 (15) and 2.01 (7) of the Welfare Fund Trust Agreement). Said definitions are incorporated herein by reference and made a part of this Agreement as fully as if set forth at length at this point. Each Employer shall pay the contributions, submit the reports and maintain the records and substantiating data in the detail set forth in Sections 4.03, 4.04, 4.05, 4.07 and 4.08 of the Welfare Fund Trust Agreement including the provisions in Section 4.08 authorizing the Trustees to conduct audits of the payroll books and records of each Employer, the provisions relating to the payment of audit costs by the Employer and the collection of liquidated damages under certain conditions.

- F. The failure of any Employer to make the required contributions hereinabove provided shall be deemed a breach of this Agreement by said Employer and such Employer shall be personally and directly liable to each employee damaged by such failure for whatever benefits such employee was denied because of the Employer's failure to make the required contributions, together with court costs and attorney's fees reasonably necessary in collecting such benefits from such Employer; provided, however, that no Employer shall have any personal or individual liability to any employee by reason of failure to pay the contributions or any part thereof if due to honest mistake or inadvertence, and such failure does not deprive any employee of the benefits to which he or she is entitled hereunder.

In addition, such Employer shall be liable to the Trustees for the full amount

of all such required contributions, which remain unpaid together with interest as provided by law, and, as provided in the Trust Agreement, audit costs and liquidated damages.

- G. Notwithstanding any provisions of this Agreement to the contrary, this collective bargaining agreement shall not restrict the Union's right to take economic action against any individual Employer in the event that the Trustees determine that the Employer has failed to make the contributions required pursuant to this Agreement.
- H. The parties shall designate the Trustees of the Welfare Fund as Trustees of the Retirement Fund.
- I. The Welfare Fund may act as collection agent for all Funds. The manner of transfer and the manner of computing the amount of such payments shall be determined by the Trustees in accordance with the terms of the Trust Agreement.
- J. The parties agree to instruct their Trustees to review proposals to convert the Los Angeles Hotel-Restaurant Employer-Union Retirement Fund into a defined contribution individual account money purchase pension plan as defined by law. If the Trustees decide to adopt a defined contribution individual account pension plan then the Trustees are empowered to adopt the necessary trust documents to accomplish such conversion. The parties hereto agree to be bound by any such alterations, amendments, changes, modifications or new documents adopted by the Trustees.
- K. If at any time during the life of the defined benefit plan, or upon its termination, the plan actuary certifies that there is a pending shortage due to law or regulation of payment of accrued benefits, then all part of the contributions to be defined contribution plan shall be temporarily directed to pay the defined benefit plan, as required, until the shortage is paid.

L. Hospitality Industry Training and Education Fund.

The Hotel Employers' Council and the Union desire to establish the highest standards of service to patrons and guests in the Los Angeles hospitality industry, and to create the maximum job opportunity and advancement for men and women working in the hospitality industry. Therefore, the Hotel Employers' Council and the Union agree to establish the "Hospitality Industry Training and Education Fund" (HITEF), for the initial purpose of training banquet food servers and operating a dispatch system for extra banquet food servers. The parties shall designate the Trustees of the Welfare Fund as the Trustees of HITEF.

The Union and the Council shall establish a Joint Training Committee

including representation of labor and management which shall serve in an advisory capacity to the HITEF and the Fund's Director. This Committee shall be formed immediately to do the following:

1. Study ways to train banquet food servers in order to improve the standards of service to the guests; and
2. Develop an alternative system for the dispatch of extra banquet food servers to improve efficiency and the ability of the system to provide the quantity and quality of servers needed by the Employers; and
3. Consider changing the daily payroll system for banquet extras to the hotels' regular payroll system.

The Committee will develop a plan by April 1, 1999. As soon as the Committee develops a mutually agreed plan, then the Employers will contribute 1¢ per hour worked or required to be paid for per employee to the HITEF to implement the plan the Committee has agreed upon. No contributions will be made before April 16, 1999. Contributions may be waived by mutual agreement.

Chief Shop Stewards or other employees participating in this Joint Training Committee will not suffer economic loss for doing so.

The Union and the Council will work together to obtain additional funding for employee training from various sources.

Section 9. Hours, Shifts and Differentials

- A. The work day shall normally be eight (8) hours. The work day shall be construed to be that an employee is to be at his or her station in proper uniform and ready to work at the beginning of the shift and shall remain at the station in proper uniform until the end of the shift subject to herein required rest periods and to eating time.
- B. Dining Room employees shall not work more than eight (8) hours in twelve (12) hours. There shall be no more than one split in a shift. There shall be no split shift between the hours of 6:00 P.M. and 4:00 A.M. Except for banquet employees, there shall normally be a minimum of twelve (12) hours between shifts. Any hours worked within this twelve-hour period shall be paid at the overtime rates set forth in this Agreement.
- C. Split and short shifts shall be permitted only in accordance with Schedule "A". Wage differentials for split and short shifts (where permitted) above the regular wage shall be set forth in Schedule "A".

- D. Overtime shall be paid as incurred.
- E. Five (5) days shall constitute a week's work. All employees shall receive two (2) consecutive days off in each seven (7) consecutive days, except in those establishments operating six (6) days per week, in which case the two days off need not be consecutive.
1. In establishments operating seven (7) days per week, all employees shall receive two (2) consecutive days off in each period of seven (7) consecutive days, except in distinct departments which operate only six (6) days. Where an employee is entitled to two consecutive days off and his or her two days off are not consecutive, he or she shall receive penalty pay of an additional half-day's pay, except as provided in this Section.
 2. If an employee's customary shift schedule is to be changed, the employee shall be given notice the working day before the change is to be made, except in case of emergency, a change may be made with the consent of the employee.
 3. In those establishments operating seven (7) days per week, any work performed at the request of a proprietor or his or her designated representative in excess of eight (8) hours per day and/or five (5) consecutive work days within a period of seven (7) consecutive work days shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay, and any work performed at the request of a proprietor or his or her designated representative in excess of eight (8) hours per day and/or five work days within a period of seven (7) consecutive days shall be paid for at the rate of one and one-half (1 ½) times the regular rate of pay, except:
 - a. When necessitated by rotation or change of regularly established shifts or days off according to a periodic schedule.
 - b. Whenever short-shift employees (working less than eight (8) hours per day) work one or more shifts in excess of four (4) hours during their regular five-day work week, they shall be paid at the rate set forth in Schedule "A" for each hour worked on the sixth and seventh day of employment.
 4. Employees working daily three or four-hour shifts may be employed six (6) days at the rate of pay set forth in Schedule "A" of this Agreement.
- F. Employees required to work seven (7) consecutive days shall be paid at the rate of double time for such seventh day, with the maximum not to exceed

two and one-half times pay regardless of other premiums due.

- G. Kitchen employees: Minimum call, eight (8) hours.
- H. All employees shall receive the night shift differential set forth in Schedule "A" for working a night shift starting at or after 8:00 p.m. and before 4:00 a.m. Twenty-four (24) hour operations shall have one shift of employees receiving the night shift differential.
- I. Employees hired to work less than four (4) days per week shall receive an extra work differential for both full shifts and short shifts in the amount set forth in Schedule "A".

Persons hired to work less than four (4) days per week and who are not notified of change in that status shall continue to receive the extra work differential. In the event of notification of such change of status, it shall not apply retroactively.

- J. Each craft shall be relieved by its own craft at the same rate of pay as the one relieved, except as otherwise set forth in Schedule "A".
- K. Excluding work performed during lunch periods or relief periods where an employee performs duties which combine two or more classifications of work he or she shall be paid at the rate specified for each classification only for the time actually worked in each classification.
- L. Under no circumstances shall an employee be entitled to receive more than two and one-half times his or her regular base rate of pay. In applying this provision, overscale wage rates shall not be considered as premium pay.
- M. For purposes of computing overtime, neither the night shift differential nor the extra work differential are included as part of the straight-time rate of pay.

Section 10. Meals and Rest Periods to be Furnished to Employees

- A. All employees working a shift of three (3) to six (6) hours shall receive one meal. All food and beverage employees working a straight shift of more than six (6) hours shall receive two (2) meals. All hotel service employees shall receive one meal per shift. All employees working a split shift shall receive two (2) meals.
- B. Meals shall be balanced and shall consist of food comparable to that served customers. There shall be no deductions from wages of employees for meals furnished by the Employer except those required by State or Federal laws.

- C. All employees shall be allowed thirty (30) minutes to eat one meal during any shift that is over six (6) hours. All employees shall be allowed two ten-minute paid rest periods per eight-hour shift and one ten-minute paid rest period for four or six-hour shifts. The thirty (30) minute meal period and the rest periods are paid time and must be included as such in making health and welfare and retirement contributions and also for purposes of computing overtime, vacation and holiday pay.

The Employer shall not require as a condition of employment that any employee eat or lodge at the place of employment or accept food or lodging where the cost is deducted from the wages provided for under this Agreement.

Section 11. Uniforms, Linen and Laundering

- A. All uniforms and linens shall be furnished and laundered by the Employer without cost to the employee, except that the Employer may have the option of either furnishing Cook's uniforms or furnishing an amount per day as set forth in Schedule "A" in lieu thereof. Such linens shall be laundered by the Employer without cost to the employee. At the option of the Employer, he may pay \$.50 per day or \$2.50 per week in lieu of laundering or cleaning, excluding Cooks where the laundering of uniforms and linens is not optional with the Employer.
- B. The Employer must provide a minimum of at least two (2) uniforms per week to Servers.
- C. For purposes of this Section "uniforms and linens" mean any apparel specified by the Employer to be worn by employees in the service of the Employer, except that a black tuxedo for a Head-waiter or Captain and black pants and white shirt for a Dining Room Attendant, Waiter or Bartender, are not considered a uniform. However, white blouses and black skirts are to be considered uniforms if required by the Employer. It is also understood that Cooks' uniforms include cap, coat, apron, pants and neckerchief.
- D. It is agreed that the following wearing apparel shall not constitute a uniform within the meaning of this Section: shoes, stockings, underclothing, men's shirts or neckties, or any other type of clothing normally used for street wear, where the Employer does not require or specify the color, style or design thereof.
- E. This Section 11 is applicable to employees in the classifications set forth in Schedule "A" under the heading "Hotel and Motel Service Employees" insofar as the furnishing and laundering of uniforms and linens by the Employer and the definition of uniforms and linens specified in the preceding

paragraphs are concerned. Other specific provisions relating to these employees are set forth under the heading "Hotel and Motel Service Employees" in Schedule "A".

