

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**SUPERHOST ENTERPRISES (OPERATING THE
HILTON GARDEN INN DETROIT DOWNTOWN)**



AND

UNITEHERE! LOCAL 24, AFL-CIO



June 30, 2022 – June 29, 2024

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This Agreement is entered into effective on June 30, 2022, by and between Superhost Enterprises (the “Employer”) operating the Hilton Garden Inn Detroit Downtown, 351 Gratiot Avenue, Detroit, Michigan 48226, and UNITE HERE Local 24, AFL-CIO (the “Union”).

ARTICLE 1 – UNION SECURITY

1.01 Recognition. The Employer recognizes the Union as the sole and exclusive bargaining representative of all full-time and regular part-time employees for the positions listed in Schedule A for the above location, but excluding all other personnel including guards, administrative employees, and supervisors as defined in the National Labor Relations Act. This Agreement shall not apply to any other location operated by the Employer, the hotel owner, or the hotel brand franchisor.

1.02 Union Membership.

- (a) Effect of State Law. The former union security provisions of this Agreement as set forth below shall be of no force and effect so long as such provisions are contrary to Michigan law as expressed in 2012 Public Act No. 348 (MCL 423.14); provided, however, that if such state law is either declared invalid or is repealed or modified to make union security (including any form thereof) lawful, the union security provisions of this Agreement will again be in force and effect to the fullest extent permitted by law, including without limitation such lesser forms of union security such as “fair share” or “agency fee” if those lesser forms of union security are all that is permitted by law:

The Employer agrees that all employees of the Employer covered by this Agreement who are presently members of the Union, shall maintain their membership in said Union and all present employees, who are not members, and all new employees, shall become and remain members in good standing of the Union on the thirty-first (31st) day following the beginning of his or her employment. Any employee who fails to tender his membership dues, initiation or reinstatement fees uniformly required as a condition of acquiring or retaining membership in accordance with the foregoing subsection shall be discharged. The Union shall send a letter of termination for non-remittance of dues and initiation fees to the Employer, with a copy to the affected employee.

- (b) Unless the Union security provisions of this Agreement become operative as set forth in subparagraph (a) above, Union membership on the part of any employee shall be voluntary. The Employer shall continue its neutral approach to Union membership, and thus shall not make adverse or positive comments about Union membership or Union dues deduction cards and shall not advise applicants or employees regarding the need for or desirability of Union membership.

1.03 Visitation. A reasonable number of authorized representatives of the Union shall be permitted to visit 351 Gratiot Avenue, Detroit, Michigan 48226 for the purpose of administering this Agreement or as otherwise permitted by the National Labor Relations Act and they shall advise management of their presence upon entering the premises. Representatives of the Union shall not interfere with the operations of the Hotel while present on the aforesaid premises.

1.04 Steward. From among the employees from each department, the Union may designate, and the Employer will recognize not more than one (1) steward to serve as the Union's agent in the representation of employees in that department. The Employer shall not be required to recognize any employee as a steward unless the Union has informed the Employer, in writing, of the employee's name, department, and designation as a steward. A steward shall not be compensated by the Employer for his duties as a steward and the steward shall perform such steward duties during times when he is not scheduled to work for the Employer, except a steward will be permitted a reasonable time off from work, without loss of pay, in handling grievances on the Employer's premises. A steward is a Union agent for the purposes of handling, adjusting, and settling Union and employee grievances which may arise under this Agreement.

1.05 Union Meetings. Union officers and stewards shall be excused to attend Union meetings, without pay, upon notification to the Employer prior to the work schedule being posted. Duly elected delegates to Union conventions or assemblies shall be excused from work, without pay, for the purpose of attending such conventions or assemblies without any loss of seniority rights or benefits upon reasonable notification to Employer. Time off for local conventions shall not exceed seven (7) calendar days, and time off for International conventions shall not exceed fifteen (15) calendar days. Negotiating committee members will be paid by the Employer for any lost work time. Unpaid Union business leave, not to exceed four (4) months, will be granted to up to three (3) employees at any one time for the purpose of accepting employment with the Union. There will be no loss of seniority rights for an employee on a Union leave of absence.