Section 12. Wage Scales, Schedule "A"

- A. The wage scales hereto attached, marked Schedule "A" are hereby made a part of this Agreement. Scales of wages shown in Schedule "A" of this Agreement are minimum wage scales and shall not prohibit a superior worker from receiving a higher scale of wages. No present employee's wages or benefits shall be reduced or otherwise adversely affected as a result of the signing of this Agreement.
- B. Excluding extra banquet employees employed to work a single function, employees hired after April 1, 1985 may be hired at 80% of scale for the first 90 days of employment.
- C. Employees hired after April 1, 1985 may be hired for a short shift at a rate 10% above the 8 hour hourly rate provided that the classification allows for a short shift.
- D. There shall be no increases in the short shift rate of pay until such time the rate equals a rate 10% above the 8 hour hourly rate of pay.
- E. Wage increases shall be as provided in Schedule "A", and such increases shall, unless the parties specifically agree otherwise, be provided in the same amount to employees working above the minimum wage scales shown in Schedule "A" of this Agreement as well as those at minimum scales, and the scales themselves.

SCHEDULE "A" INCREASES

All Classifications except Servers, Bell/Bell Captain, Banquet/Dining Room Captains/Head Waitpersons

Effective 10/16/04 \$.15 per hour
Effective 04/16/05 \$.25 per hour
Effective 04/16/06 \$.25 per hour

Section 13. Pay Periods

Wages shall be paid weekly or semi-weekly according to the present customary practice of Employers. Extra work will be paid on regular pay days. All banquet wages and service charges shall be paid according to past practice of each Employer.

Section 14. General Provisions

- A. Job content shall determine job titles or classifications and mere change in title or classification shall not exempt such employees or classifications from this Agreement. It is understood that employees who are classified in jobs not covered by this Agreement shall automatically become covered by this Agreement when they are assigned to work covered hereunder. Whenever changed or combined jobs include duties covered by this Agreement, they shall also be deemed a part of this Agreement.
1. Non-bargaining unit employees shall not normally perform bargaining unit work, but may do so in emergencies or occasionally to meet urgent service requirements.
 2. Employees shall not be required to perform work which is not customarily performed by their craft, except in the event of an emergency. This provision is not to prevent employees from working in combined classifications of work as allowed in Section 9K of this Agreement.
- B. Shop Stewards
1. The Union shall have the right to appoint or elect Shop Stewards in any establishment. The Shop Steward shall report to the Union and shall not interfere with the management of the business. Shop Stewards may be designated by the Union to handle grievances procedure and shall be given time off from their regular schedule without loss of pay to participate in grievance meetings with management which have been scheduled at mutually agreeable times. The Employer reserves the right to schedule grievance meetings during non-working hours. The Employer and the Stewards will treat each other with mutual respect.
 2. 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 or certified shop stewards.
 3. Shop Stewards shall not interfere with the Employer's direction of the work force or with customers. The Shop Steward must not leave his or her assigned work area for Union business without prior permission. Such permission will not be unreasonably withheld.
 4. No member of the Union shall be discharged or otherwise discriminated against because he or she has filed a claim with any

governmental agency or a grievance with the Union. Any dispute arising from this provision will be referred to the grievance procedure and arbitration. Nothing herein shall be construed to prevent an employee from communicating directly with management regarding a problem or complaint.

- C. There shall be no deductions for charities, gifts or donations from the wages or pay checks of employees unless blanket or specific authorization is given by the Union in writing to the individual Employer or to the Council.
- D. New classifications established under the jurisdiction of the Union shall be added to and made a part of Schedule "A" with a mutually agreed upon wage rate.
- E. After ninety (90) calendar days from the date of employment, except in the case of maternity leave, any employee who is absent from employment due to illness or injury or maternity leave as certified to by a physician and qualifying, if otherwise eligible, for State Disability or Industrial Accident Insurance benefits, shall, upon release by his or her doctor and certification of ability to perform his or her former duties, be reinstated to the position held prior to his or her disability, subject to the following conditions: In order to qualify under this provision, the employee must notify the Employer on the first day of absence if he or she is able to do so. The Employer may, at the Employer's expense, require certification of a doctor of his or her choosing. The employee must return to work within six (6) calendar months from the date of disability in order to qualify under this provision. Where an employee is out more than once from the same illness, all time out counts toward the six (6) month return to work provision. In the event the employee's disability goes beyond the time limits set forth above, then the employee will be placed on a lay-off status with recall rights for the next available opening in the employee's classification as set forth in Section 16. An employee qualifying under this provision shall not lose any rights under this Agreement, including vacation rights.
- F. Waiters and Waitresses shall not be held responsible for credit card shortages or funds unless it can be shown that such loss or shortages is caused by a dishonest or willful act or gross negligence of the employee. Any grievances arising under this provision shall be determined under the procedures set forth in Section 17.
- G. Warning notices shall be expunged from an employee's records after two (2) calendar years, if the employee has not had another disciplinary action for the same type of offense for two (2) calendar years, and shall not be used as the basis for discipline nor submitted in evidence in any grievance or arbitration.

- H. The Employer shall consult with the Union upon request in each hotel to establish a program, or to modify an existing program, for health and safety on the job.
- I. Housekeeping: Side letters of agreement for each hotel were prepared in 1989 and made part of the Agreement, which list and preserve for the duration of the Agreement the existing conditions, rules, payments, etc., affecting Room Attendants' room quotas and related items. In addition, said agreed upon room quotas shall be affected by the following rules:
- Reduce the daily room quota otherwise prevailing in each Hotel by one (1) for any Room Attendant who has eight (8) or more checkouts on any day.
 - Pay one-half ($\frac{1}{2}$) the straight time hourly rate of pay for each room over the daily quota cleaned within eight (8) hours.
 - Pay \$1.00 for each cot, crib, sofa bed, or roll-a-way bed a Room Attendant is assigned to make up.

If any Hotel has existing provisions superior to the improvements listed above, such superior provisions shall be listed in the side letter and maintained.

Section 15. Ownership of Gratuities

- A. All gratuities shall be the property of the individual employee and shall not be deemed a part of the basic wage. No employee shall be required or permitted to contribute any part of his or her wages, tips or gratuities to the Captain, Headwaiter, Headwaitress, Head Bartender, Manager, Assistant Manager, or anyone in charge. The Employer shall have no right to order the manner in which tips should be distributed among employees.
- B. Gratuities on charged checks, excluding banquets, shall be paid by the Employer on the date of service without requiring the employee to wait for a charged bill to be paid by the customer. Gratuities on banquets for extra banquet employees, including bartenders, shall be paid within seven (7) days from the date of service if the amount is known, or as soon thereafter as the amount is known.
- C. Room Service. Hotels which have a practice of adding a gratuity to room service checks, or which have announced to employees the intention of adding such gratuity to room service checks, shall continue for the duration of this Agreement to add such gratuity, in a percentage not less than that being added or having been announced as of December 2, 1988. Other Hotels shall either begin adding a gratuity of fifteen percent (15%) to room

service checks, or shall print "Gratuity Not Included" on Room Service checks. Upon request by the Union any Hotel shall negotiate with the Union regarding problems affecting room service employees, and particularly their income, and regarding solutions to such problems. Such negotiations shall commence within ninety (90) calendar days of the signing of this Agreement. [From 1989 Side Letter of Agreement]

Section 16. Seniority and Work Opportunity

- A. The Employer shall recognize hotel seniority from the employee's original date of hire at the establishment, and departmental seniority from the employee's original starting date in the employee's classification and department. The Employer shall afford employees, in the order of their departmental seniority, preference within the same job classification over less senior employees in selection of shifts with days off within schedules determined by the Employer; in choice of vacation periods; and in permanent transfer within the same job classification to open positions in other work areas within the same department; provided, however, that the Employer may make temporary scheduling assignments without following seniority where operational needs require. Within the bargaining unit only, the Employer shall afford employees preference for promotion by Hotel seniority, provided the employee is qualified to perform the duties of the new position, and unless a junior employee has significantly greater qualifications for the promotion. An employee seeking transfer within the same job classification shall take precedence over an employee seeking promotion. In the event of a layoff or room closure, employees shall be laid off by department seniority in the affected area, beginning with the least senior employee. If such a layoff or room closure is anticipated by the Employer to be for more than ninety (90) calendar days, laid-off employees shall be offered positions of less senior employees in other areas of the hotel by hotel seniority so long as they are qualified to perform the work. In the event of a recall within the same department or a room reopening, employees shall be recalled in order of department seniority within each classification starting with the employee with the greatest department seniority.
- 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, department seniority date, starting and finishing times, and days off. The Employer shall keep the work schedule up to date. Every six (6) months the Employer will, upon request, furnish the Union with a current seniority list.
- C. In filling job vacancies which may exist within the bargaining unit, employees from within the hotel bargaining unit shall be given consideration in filling the vacancy prior to the consideration of other applicants. When an opening occurs in any classification covered by this Agreement, the Employer shall

post such opening, along with the work location and schedule of the vacancy, on employee bulletin boards for not less than seven (7) days. During the posting period, and thereafter until the position is filled, the Employer may fill the vacancy temporarily. Any employee may bid for the opening by submitting his or her name as designated on the posting. Such bid may be for a transfer or a promotion. Any employee who does not bid for the posted opening shall not have the right to grieve. The opening shall be awarded in accordance with Section 16A above.

D. An employee who is laid off for a period anticipated by the Employer to be ninety (90) calendar days or less shall have the right to replace an employee with less department seniority in another job classification within the same department provided the senior employee has previously worked for the Employer in the other job classification and is still qualified to perform the work. Employees exercising such option shall work the same schedule of hours and days off and at the same classification rate of pay as the individual replaced.

E. In the event an employee who, within sixty (60) calendar days of his promotion or transfer or filling a vacancy, decides to return to his or her former job classification or is not able to perform the work of the new position in a satisfactory manner, he or she shall be returned to his or her former classification at the then current wage scale for that job classification without loss of seniority. Any employee promoted or transferred to a position with the Employer outside of the bargaining unit who desires to return to his or her former job classification shall notify the Employer within sixty (60) calendar days of the date of his or her promotion or transfer and shall be returned to said former job classification without loss of seniority.

F. Seniority shall be broken and shall cease upon:

1. Discharge for just cause.
2. Voluntary quit.
3. Absence due to leave of absence under Sections 6 and 14 of this Agreement which exceeds the time allowed under such Section.
4. Failure of an employee to return to work upon recall within five (5) working days after written notice is sent to him or her by the Employer at his or her last known address appearing on his or her records.
5. Absence due to layoff exceeding nine (9) calendar months, except that in the case of the closure of a hotel or a significant part of a hotel, the Employer and the Union shall negotiate regarding seniority protection [also see the two (2) Remodeling Memoranda of Understanding attached to this Agreement]

G. It is agreed that the Employer shall make judgments about qualifications in the first instance, and may act upon such judgments, and that such

judgments may subsequently be reviewed and resolved, along with the application of any other provisions of this Section, under the grievance and arbitration procedure of this Agreement.

- H. The parties shall agree in each Hotel on the appropriate system for banquet scheduling.