1.06 Books and Records. Payroll records for employees shall be made available to the Union within seven (7) business days following receipt of a written request from the Union.

1.07 Bulletin Boards. The Union may post, on existing bulletin boards provided by the Employer for the posting of notices by individual employees, as permitted by law.

1.08 Union Dues.

- (a) The Employer agrees to deduct membership dues, initiation and reinstatement fees in such sums as are established by the Union in accordance with its constitution and by-laws, from the pay of each employee, provided no such sums shall be deducted from an employee's wages until the employee has signed a card authorizing such deductions. Such assignment shall be irrevocable for a period of one year, or the termination of this Agreement, whichever first occurs.
- (b) If notice of revocation is not given in accordance with the terms set forth on the deduction card, the authorization shall be automatically renewed for successive periods of one year thereafter, with the same privilege of revocation as set forth on

the deduction card. The money so authorized shall be deducted from the employee's first paycheck each month and remitted to the Union. Such remittance shall be made on forms supplied by the Union, setting forth the names, addresses, job classifications, starting date of new employees and social security number of employees. Upon completion of thirty (30) days of employment, the Employer agrees to add the names of all newly-hired employees who sign a deduction card to such check-off. The Employer agrees to remit the monthly dues for such employees upon the signing of the authorization cards by them.

- (c) The Employer shall deduct from the pay of each employee who has signed an authorization and assignment form, dues, initiation, and/or reinstatement fees established by the Union in accordance with its constitution and by-laws. Deductions shall be made from the first payroll period of each month and transmitted to the Union on or before the fifteenth (15th) day of each month thereafter, with forms showing the name, social security number, job classification and amount of deduction of each employee.
- (d) The Employer shall remit each month to the designated financial officer of the Union, the amount of deductions made for that particular month, together with a list of employees and their social security numbers, for whom such deductions have been made. This information shall be in a mutually agreed upon electronic format. The remittance shall be forwarded to the above designated financial officer not later than the fifteenth (15th) of the month received by the employee for the month of the dues that are being paid.
- (e) The Employer shall furnish the Union with a quarterly list of all employees in the bargaining unit, including each employee's name, social security number, department, home address, phone number, status (full-time, part-time, etc.), date of hire and date of birth. The information shall be in a mutually agreed upon electronic format.

1.09 Labor Management Committee. In order to encourage good morale and productivity, it is agreed that upon request by either party, not more often than once a month (unless mutually agreed upon to meet more frequently due to need), to participate in meetings for the purpose of discussing issues such as morale, productivity, work rules, absenteeism, etc. Such meetings shall include employees designated by the Union, Union Representatives, and management personnel designated by the Employer. The Union and Employer representatives shall agree on the agenda and time schedule in advance. Both the Employer and the Union shall give good faith consideration to the views expressed in the meetings.

1.10 New Hire Orientation. Upon request by the Union, Union representatives shall be afforded the opportunity to meet with new hires for thirty (30) minutes during the new employee orientation session, or within the first thirty (30) days of employment if the Employer does not hold an orientation session within that time frame, without Employer representatives present. The Union shall provide advance written notice of any Union representatives designated to

conduct such session. New hires participating in the session will be on paid time. The Union shall not make any disparaging comments about the Employer during such sessions.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights. The Employer shall remain vested with full and exclusive control and direction of the management and operation of the Hotel and its employees. By way of illustration, and not by way of limitation, the Employer retains the sole right:

- (a) To direct the work force and to determine the policies and methods of operating its business;
- (b) To decide the number and type of machines, equipment, material, products and supplies to be used or operated;
- (c) To determine the extent to which the Hotel and/or its equipment, and the various departments/rooms, and sub-departments/rooms thereof, shall be operated, expanded, reduced, shut down, discontinued, merged, liquidated, or relocated, closed, sold, or otherwise diverted;
- (d) To decide the amount of supervision and direction of the work force;
- (e) To be the sole and final judge of the qualification of all applicants, with the absolute right to select and determine the employees it will hire;
- (f) To determine staffing levels;
- (g) To establish or revise hours of work and work schedules;
- (h) To introduce new, different, or improved methods and procedures in its operations, and to otherwise generally manage the business.