Section 17. Grievance Procedure and Grievance Mediation

- A. All questions, grievances or controversies pertaining to the application or interpretation of this Agreement shall be handled in the following manner:

STEP 1. Claims of alleged violation of the terms and provisions of this Agreement should not be considered unless one of the parties hereto notifies the other of such violation within sixty (60) days after the occurrence thereof; and in any event no retroactive adjustment if required shall exceed sixty (60) days from the day the grievance is first submitted to the Employer, or his or her designated representative, by the employee or by the Union, except that the sixty (60) day retroactive adjustment provision shall not apply to claims for vacation pay, provided that such vacation pay claims shall be waived if the claim is not filed within 15 months of the due date of the vacation pay.

STEP 2. The Employer and the Union shall attempt to settle the matter within 7 days.

STEP 3. If no settlement is reached within this seven (7) day period, then the question, grievance or controversy shall be submitted in writing within an additional seven (7) days to the Employer by the Union or to the Union by the Employer, as the case may be.

STEP 4. If the matter cannot be disposed of within fourteen (14) days from the date of such written notice, then the matter may be referred to an impartial arbitrator for determination.

STEP 5. Arbitration:

- (a) Due notice of submission to arbitration shall consist of written notice to the Employer concerned if the issue is raised by the Union or, if the issue is raised by the Employer, written notice to the Union.

- (b) The decision of the Arbitrator shall be issued within ten (10) days from the close of hearing on any matter.

- (c) The Arbitrator shall be selected by the Union and the Employer. If the parties are unable to agree on an Arbitrator, either the Union or the Employer or both may request a list of five (5) proposed arbitrators from the Federal Mediation and Conciliation Service. From this list, each party shall alternately scratch two (2) names, with the first party to scratch being decided by lot. The remaining name shall be the Arbitrator.
 - (d) The impartial Arbitrator shall have no authority to amend, alter, add to or subtract from this Agreement. All expenses of the Arbitrator shall be jointly and equally shared by the parties. The decision of the Arbitrator shall be final and binding and shall have the effect of a legal judgment and shall become a part of this Agreement, and each of the parties hereto agrees to abide by said decision of the Arbitrator.
- B. All time limits specified in this Section may be extended by mutual consent of the parties hereto.
- C. Pending a determination of any matter in dispute, the status quo existing prior to the matter becoming a dispute shall remain in effect, except in cases involving suspensions or discharges.
- D. The parties agree that the grievance procedure set forth in this Section 17 shall be the sole and exclusive method of settling all claims, grievances or controversies arising out of the terms of this Agreement, and the Union agrees to do everything in its power to see that no other agency is utilized in attempting to enforce claims arising out of this Agreement.
- E. The provisions of the Section 17 shall not apply to any claim or demand when asserted by or on behalf of the Trustees of the Los Angeles Hotel-Restaurant Employer-Union Welfare and Retirement Funds against any Employer member of Council.
- F. The parties agree to a grievance mediation procedure on a voluntary basis.

Prior to the grievance or controversy being submitted to arbitration, either party may file a written request for grievance mediation which will take place providing there is mutual agreement. The grievance mediation hearing shall be held within 30 days of said written request, unless the time limit is extended by mutual agreement in writing.

The Grievance Mediation Board shall consist of management representative(s) and Union representative(s) plus a neutral mediator who shall act as Chairperson and who shall mediate the dispute in an attempt to have the parties reach a settlement. The manager involved in the incident or circumstances giving rise to the dispute

should be present at the Grievance Mediation Hearing.

The Grievance Arbitration Hearing shall be governed by the following rules: (1) The grievant shall have a right to be present at the hearing; (2) Each party shall have one (1) principal spokesperson; (3) Outside lawyers or consultants shall not participate in the hearing; (4) Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing; (5) Proceedings shall be informal in nature. The presentation of evidence is not limited to that presented at earlier steps of the grievance procedure. The rules of evidence shall not apply and no formal record of the hearing shall be made; (6) The mediator shall have the authority to meet separately with any person or persons but will not have the authority to compel a resolution of a grievance; (7) If no settlement is reached, the mediator shall provide the parties with an immediate written advisory decision; (8) The mediator shall state the grounds for his/her advisory decision; (9) The Grievance Mediation Board shall have no power to alter or amend the terms of the Collective Bargaining Agreement; (10) The parties agree to use the FMCS or State Conciliation Service as mediators.

As an alternative, by mutual agreement in advance of the hearing, the neutral person may be designated a mediator/arbitrator who will attempt to mediate the dispute, and in the event a mediated settlement cannot be reached, the decision of the mediator/arbitrator shall be binding on both parties.

In the event that a grievance which has been mediated by in Mediation Hearing subsequently goes to arbitration, no person serving as a mediator between these parties may serve as an arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the hearing may be used against them at arbitration.

Grievance Procedure Flow Chart (all are calendar days)

STEP 1: Notify the other party of a violation within 60 days of its occurrence.

STEP 2: Attempt to settle the grievance within 7 days from Step 1 notification.

STEP 3: Submit grievance in writing within 7 additional days.

STEP 4: Attempt to settle grievance within 14 days of Step 3 written grievance.

STEP 5: Refer to arbitration within 30 days after Step 4 or unsuccessful Mediation Hearing.

STEP 6: Arbitration hearing should be held as soon as possible, subject to the parties agreeing to an arbitrator and the arbitrator's availability.

OPTIONAL MEDIATION STEP: At any point in the grievance process, the parties may agree to refer the grievance to mediation. The mediation hearing should be held within 30 days of the agreement to use mediation. If mediation fails to produce a settlement, refer to arbitration (Step 6) within 30 days of the mediation hearing.

Section 18. Prohibiting Against Strikes, Picketing and Boycotts

- A. The Union shall not engage in or sanction any slowdown, work stoppage, strike, picketing, boycott or other job action during the term of this Agreement, and the Employer shall not engage in any lockout practice nor discriminate against Union employees. There shall be no wildcat strikes or strikes over safety, unless conditions present a clear, immediate and present danger to health and safety. The Union agrees to take every action within their power to immediately terminate any strike which may occur in violation of this section. Any employee actually and actively engaged in a violation of this section shall be subject to discipline by the Employer up to and including discharge.
- B. Nothing in this Agreement shall require the Union or members thereof to cross a picket line established in connection with a labor dispute involving the Employer by a Union or Unions, other than the undersigned which has been duly sanctioned by the Los Angeles County Federation of Labor, AFL-CIO, after a hearing has been granted each affected Employer.

- C. Any dispute arising in connection with the negotiations pertaining to Schedule "A", Section 22-B, or negotiations regarding Health & Welfare contribution rates as allowed in Section 8-A-4, which cannot be resolved by the parties within a reasonable time may be submitted by either party to the Federal Mediation and Conciliation Service for adjudication according to its rules. Either party may, upon request, have the matter heard by a three-person panel, one from the Employer, one from the Union, and the Chairperson from the Federal Mediation and Conciliation Service as designated. However, before any matter shall be submitted to arbitration, the party requesting it shall give notice in writing to the other party not less than five (5) days in advance. The parties agree that when any matter is submitted to arbitration, and pending the decision thereon, no action shall be taken by either party hereto. The decision of the Arbitration shall be final and shall have the effect of legal judgment, and each of the parties hereto agrees to abide by the decision of the Arbitrator.

Section 19. More Favorable Contract Clause [Suspended for the duration of this Agreement]

- A. The Union agrees that in the event any contract or agreement is executed by the Union with any Employer of the same classification and type of establishment located within the geographical jurisdiction of the Union, and said contract or agreement, taken as a whole, is more favorable to the Employer than this Agreement, then the Council may request the substitution of that entire Agreement for this entire Agreement. If the Union does not agree that said other contract or agreement, taken as a whole, is more favorable to the Employer than this Agreement, then the Council may submit the issue for arbitration in accordance with the arbitration procedure established by this Agreement. In any such proceeding, the burden of proof as to which agreement is more favorable to the Employer shall be on the Council. Pending a final determination in any such proceeding, the Employers shall not implement any change in this Agreement, and pending such final determination this Agreement shall continue in full force and effect.
- B. It is understood and agreed, however, that on first contracts, it may be necessary to provide graduated steps up to the wages and conditions provided in this Agreement and that therefore the terms and conditions of new contracts with new establishments are recognized as an exception to this provision for the first year of such new contracts with such new establishments. A copy of all contracts granting any conditions which are more favorable than those contained herein must be filed with the *Los Angeles Hotel Employer's Council*, within seven (7) days after the execution thereof. It is recognized that the Union may have bartender-only contracts in public premise licensed establishments where no food is served.

The above paragraph shall not be applicable to Lancaster, Palmdale and immediately adjacent areas; nor shall the above paragraph be invoked with respect to enforcement of the checkoff provisions where the Union did not utilize the checkoff provisions in connection with establishments in escrow, receivership or similarly known to be in a category of financial instability.

Section 20. Management's Prerogatives

- A. Any of the rights, powers, or authority the Employer had prior to the signing of this Agreement are retained by the Employer except those specifically abridged, delegated or modified by this Agreement.
- B. **Scope of Bargaining:** 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 the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in 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, including fringe benefits, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. This waiver does not apply to inadvertent errors, or instances where new jobs or new job duties are established.
- C. **General Savings Clause:** It is the intent of the parties hereto to abide by all applicable Federal and State statutes covering the subject matter of this Agreement. Should any provision or provisions, including sub-parts of provisions of this Agreement be determined to be contrary to any such State and Federal law, all other provisions and sub-parts of provisions of this Agreement shall remain in full force and effect, and substitutions for the invalidated provision or sub-parts of provisions shall be immediately negotiated.
- D. The Employers shall abide by the provision of the California Family Leave Act and the Americans with Disabilities Act. If the application of any provision of this Agreement conflicts with the Employers' obligations under either Act, the parties shall meet to negotiate a solution. In no event shall this Agreement be interpreted or applied to require an Employer to violate either Act.

Section 21. Cooks' Trainee Program

When and if the Cooks' Apprenticeship Program is approved by the Board of Directors and sufficient apprentices are indentured and in training requiring the services of a full-time personnel, it is agreed that the amount required to finance this program will be negotiated by the parties, such amount to be in addition to the increases heretofore agreed upon.

Cooks' Apprentices shall be trained under the direction of the Chef or Sous Chef.

Section 22. Immigration

- A. No employee employed continuously since November 6, 1986, or before shall be required to document immigration status.
- B. The Union and the Employer will negotiate over issues related to the immigration status under the Immigration Reform and Control Act of 1986 of employees covered by this Agreement.
- C. 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, provided that the new social security number is valid and the employee is authorized to work in the United States.

In the event that an employee has a problem with his or her right to work in the United States, after completing his or her introductory or probationary period, the Employer shall notify the Union in writing, and upon the Union's request, agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached. Whenever possible, this meeting shall take place before any action by the Employer is taken.

The Union and the Employer have an interest in avoiding the necessity of terminating trained employees due to the employee losing his or her authorization to work in the United States. In order to assist employees in a timely manner to take advantage of the prepaid legal services plan and/or other assistance provided by the Union regarding immigration matters, the Employer agrees to share with the Union and/or authorized Chief Shop Stewards, upon request, in the Human Resources Department, the names of employees whose work authorizations are going to expire in the 60-day period following the request.

In the event that an employee is not authorized to work in the United States following his or her probationary or introductory period, and his or her employment is terminated for this reason, the Employer agrees to immediately reinstate the employee to his or her former position, without loss of prior seniority (i.e., seniority, vacation or other benefits do not continue to

accrue during the period of absence) upon the employee providing proper work authorization within 12 months from the date of termination.

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

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

Also, the six-month restriction in Section 6B on prorated vacations for terminated employees will not apply to employees covered by this section.

Section 23. Duration of this Agreement

This Agreement shall be in full force and effect from October 15, 2004, through November 30, 2006, and shall automatically be renewed for one year at a time thereafter unless terminated or reopened for alteration in the manner hereinafter provided; either party to the Agreement may terminate it or reopen it for new negotiations on November 30, 2006 by giving notice in writing to the other party not less than sixty (60) days prior to November 30, 2006, and in the absence of notice in writing given in the manner hereinafter provided, the Agreement shall be renewed for another calendar year but may be terminated or reopened for negotiations by either party by giving not less than sixty (60) days' notice in writing prior to any subsequent annual anniversary date, and the Agreement shall be renewed automatically from year to year thereafter until terminated by one of the parties hereto in the manner provided on the annual anniversary date.

SIGNED THIS ___ DAY OF _____, 2005.

UNITE HERE! LOCAL 11, AFL-CIO

LOS ANGELES HOTEL EMPLOYER'S COUNCIL

BY Maria Elena Durazo
Maria Elena Durazo, President

BY Mary Mestas 8-5-05

BY Harris 8/7/05

BY Mella 8/10/05

BY [Signature] 8/10/05

BY [Signature] 8/10/05

BY John Stoddard 8/15/05

BY _____

BY _____

BY _____

UNIFORM CONTRACT SCHEDULE "A"
Hotels and Motels

The following tables list the wages for each classification. For all classifications, the following rules apply:

1. **EXTRA WORK:** \$2.00 per day above scale. The extra work differential is applicable to all extra employees hired to work less than four days per calendar week, and to all Room Attendants assigned to work less than four days per calendar week.
2. **NIGHT SHIFT DIFFERENTIAL:** (work starting at or after 8:00 PM): In all classifications \$2.60 per day above scale, effective 3/1/91.
3. **SHORT SHIFT EMPLOYEES** who work on the seventh consecutive day shall be paid at the rate of double time as per section 9E (all employees except extra cooks).
4. **ON ALL SPLIT SHIFT:** minimum call for breakfast or lunch is 3 hours, dinner is four hours.
5. **NEW YEAR'S EVE EXTRA WORK:** \$2.00 per day above scale.

UNIFORM CONTRACT
Schedule "A"
Hotels and Motels

COOKS:

Chef Open
 Sous Chef Open

Minimum 10% per day above the highest classification rate of pay.
 Minimum 10% per day above the highest classification rate of pay.

Cooks:	Effective 10/16/03	Effective 10/16/04	Effective 4/16/05	Effective 4/16/06
Second Cook Saucier	\$14.06	\$14.21	\$14.46	\$14.71
Night Chef	\$14.06	\$14.21	\$14.46	\$14.71
Pastry Chef	\$14.06	\$14.21	\$14.46	\$14.71
Second Pastry Chef	\$13.30	\$13.45	\$13.70	\$13.95
Pastry Cook	\$12.93	\$13.08	\$13.33	\$13.58
Head Baker	\$14.06	\$14.21	\$14.46	\$14.71
Second Baker	\$13.30	\$13.45	\$13.70	\$13.95
Baker	\$12.93	\$13.08	\$13.33	\$13.58
Roast Cook	\$13.83	\$13.98	\$14.23	\$14.48
Carver (Exhibition carving from carts for a majority of shift.)	\$13.83	\$13.98	\$14.23	\$14.48
Broiler Cook	\$13.83	\$13.98	\$14.23	\$14.48
Head Fry Cook	\$13.83	\$13.98	\$14.23	\$14.48
Fry Cook	\$13.30	\$13.45	\$13.70	\$13.95
Dish-up	\$12.93	\$13.08	\$13.33	\$13.58
Head Garde Manger	\$14.06	\$14.21	\$14.46	\$14.71
Second Garde Manger	\$13.30	\$13.45	\$13.70	\$13.95

Cooks:	Effective 10/16/03	Effective 10/16/04	Effective 4/16/05	Effective 4/16/06
Other Garde Manger	\$12.93	\$13.08	\$13.33	\$13.58
Head Delicatessen	\$14.81	\$14.96	\$15.21	\$15.46
Delicatessen	\$14.14	\$14.29	\$14.54	\$14.79
Delicatessen Carver	\$14.14	\$14.29	\$14.54	\$14.79
Delicatessen-Fry Cook (less than 4 hours per day as Deli)	\$13.70	\$13.85	\$14.10	\$14.35
Lead Butcher	\$14.06	\$14.21	\$14.46	\$14.71
Butcher	\$13.30	\$13.45	\$13.70	\$13.95
Poultry and Fish Butcher	\$12.93	\$13.08	\$13.33	\$13.58
Head Pantry	\$13.30	\$13.45	\$13.70	\$13.95
Pantry	\$12.93	\$13.08	\$13.33	\$13.58
All Assistants and Helpers	\$12.01	\$12.16	\$12.41	\$12.66
Vegetable Cook	\$12.93	\$13.08	\$13.33	\$13.58
First Relief Cook	\$14.06	\$14.21	\$14.46	\$14.71
Second Relief Cook	\$13.30	\$13.45	\$13.70	\$13.95
Extra Cook (8 hours or less)	\$14.06	\$14.21	\$14.46	\$14.71
New Year's Eve Extra Work	\$15.08	\$15.23	\$15.48	\$15.73

The Employer may have the option of either furnishing Cooks' uniforms or paying 50 cents per day in lieu thereof, but such linens shall be laundered by the Employer

Kitchen employees: Minimum call eight (8) hours.

Extra Cooks shall be separate classification with a flat rate of pay for eight hours or less.

Relief Cooks shall be a separate classification with a flat rate of pay for eight hours or less.

Chef and Sous Chef Classifications, which are now open, shall be paid a minimum of 10% per day above the highest classification rate of pay.

The Employer shall have safety mats on the kitchen floors in appropriate work areas.

The Employer shall make available heat-proof gloves where required.

The Employer shall provide dish-washers with rubber or plastic aprons.

DINING ROOM EMPLOYEES	Effective 10/16/03	Effective 10/16/04	Effective 4/16/05	Effective 4/16/06
Headwaiter or Head Waitress				
8 hour shift	\$ 6.94			
7-8 hours within 12 split	\$ 7.18			
Short shift (4 hour minimum call)	\$ 7.63			
Captain				
8 hour shift	\$ 6.53			
7-8 hours within 12 split	\$ 6.80			
Short shift (4 hour minimum call)	\$ 7.18			
Wine Steward/Stewardess or Sommelier				
8 hour shift	\$10.32			
7-8 hours within 12 split	\$11.09			
Short shift (4 hour minimum call)	\$11.35			
DINING ROOM EMPLOYEES	Effective 10/16/03			

DINING ROOM EMPLOYEES	Effective 10/16/03	Effective 10/16/04	Effective 4/16/05	Effective 4/16/06
Head Dining Room Attendant (Bus Person)				
8 hour shift	\$ 9.82	\$9.97	\$10.22	\$10.47
7-8 hours within 12 split	\$10.25	\$10.40	\$10.65	\$10.90
Short Shift (4 hour minimum call)	\$10.80	\$10.95	\$11.20	\$11.45
Dining Room Attendant (Bus Person)				
8 hours shift	\$ 9.75	\$9.90	\$10.15	\$10.40
Short Shift (4 hour minimum call)	\$ 9.75	\$9.90	\$10.15	\$10.40
Split Shift: 6-8 hours within 12 split. Minimum call 3 hours. Add split shift premium of \$4.25	\$ 9.75	\$9.90	\$10.15	\$10.40
Walter or Waitress: Hotel & Restaurant				
8 hour shift	\$5.75			
7-8 hours within 12 split	\$5.75			
Short shift (3 hour minimum call for breakfast and lunch; 4 hour minimum call for dinner)	\$5.75			
Split Shift: 6-8 hours within 12. Minimum call 3 hours. Add split premium of \$4.25	\$5.75			

DINING ROOM EMPLOYEES	Effective 10/16/03	Effective 10/16/04	Effective 4/16/05	Effective 4/16/06
DINING ROOM EMPLOYEES	Effective 10/16/03			
Head Hostess or Host				
8 hour shift	\$11.97	\$12.12	\$12.37	\$12.62
7-8 hours within 12 split	\$12.27	\$12.42	\$12.67	\$12.92
Short shift (4 hour minimum call)	\$13.17	\$13.32	\$13.57	\$13.82
Hostess or Host				
8 hour shift	\$11.44	\$11.59	\$11.84	\$12.09
7-8 hours within 12 split	\$11.71	\$11.86	\$12.11	\$12.36
Short shift (4 hour minimum call)	\$12.58	\$12.73	\$12.98	\$13.23
Cashier				
8 hour shift	\$11.44	\$11.59	\$11.84	\$12.09
7-8 hours within 12 split	\$11.71	\$11.86	\$12.11	\$12.36
Short Shift (4 hour minimum call)	\$12.58	\$12.73	\$12.98	\$13.23
Food Checker				
8 hour shift	\$11.81	\$11.96	\$12.21	\$12.46
7-8 hours within 12 split	\$12.09	\$12.24	\$12.49	\$12.74
Short shift (4 hour minimum call)	\$12.99	\$13.14	\$13.39	\$13.64
Combination Cashier and Food Checker				
8 hour shift	\$11.81	\$11.96	\$12.21	\$12.46
7-8 hours within 12 split	\$12.09	\$12.24	\$12.49	\$12.74

Short shift (4 hour minimum call)	\$12.99	\$13.14	\$13.39	\$13.64
Cart Man or Woman (Applies to employees who sell or deliver food or beverages from a portable cart to areas outside the dining room such as to offices in an office building). 8 hour shift	\$11.06	\$11.21	\$11.46	\$11.71
New Years Eve Extra Work	\$12.64	\$12.79	\$13.04	\$13.29

All a la carte checks presented to patrons, including room service checks, shall be printed with a statement that a gratuity is not included in the charge on the check, except for situations where the gratuity is included. It is understood that this shall be done effective with the next printing of checks for each outlet.

BANQUET SERVICE

Waiters or Waitresses	Effective 10/16/03
Breakfast, Luncheon or Tea beginning before 4:00 p.m. 3 hours or less minimum	\$18.75
Dinner 4 hours or less, minimum	\$24.60
Dinner-Dance - 8 hours or less	\$46.00
Hourly Overshift Rate for 3+4 hour Shifts*	\$ 5.75
Hourly Overtime Rate for Work Over 8 Hours*	\$ 8.63
Banquet Busser (Hourly Rate)	\$ 8.31

*Compensation for all hours worked in excess of the above designated minimum shift hours shall be at the rate of state or federal minimum wage per hour (e.g., \$5.75/hr in 1998), except that work performed in excess of eight hours per day shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for the eight hour shift (e.g., 1-1/2 times \$5.25 = \$7.88 per hour in 1998).