2.02 Employee Supervision. The Employer further retains the right to suspend, promote, demote, transfer, discipline, release, layoff, and discharge employees, provided the exercise of this right will not discipline unjustly or discharge employees subject to other applicable provisions of this Agreement.

2.03 Work Rules. It is agreed that the Employer has the right to make such rules and regulations, not in conflict with this Agreement, as it may from time-to-time deem best for the purpose of maintaining order, safety, and/or effective and efficient operation of the Hotel, and/or the individual departments thereof.

2.04 Retention of Rights. The Employer not exercising any function hereby reserved to it, or exercising any such function in a particular way, shall not be deemed a waiver of the right to

exercise such function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

2.05 Maintenance of Benefits. The Employer shall continue to extend to all employees covered by this Agreement non-contractual benefits including, but not limited to, such programs or policies as tuition reimbursement, management referral incentives, and discounted rooms at this hotel or other Employer properties on the same terms and conditions as non-bargaining unit employees. Such benefit programs and policies may be implemented, modified, or discontinued at the discretion of the Employer, provided there is no violation of another express provision of this Agreement and the Employer provides 45 days' written notice of such changes to the Union and the employees.

ARTICLE 3 – WORKING CONDITIONS

3.01 Full/Part Time Employees. A full-time employee is an individual who is hired as such and is normally scheduled to work on average at least thirty (30) hours per weekly payroll period during any two consecutive calendar quarters. A part-time employee is an individual who is hired as such and is normally scheduled to work less than thirty (30) hours per weekly payroll period during any two consecutive calendar quarters. The Employer shall provide the Union with a quarterly report of hours worked by covered employees, within 15 days after the end of the calendar quarter.

3.02 Bargaining Unit Work. Non-covered employees shall not perform bargaining unit work, except for emergencies, training employees, or to cover needed work when employees are absent or unavailable. Non-covered employees does not refer to or include temporary agency workers, *i.e.*, persons utilized from third-party employment agencies. Notwithstanding the foregoing, in the restaurant outlets only, non-covered employees also may work up to five full shifts per week.

3.03 Postings. The Employer shall post each week, in a conspicuous place in each department available to employees and Union representatives, a work schedule showing the classifications, first and last name, and scheduled work times. Such posting shall be made at least four days prior to the start of the work schedule. Schedule changes shall be communicated to the affected employee no less than 24 hours prior to the scheduled work start time.

3.04 Time Off Request. An employee requesting a non-vacation day(s) off shall fill out a form and submit it to his/her manager no more than two (2) weeks prior to the schedule being posted. The manager will respond in writing to the employee, with either “granted” or “denied” on the same form, in a reasonable amount of time not to exceed one (1) week.

3.05 Scheduling. Employees may trade days off in a scheduled workweek, with the prior approval of the Employer, which shall not be unreasonably withheld. The Employer will endeavor to maximize the number of full-time positions, based on employee availability. Unless agreed otherwise, no split shifts will be scheduled.

3.06 Rest Between Shifts. No employee shall be scheduled to work less than eight (8) hours (twelve (12) hours for the front desk) from the end of his/her last scheduled shift unless the employee agrees, or in the case of an emergency, or an employee group meeting has been scheduled by the Employer. The rest between shifts requirement shall not apply to banquet employees. If an employee is required to extend his/her shift and stay overnight at the Hotel because of an emergency, the Employer will provide the employee with a room if the Employer determines that a room is available, but if management determines that no room is available, then the employee will be provided with a cot and some other place to sleep.

3.07 Hours of Work. A normal day shall consist of an eight hour (8) work day. Employees shall be provided with one (1) ten (10) minute break during each four (4) full hours worked, taken near the middle of such four (4) hour period, as scheduling permits. A normal week's work shall consist of seven (7) days, Saturday through Friday, and forty (40) hours. All work in excess of forty (40) hours in anyone workweek, or required after six (6) consecutive work days but prior to the next day off, shall be paid at time and one-half of the employee's wage rate. Overtime, other than overtime required as a result of working more than six (6) consecutive days, will be assigned on the basis of classification seniority.

3.08 Reporting. When the Employer instructs an employee to report to work, but the employee is not allowed to work, the employee will be paid at the regular rate of pay for four (4) hours. Employees who voluntarily leave work with the Employer's approval in accordance with a request for an early out will be paid only for the actual hours worked.

3.09 Meetings. Employees who are required to attend an Employer-scheduled meeting on their day off shall receive a minimum four (4) hours of pay at the applicable hourly rate. This shall not apply to meetings in which attendance is not mandatory.

3.10 Leaves of Absence. The Employer will recognize the following leaves of absence:

- (a) **Leave of Absence** - up to thirty (30) days of unpaid leave, by mutual agreement between the Employer and employee.
- (b) **Bereavement** - up to three (3) paid days will be granted to full-time employees, in case of a death in the immediate family (spouse, parent, spouse's parents, siblings, child, stepchildren, grandparent, grandchildren). If funeral attendance requires air travel, the employee shall receive an additional two (2) paid bereavement days.
- (c) **Jury Duty** - up to fourteen (14) paid days will be provided, with compensation to be based on the difference between the full-time employee's wage rate and jury duty compensation received.
- (d) **Personal Leave** - after six months of employment, full-time employees shall receive up to six (6) paid personal leave days (48 hours) per year, based on the following schedule:

Vested After Accrual Rate:

6 Months 0.0230 hours earned per eligible hour worked from hire date

Eligible hours worked for personal leave purposes shall be the same as those used for vacation time. Accrued personal leave days may be rolled over, up to a maximum often (10) such days. Personal days will be scheduled upon the mutual agreement of the employee and management, except for an emergency or sickness, in which case notice shall be given as soon as practicable. The use of a personal day as a sick day does not necessarily prevent the absence from counting as an occurrence under the Employer's attendance policy. Instead, any such absence will be handled in accordance with the provisions of the Employer's attendance policy, regardless of whether or not the employee is paid for the absence; but with the understanding that under Superhost's attendance policy, if an employee notifies management at least one business day in advance of the absence for which a personal day is being used (and in the case of a night auditor, 12 hours in advance of the absence for which a personal day is being used), the absence will be considered an excused absence. Upon termination of employment for any reason, any accrued unused personal leave will be forfeited if an employee quits without providing at least two weeks' notice or is discharged for serious misconduct as referenced in Section 10.01(a).

- (e) **Disability** - up to twenty six (26) weeks, paid only if employee purchases the appropriate policy, at the time of hire. The Employer shall make available to full-time employees short-term disability policies (up to 26 weeks of coverage), which the employee may purchase on a payroll deduction basis. If a full-time employee purchases a short-term disability policy at the time of hire, after two years of employment, the coverage will then be paid for by the Employer. If employee does not purchase a short-term disability policy at the time of hire, and after two years of employment wants disability coverage, he must wait until the next open enrollment period in order to be eligible to purchase same. The Employer shall provide the Union with a quarterly report of hours worked by covered employees within 15 days after the end of such calendar quarter.

3.11 Uniforms. The Employer shall furnish or pay for up to three uniforms or work clothes worn by employees on the job, except the front desk and night auditor, who shall be provided three bottoms (pants or skirts), three shirts, and one accessory (tie or scarf). The Employer will replace worn uniforms on an as-needed basis. The reasonable cost of dry cleaning uniforms of employees working at the front desk shall be paid by the Employer.

3.12 Subcontracting. Although the Employer has the right to utilize individuals from third-party employment agencies when employees are either unable or unavailable to perform the work required, the parties agree that it is desirable to maintain the integrity of the existing bargaining unit and it is normally preferable to perform the Hotel's work with individuals who are employed directly by the Employer. Accordingly, the Employer will make a good faith effort to recruit and hire employees to perform the work of the job positions covered by this Agreement, with a minimum of 10 room attendants employed as employees of the Hotel, unless there are circumstances beyond the Employer's control preventing it from attaining that number or

occupancy levels which do not support that number, and with a goal of having 14 room attendants employed as employees of the Hotel. The Employer shall not churn temporary employees for the purpose of avoiding the hiring of regular employees. The Union may assist in the recruitment effort by referring qualified candidates for employment, and although the Employer reserves the right to determine who it will hire, the Employer shall give good faith consideration to any applicant referred to it by the Union. Further, except for the utilization of third-party employment agencies as provided above and as set forth below, the Employer shall not subcontract out bargaining unit work except as is done as of the effective date of this Agreement or the mutual agreement of the Employer and the Union. However, notwithstanding the foregoing, the Employer may subcontract any restaurant outlet or outlets, provided it complies with the provisions of Section 12.05 of this Agreement with respect to the operation which is contracted out.