1. Except for French Service, waiters or waitresses required to serve more than twenty (20) guests shall be paid \$.56 per person effective March 1, 1991, in excess of this limit for breakfast, luncheon or tea, and \$.62 per person effective March 1, 1991, in excess of this limit for dinner.

2. On French Service at banquets, the limit on number of guests served shall be 15 and the waiters and waitresses required to serve more than 15 guests shall receive the above contract excess allowance rates per guest. The preceding paragraph is also applicable to French Service.
3. When Banquet Waiters or Waitresses are called upon to serve another banquet they shall be paid the full rate of another party, as per wage schedule. This provision applies to all cases where the two banquets are held during different hours, but does not apply when the two banquets are served simultaneously during the same banquet shift. Banquet waiters and waitresses 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 to them to serve.
4. **Records:** On all banquets, the Employer shall maintain a record and require supervisory or executive employees to maintain a record of the total gratuities paid and received by the Employer or by any supervisory or executive employee and such records shall be made available to the Union upon request. This does not apply where the customer gives the gratuity in cash and the Employer has no knowledge thereof.

Banquet records shall be made available by the Hotel for inspection by the employees. The records shall be maintained according to the form attached to Schedule "A".

5. **Premium Pay:** On Banquet-Script parties, or banquets where no gratuities are provided for in the charge, and where no food is served, pay shall be \$10.00 per day above the banquet scale and the Employer will be responsible up to \$10.00 above scale less gratuities received.

A premium of \$20 shall be paid for New Year's Eve work.

7. **Gratuities:** The distribution of banquet gratuities and/or service charges shall be as determined by the Union for each Hotel and provided in writing by the Union to the Hotel. Before any significant change is made by the Union in the distribution of gratuities, the Union shall advise the Council and the Hotel(s) involved and give good faith consideration to any views the Employer may have on the operational impact of such changes.

The banquet service charge is fifteen percent (15%) of the guest's check, or more, if the established practice in any Hotel is for more than fifteen percent (15%). Such service charge will be provided on all banquet functions except in-house parties. On in-house parties only, a gratuity will be provided, but the Employer does not guarantee that such in-house function gratuity will be fifteen percent (15%).

BARTENDERS

Working Head Bartender: highest classification rate (minimum 10% above the highest rate of pay). Duties include assigning bartenders to stations.

BARTENDERS:	Effective 10/16/03	Effective 10/16/04	Effective 4/16/05	Effective 4/16/06
Bartender: 8 hour shift	\$12.19	\$12.34	\$12.59	\$12.84
Short shift (4 hour minimum call)	\$13.41	\$13.56	\$13.81	\$14.06
Service Bartender: 8 hour shift	\$13.83	\$13.98	\$14.23	\$14.48
Short shift (4 hour minimum call)	\$15.21	\$15.36	\$15.61	\$15.86
Bar Helper: 8 hour shift	\$11.52	\$11.67	\$11.92	\$12.17
Mini-Bar Stocker: 8 hour shift	\$11.52	\$11.67	\$11.92	\$12.17
Short shift (4 hour minimum call)*	\$12.67	\$12.82	\$13.07	\$13.32
New Year's Eve Extra Work	\$13.79	\$13.94	\$14.19	\$14.44

Extra Work - Bartender - \$2.00 per day above Bartender's scale.

No short shift bartender shall be permitted to work a split shift or two shifts in the same day.

A Service Bartender is a Bartender whose regular duties exclude direct service to customers except during occasional relief periods. The classification also covers any Bartender who is required to perform any clerical work beyond that which is necessary to balance the cash register at the end of the shift.

* No employee who was hired by the Employer prior to July 8, 1992, and who is working in the classification of Mini-bar Stocker shall be required to work a short shift. Available work in this classification shall be scheduled by seniority. The parties agree that short shift schedules in this classification are to be additive only, to accommodate such activities as larger-than-usual check-ins and check-outs, and are not to be used to dilute the normal availability of full-shift work.

MISCELLANEOUS KITCHEN EMPLOYEES

MISCELLANEOUS KITCHEN EMPLOYEES	Effective 10/16/03	Effective 10/16/04	Effective 4/16/05	Effective 4/16/06
Assistant Kitchen Steward	\$11.48	\$11.63	\$11.88	\$12.13
Storekeeper	\$11.48	\$11.63	\$11.88	\$12.13
Head Dishwasher	\$11.48	\$11.63	\$11.88	\$12.13
Dishwasher	\$11.25	\$11.40	\$11.65	\$11.90
Vegetable Worker	\$11.25	\$11.40	\$11.65	\$11.90
Porter	\$11.25	\$11.40	\$11.65	\$11.90
Silver Worker	\$11.25	\$11.40	\$11.65	\$11.90
Glasswasher	\$11.25	\$11.40	\$11.65	\$11.90
Potwasher	\$11.25	\$11.40	\$11.65	\$11.90
Combination Dishwasher, Potwasher or Vegetable Worker	\$11.25	\$11.40	\$11.65	\$11.90
Miscellaneous Kitchen Employees	\$11.25	\$11.40	\$11.65	\$11.90
Kitchen Runner	\$11.25	\$11.40	\$11.65	\$11.90
New Year's Eve Extra Work	\$12.09	\$12.24	\$12.49	\$12.74

Miscellaneous Kitchen employees: Minimum call, eight (8) hours.
 The Employer shall have safety mats on the kitchen floors in appropriate work areas.
 The Employer shall make available heat-proof gloves where required.
 The Employer shall provide dish-washers with rubber or plastic aprons.

CAFETERIAS:

CAFETERIAS	Effective 10/16/03	Effective 10/16/04	Effective 4/16/05	Effective 4/16/06
Dinner Cooks	\$13.75	\$13.90	\$14.15	\$14.40
Pantry Chef	\$13.75	\$13.90	\$14.15	\$14.40
Second Pastry Chef	\$13.01	\$13.16	\$13.41	\$13.66
Roast Cook	\$13.57	\$13.72	\$13.97	\$14.22
Carver (Exhibition carving from carts for majority of shift)	\$13.57	\$13.72	\$13.97	\$14.22
Fry Cook	\$13.05	\$13.20	\$13.45	\$13.70
Dish-up	\$12.64	\$12.79	\$13.04	\$13.29
Head Garde Manger	\$13.75	\$13.90	\$14.15	\$14.40
Second Garde Manger	\$13.01	\$13.16	\$13.41	\$13.66
Other Garde Manger	\$12.64	\$12.79	\$13.04	\$13.29
Head Butcher	\$13.75	\$13.90	\$14.15	\$14.40
Butcher	\$13.01	\$13.16	\$13.41	\$13.66
Poultry and Fish Butcher	\$12.64	\$12.79	\$13.04	\$13.29
Head Poultry	\$13.01	\$13.16	\$13.41	\$13.66
Pantry	\$12.64	\$12.79	\$13.04	\$13.29
First Relief Cook	\$13.75	\$13.90	\$14.15	\$14.40
Second Relief Cook	\$13.01	\$13.16	\$13.41	\$13.66
Vegetable Cook	\$12.64	\$12.79	\$13.04	\$13.29
Wheel	\$13.01	\$13.16	\$13.41	\$13.66
Cook's Helper	\$11.73	\$11.88	\$12.13	\$12.38

CAFETERIAS	Effective 10/16/03	Effective 10/16/04	Effective 4/16/05	Effective 4/16/06
Extra Cook	\$13.75	\$13.90	\$14.15	\$14.40
Miscellaneous Kitchen Classification	\$11.23	\$11.38	\$11.63	\$11.88

Kitchen Employees: Minimum call, eight (8) hours.

The Employer may have the option of either furnishing Cook's uniforms or paying 50¢ per day in lieu thereof; but such linens shall be laundered by the Employer.

Cafeterias (Continued)	Effective 10/16/03	Effective 10/16/04	Effective 4/16/05	Effective 4/16/06
Line Server				
8 hour shift	\$10.73	\$10.88	\$11.13	\$11.38
7-8 hours within 12 split	\$11.32	\$11.47	\$11.72	\$11.97
Short shift (4 hours minimum call)	\$11.80	\$11.95	\$12.20	\$12.45
Cashier				
8 hour shift	\$11.44	\$11.59	\$11.84	\$12.09
7-8 hours within 12 split	\$11.71	\$11.86	\$12.11	\$12.36
Short shift (4 hours minimum call)	\$12.58	\$12.73	\$12.98	\$13.23
Checker				
8 hour shift	\$11.81	\$11.96	\$12.21	\$12.46
7-8 hours within 12 split	\$12.09	\$12.24	\$12.49	\$12.74
Short shift (4hours minimum call)	\$12.99	\$13.14	\$13.39	\$13.64
Cafeterias (Continued)	Effective 10/16/03			

Cafeterias (Continued)	Effective 10/16/03	Effective 10/16/04	Effective 4/16/05	Effective 4/16/06
Line Server				
Combination Cashier and Checker				
8 hour shift	\$11.81	\$11.96	\$12.21	\$12.46
7-8 hours within 12 split	\$12.09	\$12.24	\$12.49	\$12.74
Short shift (4 hours minimum call)	\$12.99	\$13.14	\$13.39	\$13.64
Service Fountain Man or Woman				
8 hour shift	\$11.32	\$11.47	\$11.72	\$11.97
7-8 hours within 12 split	\$11.63	\$11.78	\$12.03	\$12.28
Short shift (4 hours minimum call)	\$12.49	\$12.64	\$12.89	\$13.14
Dining Room Attendants (Buspersons)				
8 hour shift	\$10.65	\$10.80	\$11.05	\$11.30
7-8 hours within 12 split	\$11.26	\$11.41	\$11.66	\$11.91
Short shift (4 hours minimum call)	\$11.72	\$11.87	\$12.12	\$12.37
Supply Person				
8 hour shift	\$10.65	\$10.80	\$11.05	\$11.30
7-8 hours within 12 split	\$11.26	\$11.41	\$11.66	\$11.91
Short shift (4 hours minimum call)	\$11.72	\$11.87	\$12.12	\$12.37

PASTRY AND CONFECTIONARY COUNTER EMPLOYEES

PASTRY AND CONFECTIONARY COUNTER EMPLOYEES	Effective 10/16/03	Effective 10/16/04	Effective 4/16/05	Effective 4/16/06
Head Pastry and Confectionary Counter Employees	\$11.63	\$11.78	\$12.03	\$12.28
Pastry and Confectionary Employees	\$11.11	\$11.26	\$11.51	\$11.76
Trainee Pastry and Confectionary Counter Employees	\$10.77	\$10.92	\$11.17	\$11.42

Minimum call, eight (8) hours.