3.13 Performance Standards. Room attendants shall be expected to complete 16 rooms during a regular shift. A room attendant may voluntarily clean more than 16 rooms during a regular shift, and will be paid \$6.00 for each room cleaned during a regular shift which is in excess of 16. If a room requires deep cleaning as approved by management and the deep cleaning is performed solely by one room attendant, such a room shall count as three rooms. When possible, extremely dirty rooms must be reported to the employee's supervisor no later than two hours prior to the end of the shift in order for management to inspect the room; to approve it as in need of a deep cleaning; and, if necessary, to arrange for assistance in its cleaning. The Employer's management will communicate with the responsible room attendant concerning what needs to be done in order to satisfactorily deep clean a room or prepare a room after a checkout.

The following room quota reductions shall apply on the basis of the number of checkouts which a room attendant may have:

- (a) 16 checkouts – reduce quota by three rooms;
- (b) 15 checkouts – reduce quota by two rooms;
- (c) 14 checkouts – reduce quota by one room.

If there is a do-not-disturb sign on an assigned room's door past 3:00 p.m., the employee will give the guest a written notice that no regular cleaning will be provided that day and this shall be reported to the employee's supervisor.

3.14 Probationary Employees. The first 90 calendar days of employment shall be considered probationary. The grievance and arbitration provisions of Article VI shall not apply to such probationary employees, except in case of any claim for Union discrimination.

3.15 Health and Safety. The Employer will comply with applicable laws dealing with health, safety and sanitation, as well as the Americans with Disabilities Act. Any on-the-job injury must be reported by the affected employee to his supervisor, wherever possible. The Employer will provide transportation to a treatment facility for the injured employee and transportation back if done before the end of the shift on the day of the injury. Such injured employee will be paid for the balance of the shift, if unable to finish same.

3.16 Offsite Work. If the Employer moves any of its existing bargaining unit work to a location other than 351 Gratiot Avenue, Detroit, Michigan, the employees performing such work shall be Union employees. This provision does not apply to any existing or new locations where the Employer performs the same type of work covered by this Agreement.

3.17 Job Vacancies. Whenever a permanent full-time bargaining unit vacancy occurs, including a newly created position, it will be filled first from the most qualified employee in that classification who bids for same by signing the appropriate application. Vacancy notices shall be posted for no less than seven (7) calendar days. When skill and ability are deemed equal, the bidder with the highest classification seniority in that classification shall have preference over other bidders. Employees awarded a new position will be placed in that job within four weeks for front desk classifications and two weeks for all other classifications. A transferring employee may return to his/her previous position within 90 calendar days, with no loss of seniority. An employee who transfers out of the bargaining unit may return to his/her previous bargaining unit position within forty-five (45) calendar days.

3.18 Drug and Alcohol Policy. This Agreement does not limit, restrict, or preclude the Employer from requiring any covered employee to take a drug and alcohol test when the Employer reasonably suspects that an employee has used, is impaired by, or is under the influence of alcohol or drugs during working hours.

- (a) The Employer has the right to require any bargaining unit employee to be tested for alcohol and/or drugs at the Employer's expense by qualified medical personnel when the Employer reasonably suspects, based on the employee's job performance, personal behavior, or any other indicator of alcohol and/or drug use, impairment or intoxication, that an employee is impaired by or under the influence of alcohol and/or drugs. Additionally, such test may be requested if the employee is involved in an OSHA reportable accident. The Employer shall notify the Union Steward, or if none is available, the Union of the test.
- (b) The Employer has the right to require an employee being transferred, promoted into, or recalled into a position within the bargaining unit represented by the Union to be tested for alcohol and/or drugs at the time of the transfer, promotion, or recall.
- (c) A confirmed "positive" result for any alcohol or drug detected in a test required by the Employer hereunder, or conducted at the request or the insistence of a law enforcement agency in connection with a traffic accident involving a vehicle of the Employer driven by a bargaining unit employee will result in the immediate discharge of the employee. A refusal to take an alcohol and/or drug test required by the Employer hereunder is deemed as insubordination and will result in the immediate discharge of the employee. The parties further agree and understand that a discharge for a confirmed "positive" drug test result, or refusal to take a test, shall be considered to be for "cause" within the meaning of Section 10.01 (a) and shall not be the subject of any grievance on behalf of the discharged employee.

- (d) An .08% or above blood alcohol concentration level in an alcohol test required by the Employer hereunder is defined as use, impairment by, or intoxication by alcohol. A blood alcohol concentration level of .08% or above in an alcohol test required by the Employer hereunder will result in immediate discharge of the employee. A discharge for alcohol use, impairment or intoxication under this paragraph shall be considered to be for “cause” within the meaning of Section 10.01 (a) of this Agreement and shall not be the subject of any grievance on behalf of the discharged employee.
- (e) The parties also recognize that any employee who has a challenge with drugs/alcohol should voluntarily seek immediate treatment. Accordingly, any employee who voluntarily requests a reasonable accommodation in order to enter drug/alcohol rehabilitation program, prior to being requested to take a drug/alcohol test and prior to being involved in an incident that might not have occurred absent the employee's use of drugs/alcohol, shall be entitled to a reasonable accommodation, provided it does not impose an undue hardship on the Employer. However, an employee who has been employed for two (2) or more years may admit him/herself into a drug/alcohol rehabilitation program after submitting to an Employer-requested drug/alcohol test, but prior to the Employer receiving the test results. If such employee successfully completes the rehabilitation program (including any required aftercare) within six (6) months of submitting to the drug/alcohol test, the results of the drug/alcohol test will not be used against the employee and the employee shall suffer no loss of seniority.

3.19 Seniority.

- (a) **Definition.** An employee's “house seniority” shall be the period of his/her most recent date of hire by the Employer within the bargaining unit, expressed in terms of years, months and days. An employee's “classification seniority” shall be the period of his/her most recent date of hire by the Employer within the classification, expressed in terms of years, months and days. If two (2) or more employees began working on the same day, their seniority shall be determined by lot. Seniority shall be kept separately for full-time and part-time employees. The principle of seniority shall only be applied to the extent and in the circumstances and manner set forth in this Agreement. Seniority shall only be used as herein provided. The Employer shall have the right to maintain skill levels on each shift and workday, irrespective of seniority rights.
- (b) **Termination of Seniority.** Seniority rights shall terminate if an employee:
 - (i) Quits or retires;
 - (ii) Is discharged for just cause;
 - (iii) Fails to return to work from an approved leave of absence;

- (iv) Is absent for three (3) consecutive days without notice and a valid reason to the Employer, except in any event where an employee is unable to give such notice to the Employer due to circumstances beyond his/her control. In such event, the employee shall give notice to the Employer as soon as possible, but in any event not more than ten (10) days, otherwise his/her seniority shall terminate.
 - (v) The employee is laid off or off work for any reason for a period equal to his/her seniority or twelve (12) months (or in the case of being off due to a workers' compensation injury, twenty-four (24) months), whichever is the lesser period of time.
- (c) **Layoff.** During layoffs or reductions in the working force, the employee with the least classification seniority in the job classification affected shall be laid off first. When the working force is again increased, employees on layoff shall be recalled to the job classification in the order of their classification seniority. When an employee is notified in writing at the time of layoff when he/she is to report back to work, he/she is to report back to work without further notice. When an employee is not notified at the layoff time when he/she is to report back to work, he/she shall be given three (3) days' advance notice (from delivery or attempted delivery of notice) of when to report back to work. This notice will be given by certified mail to the last address furnished to the Employer by the employee, with a copy to be sent to the Union. When a layoff occurs, the laid off employee will be given preference for any job openings in any department and/or classification before new employees are hired, provided the employee is qualified to perform the work required without training.
- (d) **Layoff Bump Rights.** In the event a layoff becomes necessary, full-time employees shall be allowed to bump an employee with less classification seniority in their job classification immediately prior to the current one, on the basis of their classification seniority. Provided:
- (i) The employee is qualified to perform the required work without training;
 - (ii) The employee must take the work schedule, including shift and days off, of the employee being bumped for the period of time needed by the employee to comply with the Employer's scheduling needs;
 - (iii) The employee must exercise his/her bumping rights at the time of layoff.