OFF-THE PREMISES CATERING, OUT-OF-TOWN BANQUETS, BARBECUES, PICNICS, AND PRIVATE CATERING

OFF-THE PREMISES, ETC.	Effective 10/16/03	Effective 10/16/04	Effective 4/16/05	Effective 4/15/06
Cooks - 8 hour shift	\$15.42	\$15.57	\$15.82	\$16.07
Captain - 8 hour shift	\$ 7.30			
Head Hostess - 8 hour shift	\$11.70	\$11.85	\$12.10	\$12.35
Waiter or Waitress - 8 hour shift	\$ 6.17			
Miscellaneous Kitchen Employees - 8 hour shift	\$11.80	\$11.95	\$12.20	\$12.45
Bartenders - 8 hour shift	\$12.90	\$13.05	\$13.30	\$13.55
Service Bartenders - 8 hour shift	\$15.49	\$15.64	\$15.89	\$16.14

For all Off-The-Premises-Catering, no shorts shifts. No split shifts. Minimum call, eight (8) hours.

HOTEL & MOTEL SERVICE WORKERS

BELL SERVICE Department	Effective 10/16/03
Working Bell Captain	\$ 6.00
Stationary Desk Captain	\$ 6.00
Bell Person - 8 hour shift	\$ 6.00
Short shift (minimum call 4 hours)	\$ 6.60
Bell-Garage Runner Combination	\$ 6.40
Bell-Elevator Combination	\$ 6.40
Bell-Package or Page Combination	\$ 6.40
Page	\$ 6.40
Package Person	\$ 6.40
Bell Baggage Porter Combination	\$ 6.40

Butler - Wages subject to negotiations at each hotel.

All Bell Service Department employees shall be provided at least two uniforms of coat and pants, or jacket and pants, or heavy uniform type shift and pants per week.

Bell Persons shall not be required to perform room attendant's duties.

HOUSEKEEPING DEPARTMENT:	Effective 10/16/03	Effective 10/16/04	Effective 4/16/05	Effective 4/16/06
Assistant Housekeeper	\$11.32	\$11.47	\$11.72	\$11.97
Inspector/Floor Housekeeper	\$11.06	\$11.21	\$11.46	\$11.71
Linen Room Worker	\$11.02	\$11.17	\$11.42	\$11.67
Draperly - Sewer	\$11.20	\$11.35	\$11.60	\$11.85

HOUSEKEEPING DEPARTMENT:	Effective 10/16/03	Effective 10/16/04	Effective 4/16/05	Effective 4/16/06
Seamstress-Sewer	\$11.02	\$11.17	\$11.42	\$11.67
Rest Room Attendant	\$11.02	\$11.17	\$11.42	\$11.67
*Room Attendant	\$11.02	\$11.17	\$11.42	\$11.67
Short shift "Turn Down Service" (4 hour minimum call)	\$12.12	\$12.27	\$12.52	\$12.77
Head House Attendant	\$11.48	\$11.63	\$11.88	\$12.13
**House Attendant	\$11.25	\$11.40	\$11.65	\$11.90
Banquet House Attendant	\$11.25	\$11.40	\$11.65	\$11.90
Handyman or Woman (Utility)	\$11.68	\$11.83	\$12.08	\$12.33
Patrolman or Woman	\$11.53	\$11.68	\$11.93	\$12.18
Storeroom Employee/Receiving Clerk	\$11.48	\$11.63	\$11.88	\$12.13
Combination Bell Person/House Attendant	\$11.25	\$11.40	\$11.65	\$11.90
Combination Linen Room/Clerical (applicable to employees who spend 4 or more hours doing linen room work)	\$11.28	\$11.43	\$11.68	\$11.93

- * Room attendants perform general room cleaning (and bathroom) and light hall cleaning, including bed making, but excluding any heavy lifting, mattress turning, heavy vacuuming, wall washing and/or moving heavy furniture. On any shift when these excluded duties are performed, the provisions set forth in Section 9-K shall be applicable.
- ** House attendants perform specialized house cleaning duties or assignment that require a high degree of skill, responsibility or uncommon physical effort, perform heavy room and hall cleaning, including items excluded above from the Room Attendants classification. House attendants shall not be requested to perform other jurisdiction craft work, such as painters, plumbers and operating engineers.

When employees are requested to work on their regular days off, they shall be notified by the Employer the day before except in cases of

emergency. Should an employee be unable to work on such days off because of making other plans, they shall not be terminated or suspended or penalized in any manner.

Housekeeping department employees, excluding Assistant Housekeeping and Secretary of Housekeeper, shall be provided a minimum of at least two uniforms per week. House Attendants shall be provided with at least two uniforms, smocks or slacks or overalls, or jackets and pants per week.

HOTEL FRONT OFFICE DEPARTMENT	Effective 10/16/03	Effective 10/16/04	Effective 4/16/05	Effective 4/16/06
Group I				
Key, Mail & Information Clerk, File Clerk, General Clerk/Typist	\$12.22	\$12.37	\$12.62	\$12.87
Group II				
Room Clerk, Reservation Clerk, Room-Reservation Clerk, Front Office Cashier, Combination Room Clerk-Telephone PBX	\$12.79	\$12.94	\$13.19	\$13.44
# Short Shift (4 hour minimum)	\$14.07	\$14.22	\$14.47	\$14.72
Night Auditor Billing & Voucher Clerk	\$12.79	\$12.94	\$13.19	\$13.44
Group III				
Accounting Clerk, Food & Beverage Clerk, Bookkeeping Machine Operator, Stenographer or Steno/Typist	\$13.23	\$13.38	\$13.63	\$13.88
HOTEL FRONT OFFICE DEPARTMENT	Effective 10/16/03	Effective 10/16/04	Effective 4/16/05	Effective 4/16/06

HOTEL FRONT OFFICE DEPARTMENT	Effective 10/16/03	Effective 10/16/04	Effective 4/16/05	Effective 4/16/06
Group I				
Group IV				
Telephone-PBX Operator	\$11.44	\$11.59	\$11.84	\$12.09
# Short Shift (4 hour minimum)	\$12.58	\$12.73	\$12.98	\$13.23
Circuit Of Message	\$11.44	\$11.59	\$11.84	\$12.09
Working Chief PBX	\$11.88	\$12.03	\$12.28	\$12.53
Working Chief Supervisor (if works 2 or more hours in shift as PBX operator)	\$11.88	\$12.03	\$12.28	\$12.53
Working PBX Supervisor	\$11.88	\$12.03	\$12.28	\$12.53

No employee who was hired by the Employer prior to July 8, 1992, and who is working in the classification of Room Clerk, Reservation Clerk, Room-Reservation Clerk, Front Office Cashier, Telephone-PBX Operator and Combination Room Clerk/Telephone-PBX, shall be required to work a short shift. Available work in these classifications shall be scheduled by seniority. The parties agree that short shift schedules in these classifications are to be additive only, to accommodate such activities as larger-than-usual check-ins and check-outs, and are not to be used to dilute the normal availability of full-shift work.

No other short shifts except for where short shift rates are indicated in Schedule "A" wages.

- (1) Telephone Operators who do not receive their lunch period away from their board because of the nature of their shift shall receive a balanced meal, plus \$2.00 per day above scale. If no meal is available, \$2.50 shall be paid.
- (2) Front Desk classifications required to handle and do business that involves receiving and disbursing funds, such as room rent, room service charges and other normal hotel charges shall not be held responsible for shortages of funds unless it can be shown that such loss or shortage is caused by a dishonest or willful act or by gross negligence of the employee.
- (3) Employees authorized by management to accept checks will not be held responsible for checks honored in the normal course of business if such checks represent insufficient funds, etc., unless it can be shown that said loss or shortage is caused by a dishonest or willful act or by gross negligence of the employee.
- (4) Pursuant to the provisions of Section 11 of the Agreement in case of Hotel and Motel Service Workers' Classifications, all uniforms and linens shall be furnished and laundered by the Employer without cost to the employee; at the option of the Employer, he or she may pay 50¢ per day, or \$2.50 per week in lieu of laundering or cleaning. In applying these provisions to Hotel and Motel Service Workers'

Classifications, "uniforms and linens" mean any apparel specified by the Employer to be worn by employees in the service of the Employer, also note above specific provisions under Bell Service and Housekeeping Departments.

- (5) For purpose of applying Paragraph E of Section 9 of the Agreement to Hotel and Motel Service Workers' Classifications, all hotels shall be deemed to be seven-day operations entitling such employees to two (2) consecutive days off in each period of seven (7) consecutive days or else the penalty on overtime provision of said Paragraph E shall be applied, except where a department is operating six (6) days as defined in Section r.
- (6) No split shifts.

Remodeling Memorandum of Understanding #1

This Memorandum of Understanding is entered into by and between the Hotel-Restaurant Employers' Council of Southern California, Inc. (hereinafter referred to as "the Council") and Hotel Employees and Restaurant Employees Union, Local 11, AFL-CIO (hereinafter referred to as 'the Union').

In the event any hotels covered by the Agreement between the Council and the Union dated April 16, 1998 are closed temporarily for remodeling for a period longer than nine months, that Agreement shall continue to apply to the hotel if it reopens during the term of that Agreement. In the event the hotel reopens after the termination of that Agreement, the parties believe that there is no legal impediment to the continuation of collective bargaining during the remodeling and the enforceability of any successor collective bargaining agreement that may be concluded before the hotel resumes operations. Nevertheless, in view of the sometimes unpredictable interpretations of the National Labor Relations Act, and in order to provide for the contingency that the NLRB finds the negotiation of a successor labor agreement to be unlawful, or any such agreement resulting therefrom unenforceable, or insufficient to act as a contract bar with respect to representation petitions, the parties agree to give effect to the following terms and conditions in the event that any of the following occurs:

- A. The NLRB issues a complaint challenging the legality and/or enforceability of any Collective Bargaining Agreement that results from collective bargaining during the suspension of hotel operations;
- B. The NLRB issues a complaint against either an employer and/or Union challenging the employer's continued recognition of the Union as the employees' bargaining representative after resumption of hotel operations and/or the negotiation of a successor Collective Bargaining Agreement;
- C. The NLRB issues a complaint or otherwise indicates (Advice Memorandum, etc.) that it will not give contract bar effect to any Collective Bargaining Agreement negotiated during the suspension of hotel operations;
- D. The NLRB, or a federal court, requires in any way, by issuance of a complaint or order, or otherwise, that the Union establish that a majority of employees in an appropriate bargaining unit desire the Union to act as their collective bargaining representative before according the Union the status of bargaining representation and/or enforcing any Collective Bargaining Agreement negotiated between the Union and the employer.

In any of the conditions described above occur, this Memorandum of Understanding shall take effect for the purpose of establishing ground rules and to avoid picketing and/or other economic action at an employer's work place in the event the Union decides to conduct an organizing campaign at the hotel.