Classification seniority shall be frozen in the prior classification when an employee moves to a new classification. Part-time employees cannot bump full-time employees. Part-time employees can only bump other part-time employees, with less classification seniority.

- (e) **Other Seniority Rights.** Classification seniority shall apply to each employee's preference of:
 - (i) overtime;
 - (ii) days off and shift preference;
 - (i) vacation time off, where more than one simultaneous request for the same vacation time cannot be granted.

The foregoing notwithstanding, employees must timely notify the Employer of their vacation time request, as well as the shift and days off preferences. Additionally, the Employer may vary from the foregoing for a newly hired or transferred employee's first thirty (30) days in a position in order to provide a consistent training period.

3.20 Meals for Employees. The Employer shall provide employees with the opportunity to order food from an employee menu at a sixty percent (60%) discounted price, during times when the Employer's kitchen is open.

3.21 Front Desk Staffing. The Employer will ensure that Guest Service Agents have adequate support, either through the scheduling of at least two Guest Service Agents during the day shift and/or making available back office employees, to properly service guests when there are surges in business at the front desk and to allow for reasonable relief.

3.22 Supplies and Equipment. The Employer will provide all equipment and supplies normally necessary for employees to safely and efficiently complete their job assignments.

ARTICLE 4 – WAGES

4.01 Wages. The minimum of wage rates are set forth in the attached Schedule A. The departments and classifications set forth in Schedule A shall be the only ones recognized under this Agreement. Employees shall receive wage increases as of the first payroll period beginning on or after the following dates, set forth in Schedule A.

4.01 Paycheck Shortage. When an employee reports a paycheck shortage of more than \$25.00 that is not the fault of the employee, the Employer will correct the error as soon as practicable, but no more than four (4) business days. Otherwise, the error will be corrected on the paycheck for the next pay period.

ARTICLE 5 – RETIREMENT PLAN

5.01 Full-time and part-time employees who have completed six months of service will be eligible for participation in the Employer’s 401(k) Retirement Plan (“the Plan”) in conformity with the eligibility requirements and terms and conditions of the Plan as determined solely by reference to the then existing Plan Document and applicable law. Likewise, the Employer and employee contributions to the Plan and investment options all will be in conformity with the terms and provisions of the then existing Plan Document and applicable law. The parties understand and agree that the Plan Document may be amended to conform to any modifications required in the Plan due to any changes in applicable law, in the Plan’s administrator or sponsor, or in regard to investment options, all of which may be determined solely by the Employer; and they agree to be bound by any such modification to the Plan without any further bargaining obligation. Before making any such modifications, the Employer will provide the Union with at least 30 days advance notice of any changes. Upon request, the Employer will bargain with the Union about possible alternatives to the Plan.

5.02 Eligible employees will have the right to make voluntary contributions to the Plan in conformity with the terms and provisions of the Plan Document and applicable law. Additionally, each employee who participates in the Plan is eligible for a matching contribution from the Employer as follows: 50% match on any employee contribution of up to 6% of the employee’s income. All Employer matching contributions will be made in conformity with the terms and provisions of the then-existing Plan Document and applicable law.

5.03 Until the employees in the bargaining unit become eligible to participate in the Plan, the Employer will contribute into the National Plus Plan at the rate of 35¢ per hour worked for each full-time employee who has completed six months of service. On the date that the employees become eligible to participate in the Plan (“the entry date”), the Employer will cease making contributions into the National Plus Plan and will increase the hourly rate of any full-time employee with six months of service who is employed as of the entry date by 30¢. Any full-time employee with less than six months of service who is employed as of the entry date will receive a 30¢ per hour increase upon reaching six months of service.