Accordingly, it is agreed that in the event the Union, or any other employee organization, decides to organize the employees of the Hotel, the following will apply:

1. The parties mutually recognize that national labor law guarantees employees the right to select any labor organization to act as the employees' exclusive bargaining representative for the purpose of collective bargaining with the Hotel, or to refrain from such activity.
2. The Hotel will take no action or make any statement that will directly or indirectly state or imply the Hotel's preference or non-preference for unionization of its employees in general, or for recognition or non-recognition of the Union signatory to this Agreement.
3. The Union and its representatives will not coerce or threaten any employee of the Hotel in an effort to obtain Union authorization cards.
4. If, at any time, the Union signatory to this Agreement, or any other employee organization that may seek to organize employees of the Hotel, provides written notice to the Hotel of its intent to organize employees, the Hotel will grant access to its employees, by the Union, or any other employee organization, in the employee cafeteria and adjacent non-public areas of the Hotel during their off-work periods for organizational purposes, provided that there is no interference the normal operations of the Hotel.
5. Within ten (10) days following receipt of such written notice of intent to organize employees, the Hotel will furnish the Union, or any other employee organization attempting to organize the employees, with a complete list of its employees, including both full and part-time employees, showing their full names, addresses, telephone numbers, job classifications and departments. Upon request and no more frequently than monthly, the employer will provide updated lists.
6. In the event the signatory Union or another employee organization requests recognition, a disinterested, neutral party mutually satisfactory to the Hotels and the Union or another employee organization, will be selected to conduct a review of employee authorization cards submitted by such Union or employee organization in support of its claim to represent a majority of employees in the traditional bargaining unit. The card check shall be conducted within three (3) business days of the request. If a majority of the employees in the bargaining unit, as established by the employer's most recent payroll records issued prior to the request for a card check, have signed representation cards, the neutral shall so certify and shall retain copies of the cards and payroll records for later verification, if the need arises.

If a majority of employees within a traditional bargaining unit have designated the signatory Union or other employee organization to represent them, the Hotel shall recognize that Union and negotiations will commence for a Collective Bargaining Agreement. Neither the employer nor the Union will file a petition with the National

Labor Relations Board for an election in connection with any demand for recognition and card check provided in this Agreement.

7. During the life of this Agreement, whenever employment sources are notified in filling any permanent, part-time, temporary, relief or other positions, the Hotel may notify the Union of such vacant positions and consider the employment of persons referred by the Union, provided that it is mutually understood that the Hotel is under no obligation to hire any persons referred by the Union.
8. During the life of this Agreement, the Union shall not engage in picketing or other economic activity at the Hotel, provided that during the post-recognition period, any employee organization or the Hotel shall be able to engage in lawful economic activity.
9. The parties agree that any disputes over the interpretation or application of this Agreement, except as stated below, shall be submitted to expedited arbitration (i.e., no briefs and mandatory bench decisions) before Arbitrator John Kagel or any other mutually acceptable arbitrator. The arbitrator shall have the authority to order the noncomplying party to comply with this Agreement and to issue any provisional relief (Temporary Restraining Orders) prior to a hearing. Notwithstanding this arbitration agreement, the Hotel shall be able to file a claim for breach of the "no-strike, no picketing" covenant expressed in paragraph 8 above, in a court of competent jurisdiction.

Remodeling Memorandum of Understanding #2

This Memorandum of Understanding, entered into as of April 16, 1992, by and between Hotel Employees and Restaurant Employees Union, Local 11 (hereinafter referred to as "the Union") and the Hotel-Restaurant Employers' Council of Southern California, Inc. (hereinafter referred to as "the Council") is in full and complete resolution of any and all issues relating to the decision of any employers covered by the April 16, 1992 Agreement between the Council and the Union to suspend operations for remodeling or the effects of that decision. The Union and the Council expressly waive any right they might otherwise have now or in the future to negotiate or bargain over any covered employer's decision to suspend operations for remodeling, or any effects of that decision which are or could be subject to collective bargaining. The Union and the Council each hereby expressly waives any right it might otherwise have now or in the future to negotiate or bargain with the other party regarding the specific agreements embodied herein. When the remodeling is completed, any covered employer will resume hotel operations and will offer the recall rights described below to employees who do not elect to receive the severance pay benefits described below.

Because the parties share a desire to continue a stable collective bargaining relationship, which has existed for many years, and in view of the continuity of an employer's operations after reopening, it is mutually agreed between the parties hereto that:

SEVERANCE PAY

1. Employees with more than one year of service as of their date of lay off who remain in the employ of the covered employer until they are laid off by action of the employer and who do not elect to be recalled in accordance with the provisions in item 2 below shall receive the following:

YEARS OF SERVICE

SEVERANCE PAY BENEFIT

Less than 1 year of service:

None

At least 1 but less than 5:

1 week's pay

At least 5 but less than 10:

2 weeks' pay

At least 10 but less than 15:

3 weeks' pay

15 or more:

\$100 per year of service (minimum of 3 weeks' pay)

A week of severance pay shall be based upon the average weekly pay received by the affected employee from the Employer for a six (6) month period immediately preceding the closure of the Hotel exclusive of gratuities or service charges. Pay for time off (holidays, vacations and sick leave) shall be included in such

computations. Employees who were on a leave of absence for any portion of the 6 month period shall not have the time spent on such leave of absence counted in the computation of the average pay per week.

Employees shall have a period of not less than ten (10) days to declare in writing at the Personnel Office of the Employer whether they wish to opt for the severance pay benefit package set forth above. If no such declaration is made within the specified time period, employees will be deemed to have waived their right to severance pay and shall be eligible for Recall Rights described in item 2 below. - Upon payment of severance, each employee will sign a Release in the form as attached hereto as Exhibit 'A.

RECALL RIGHTS

2. Employees laid off by the Employer in connection with the closure who have more than one year of service as of their date of layoff and who:
 - a. Do not opt for the severance pay provisions set forth in item number 1 above, and
 - b. Were not terminated or did not quit their employment with the Employer except for reasons associated with the closure, and
 - c. Remain available for employment with the Employer until laid off, shall be eligible for recall to available positions at the Hotel for which they are qualified.
 - d. Eligible employees who choose to be recalled for employment are required to notify the Employer's Personnel Office in writing of their current address and phone number and of any changes in their address or phone number. The Employer shall only be required to rely on the address and phone number information made available from the employee and which is on file in the Personnel Office.
 - e. The Employer will send letters by certified mail to the employee's last known address notifying employees who are subject to recall of available job openings in the relevant job classification at least 30 days prior to the date employment in the relevant job classification is available. The affected employee will have 14 days from the date on which she/he receives the Employer's notice letter to accept or refuse recall to employment by responding in person and submitting a written statement to the Employer's personal office. Employees who are subject to recall and who do not reply in person and in writing to the Employer's notice of recall letter within the specified time period or who do not return to work on the date and at the time specified in the Employer's notice of recall letter will be deemed to have waived their recall rights. The Employer will send the Union a 60 day written

notice of the anticipated date of the Hotel's reopening.

- f. Employees who are recalled shall be credited with their job classification seniority standing up to the point of closure of the hotel, for job schedule bidding, (shifts of work and days off) and length of vacations. In other respects, said recalled employees will be treated as new hires.
- g. Recalled employees will be eligible to take the time off for vacation that their prior job classification seniority allowed. However, the Employer has no obligation to pay for vacation time in excess of that which the employee would earn if the employee had been newly hired on his/her date of reemployment.

MEDICAL COVERAGE

- 3. a. Employees who do not quit the employment of the Employer and who are not terminated prior to the closure of the Hotel and who remain available for work until laid off by the Employer shall be eligible to receive medical insurance premium payments only on the following basis:

YEARS OF SERVICE

MEDICAL BENEFIT

At least 5 but, less than 15 Medical insurance only premium for two (2) months.

15 or more

Medical insurance only premium for four (40 months).

- b. Employees who become eligible for medical insurance coverage due to their employment with another employer(s) shall not have their medical insurance premium paid by the Employer as set forth in item 3a above.

CONTINUITY OF COLLECTIVE BARGAINING

In view of the continuity of representation by the Union, the parties' long standing collective bargaining history, and the recall rights established herein, the parties agree to engage in collective bargaining over the terms of a successor labor agreement to their current Agreement, if such current Agreement expires prior to the reopening of the Hotel. The parties mutually agree that in the event of a conflict between the terms of this Memorandum and any collective bargaining agreement between the parties, the terms of this Memorandum shall prevail.

Memorandum of Understanding on Banquets

This Memorandum of Understanding ("MOU") is entered into by and between the Hotel-Restaurant Employers' Council of Southern California, Inc. excluding the Hyatt Regency Los Angeles and Hyatt West Hollywood (hereinafter referred to as the "Employer") and the Hotel Employees and Restaurant Employees Union, Local 11, AFL-CIO (hereinafter referred to as the "Union") in reference to banquet rules. The parties agree as follows:

1. Whenever a hiring hall banquet server is dispatched for a function to a hotel, he/she will receive a minimum payment at the end of that function to be paid in cash or voucher as follows:

Three hours breakfast/lunch function = \$10.00

Four hours dinner function = \$15.00

Eight hours dinner/dance = \$25.00

Those hotels presently paying more will continue to do so.

2. All banquet servers' (except steady extras) checks will either be mailed to the Union or picked up by a Union runner.
3.
 - A) All checks will indicate the amount of service charge each server receives from each particular function he/she worked and any overtime the employees worked on any particular date.
 - B) Whenever a server works extra covers that information will be available to the union and the server on a form agreeable to the Union.
 - C) After the completion of a function all servers will receive their paychecks no later than the next succeeding regular payroll.
 - D) At all functions, management shall post the name of the function, the price of the plate, price of the beverage, the menu and the number of people management anticipates will be attending the function.
4. The Union shall send the information of what servers are being dispatched from the hall by fax or transmit said information by telephone.
5. Whenever an employee is schedule for an 8 hours dinner/dance such employee will receive their breaks at a time convenient to management.
6.
 - A) The industry and the Union have agreed that when an employee is a no-call no-show such employee shall be barred on the first offense from that hotel for 30 days. On the second offense for a no call-no show, the employee shall be barred for 60 days. For the third offense, the employee shall be

permanently barred from the hotel. Discipline for the second and third offenses will only be levied if such offenses occur within 2 calendar years of the first offense.

- B) Any hotel must notify the union hiring hall for any employees barred by the hotel prior to the next dispatch date for that bar to be effective. Otherwise the date of the barring will become effective on the date that the hotel notifies the union hiring hall.
7. Each hotel has agreed to provide individual employees dispatched from the hall with a locker or the hotel will secure their private property during the time they are working at the hotel.
 8. As soon as possible each hotel will supply the Union hiring hall with a current list of all employees who are barred and for how long they are being barred.
 9. The hotel and union have agreed that all jobs will be called in by 2:00 p.m. on dispatch days.

Whenever possible when a hotel knows they are going to have a major function requiring a large number of hiring hall extras, the hotel will notify the Union hiring hall well in advance of the function date and of the approximate number of servers needed.

The Hotel is required first to use its own steady banquet servers and then to use the hiring hall extras, and if the Hotel has exhausted both such sources and still needs additional workers, it may use its other workers on a voluntary basis or obtain workers from any other source, providing all such workers will be covered by the terms and conditions of the collective bargaining agreement.

10. A) Anybody who comes to a hotel to speculate will have to sign up on a first come first serve basis whether on an "A" list if they are on the "A" list at the hiring hall or on a "B" list if they are on the "B" list at the hiring hall. These speculation lists will be available approximately one hour before the beginning of the function. The "A" and "B" lists sign up sheets will be on a form agreeable to the Union.
- B) Further when filling jobs off the speculator lists, all employees on the "A" list will be utilized before moving to the "B" list and as stated above, jobs will be filled from each list in a descending order from the first employee to have signed up.
- C) In reference to speculators, the following will also apply
 1. The speculators will be on rotation after the last Roll Call number.

2. The speculators will register their names in the speculators' list at Job Dispatcher's office.
 3. The Roll Call-booking sheets and speculators lists will be faxed to the hotels.
 4. The speculators will not be disciplined for not showing up to the functions, and they will still have the right to work if they are not on the speculators list before any other person the Hotel chooses.
11. The daily speculator sign up sheets will be kept by each hotel for a minimum of 60 days.

12. **(For Banquet Department Only)**

The distribution of banquet gratuities and/or service charges as determined by the Union is set forth below. Before any significant change is made by the Union in the distribution of gratuities, the Union shall advise the Council and the Hotel(s) involved and give good faith consideration to any views the Employer may have on the operational impact of such changes.

15% to Supervision, meaning Maitre'D, Headserver and Captains; 85% to Bartenders and Servers as follows:

A. WHERE A BUS ATTENDANT POOL IS USED

1. BAR ONLY

5% - Bus Attendant pool
 80% balance - equal shares Bartenders and Servers
 1/2 share Barback

2. RECEPTIONS: FOOD & BAR

5% - Bus Attendant pool
BAR - remaining 80%
 2/3 Bartenders with 1/2 share Barback, 1/3 Servers
FOOD - remaining 80% Servers only

3. Food Functions (including wine, champagne, etc., served with meal)

5% - Bus Attendant pool
 80% remaining - Servers only

4. Coffee Breaks, etc. where no service is involved . . . 85% to Bus Attendant pool.

B. WHERE NO BUS ATTENDANT POOL IS USED

1. BAR ONLY

85% equal shares Bartender and Servers
½ share Barbacks and Bus Attendants

2. RECEPTIONS: FOOD & BAR

Bar - 2/3 share to Bartenders
with ½ share to Barbacks

1/3 share to Servers and Bus Attendants

Food - 85% to Servers and Bus Attendants

3. Food Function (including wine, champagne, etc., served with meal)

85% to Servers and Bus Attendants

4. Coffee Breaks, etc. where no service is involved. . . 85% to Bus Attendants

The practice for tip distribution for some Council Hotels varies from the above formula and those hotels should retain their current practice unless changes are agreed to by the Union.

If there is management change in the Banquet Department it will be management's responsibility to inform the new management as to how the formula is to be distributed regarding the 85% portion.

13. Hotels will report to the hiring hall positions that come open in the hotel for steady banquets so that those servers coming out of the hiring hall will have an opportunity to apply prior to the hotel advertising on the outside.
14. Hotels will provide the union upon request with the number of hours that each of their steady servers worked for the calendar year.
15. In reference to cash payments (Paragraph 1), disciplining banquet servers and other banquet related issues, the parties agree to find permanent solution through the Council/HERE Local 11 Hiring Hall Subcommittee.

FOR THE UNION:

Hotel Employees & Restaurant Employees
Union, Local 11, AFL-CIO

By: _____
MARIA ELENA DURAZO
President

FOR THE COUNCIL:

Hotel & Restaurant Employers' Council
of Southern California

By: _____
STUART KORSHAK
Council Attorney

REVISED WAGE SCHEDULE FOR CLASSIFICATIONS AFFECTED BY THE MINIMUM WAGE INCREASE

	Effective 04/16/00	Effective 01/01/01	Effective 04/16/01	Effective 10/16/01	Effective 01/01/02	Effective 04/16/02	Effective 06/16/02	Effective 10/16/02	Effective 04/16/03	Effective 10/16/03
DINING ROOM EMPLOYEES										
Captain										
8 Hour Shift	\$ 6.53	\$ 6.64	\$ 6.64	\$ 6.64	\$ 7.11	\$ 7.11	\$ 7.53	\$ 7.53	\$ 7.53	\$ 7.53
Waiter or Waitress: Hotel & Restaurant										
8 Hour Shift	\$ 5.55	\$ 5.86	\$ 5.86	\$ 5.86	\$ 6.33	\$ 6.33	\$ 6.75	\$ 6.75	\$ 6.75	\$ 6.75
7-8 Hours within 12 split	\$ 5.55	\$ 5.86	\$ 5.86	\$ 5.86	\$ 6.33	\$ 6.33	\$ 6.75	\$ 6.75	\$ 6.75	\$ 6.75
Short shift (3 hour minimum call for breakfast and lunch; 4 hour minimum)	\$ 5.55	\$ 5.86	\$ 5.86	\$ 5.86	\$ 6.33	\$ 6.33	\$ 6.75	\$ 6.75	\$ 6.75	\$ 6.75
Split Shift: 6-8 hours within 12. Minimum call 3 hours. Add split premium of \$4.25	\$ 5.55	\$ 5.86	\$ 5.86	\$ 5.86	\$ 6.33	\$ 6.33	\$ 6.75	\$ 6.75	\$ 6.75	\$ 6.75
BANQUET SERVICE										
Captain										
8 Hour Shift	\$ 6.53	\$ 6.64	\$ 6.64	\$ 6.64	\$ 7.11	\$ 7.11	\$ 7.53	\$ 7.53	\$ 7.53	\$ 7.53

	Effective 04/16/00	Effective 01/01/01	Effective 04/16/01	Effective 10/16/01	Effective 01/01/02	Effective 04/16/02	Effective 06/16/02	Effective 10/16/02	Effective 04/16/03	Effective 10/16/03
Waiters or Waitresses										
Breakfast, Luncheon or Tea beginning before 4:00 p.m. 3 hours or less minimum	\$18.15 \$6.05/hr.	\$19.08 \$6.36/hr.	\$19.08 \$6.36/hr.	\$19.08 \$6.36/hr.	\$20.49 \$6.83/hr.	\$20.49 \$6.83/hr.	\$21.75 \$7.25/hr.	\$21.75 \$7.25/hr.	\$21.75 \$7.25/hr.	\$21.75 \$7.25/hr.
Dinner 4 hours or less minimum	\$23.80 \$5.95/hr.	\$25.04 \$6.26/hr.	\$25.04 \$6.26/hr.	\$25.04 \$6.26/hr.	\$26.92 \$6.73/hr.	\$26.92 \$6.73/hr.	\$28.60 \$7.15/hr.	\$28.60 \$7.15/hr.	\$28.60 \$7.15/hr.	\$28.60 \$7.15/hr.
Dinner-Dance - 8 hours or less	\$44.40 \$5.55/hr.	\$46.88 \$5.86/hr.	\$46.88 \$5.86/hr.	\$46.88 \$5.86/hr.	\$50.64 \$6.33/hr.	\$50.64 \$6.33/hr.	\$54.00 \$6.75/hr.	\$54.00 \$6.75/hr.	\$54.00 \$6.75/hr.	\$54.00 \$6.75/hr.
Hourly Overshift Rate for 3+4 hour shifts	\$ 5.75	\$ 5.86	\$ 5.86	\$ 5.86	\$ 6.33	\$ 6.33	\$ 6.75	\$ 6.75	\$ 6.75	\$ 6.75
OFF-THE-PREMISES, ETC.										
Waiter or Waitress - 8 hour shift	\$ 6.17	\$ 6.17	\$ 6.17	\$ 6.17	\$ 6.33	\$ 6.33	\$ 6.75	\$ 6.75	\$ 6.75	\$ 6.75
BELL SERVICE DEPARTMENT										
Working Bell Captain	\$ 5.85	\$ 6.16	\$ 6.16	\$ 6.16	\$ 6.63	\$ 6.63	\$ 7.05	\$ 7.05	\$ 7.05	\$ 7.05
Stationary Desk Captain	\$ 5.85	\$ 6.16	\$ 6.16	\$ 6.16	\$ 6.63	\$ 6.63	\$ 7.05	\$ 7.05	\$ 7.05	\$ 7.05
Bell Person - 8 hour shift	\$ 5.85	\$ 6.16	\$ 6.16	\$ 6.16	\$ 6.63	\$ 6.63	\$ 7.05	\$ 7.05	\$ 7.05	\$ 7.05
Short Shift (minimum call 4 hours)	\$ 6.44	\$ 6.78	\$ 6.78	\$ 6.78	\$ 7.29	\$ 7.29	\$ 7.76	\$ 7.76	\$ 7.76	\$ 7.76
Bell-Garage Runner Combination	\$ 6.25	\$ 6.40	\$ 6.40	\$ 6.40	\$ 6.40	\$ 6.40	\$ 6.75	\$ 6.75	\$ 6.75	\$ 6.75
Bell-Package or Page Combination	\$ 6.25	\$ 6.40	\$ 6.40	\$ 6.40	\$ 6.40	\$ 6.40	\$ 6.75	\$ 6.75	\$ 6.75	\$ 6.75
Page	\$ 6.25	\$ 6.40	\$ 6.40	\$ 6.40	\$ 6.40	\$ 6.40	\$ 6.75	\$ 6.75	\$ 6.75	\$ 6.75

	Effective 04/16/00	Effective 01/01/01	Effective 04/16/01	Effective 10/16/01	Effective 01/01/02	Effective 04/16/02	Effective 06/16/02	Effective 10/16/02	Effective 04/16/03	Effective 10/16/03
Package Person	\$ 6.25	\$ 6.40	\$ 6.40	\$ 6.40	\$ 6.40	\$ 6.40	\$ 6.75	\$ 6.75	\$ 6.75	\$ 6.75
Bell/Baggage Porter Combination	\$ 6.25	\$ 6.40	\$ 6.40	\$ 6.40	\$ 6.40	\$ 6.40	\$ 6.75	\$ 6.75	\$ 6.75	\$ 6.75

(a) The Century Plaza currently has a fixed rate for all banquet servers on short shifts of \$5.85. Said rate shall be increased as follows:

01/01/2001: \$6.16 01/01/2002: \$6.63 06/16/2002: \$7.05

(b) For those hotels already at the minimum wage for an 8-hour shift, including the Sheraton Universal and Holiday Inn, the new rates for an 8-hour shift shall be as follows:

01/01/2001: \$6.25 01/01/2002: \$6.50 06/16/2002: \$6.75

The hotels will follow Schedule A for three (3) and four (4) hours shift.