ARTICLE 6 – HEALTH INSURANCE

6.01 Health Insurance. For all full-time employees who have completed 60 days of service and do not have health insurance coverage as either a primary insured or dependent from another employer, the Employer shall make available to such employees on the 1st of the calendar month after the employee’s 60 days of service, coverage that is substantially similar to that currently available, which is the Employer’s PPO Plan. The Employer shall pay 80% of the cost of the health insurance premium and the employee shall pay 20% of the cost. Employees must select the health insurance coverage to have the foregoing contribution made on their behalf.

6.02 Dental and Vision Insurance. Full-time employees will be eligible for coverage under the Employer’s Group Dental Insurance and Group Vision Insurance Plans under the same terms and conditions as are applicable to the Employer’s other employees who are not members of the bargaining unit and as set forth in the applicable Plan documents.

6.03 Annual Enrollment. Health insurance annual open enrollment period notices shall be conspicuously posted for two (2) weeks prior thereto. In the event a national health insurance program becomes law, the Employer and the Union agree to reopen this Agreement within sixty (60) days of the implementation of said law to negotiate substitute provisions that are consistent with the requirements and effects of the law.

ARTICLE 7 – HOLIDAYS

7.01 Recognized Holidays. New Year's Day, Martin Luther King's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving, Christmas and one (1) floater day, shall be the recognized holidays. Full-time non-probationary employees shall receive eight (8) hours pay at their wage rate as holiday pay, regardless of whether they work on that holiday.

7.02 Working on a Holiday. A non-probationary employee must work the last regularly schedule shift before and the first regularly scheduled shift after a holiday, in order to be eligible for holiday pay under this Agreement. If a full-time non-probationary employee works on a holiday, he or she shall also be paid for the actual time worked, in addition to the holiday pay due hereunder. Part-time non-probationary employees will only receive holiday pay if they work on a designated holiday, at one additional hour of pay for each hour worked, up to eight (8) hours of holiday pay.

ARTICLE 8 – VACATIONS

8.01 Accrual and Amount of Vacation. Paid vacation time shall be provided to full and part-time employees, based on the length of service and number of eligible hours accrued during the year (including regular, overtime, vacation time, sick, personal, bereavement, jury duty and holiday hours – but excluding unpaid leaves of absence), based on the following schedule:

Years of Service	Accrual Rate Per Hour	Annual Maximum Vacation Hours
0-1	0.0192	40
2-4	0.0385	80
5-9	0.0577	120
10+	0.0769	160

8.02 Scheduling of Vacations and Vacation Pay. Vacations can be taken after completing one year of uninterrupted service. Vacation time cannot be accumulated or carried over from year-

to-year. Unused vacation time will not be compensated, except as herein provided. Vacation time will be awarded as work scheduling permits. Employees will be paid for vacation time taken at the time of the next regularly scheduled payroll. Tipped employees (bartenders, servers, and banquet servers) shall receive vacation pay at the applicable minimum wage or 1.5x their hourly rate of pay, whichever is higher.

8.03 Unused Vacation Pay. If an employee requests vacation time in writing, no less than 60 days prior to the start date of the requested vacation and such request is rejected by the Employer, resulting in no alternative time taken by the employee, the unused vacation time will be paid at the time of the first regularly scheduled payroll following the employee's anniversary date. If an employee provides at least two (2) working weeks' notice of a quit, the accrued vacation time will be paid at the time of the first regularly scheduled payroll period following such quit; however, for bartenders and servers, such vacation pay shall be at their hourly rate of pay. If an employee quits without providing at least two weeks' notice or is discharged for serious misconduct as referenced in Section 10.01(a), any accrued, unused paid vacation shall be forfeited.

ARTICLE 9 – SERVICE CHARGES

9.01 Restaurant Groups. The Employer shall add to the restaurant menu a notice to guests that an automatic service charge of eighteen percent (18%) shall be added for groups of eight (8) or more. The entire service charge shall be paid to the employee(s) serving the group.

9.02 Room Service. Room service servers shall receive a service charge of twenty-two percent (22%) on all room service checks. Any gratuity added by a guest shall be retained by or paid to the server delivering the order.

9.03 Banquets. Banquet servers and bartenders shall receive a service charge of twenty-two percent (22%) on all banquet food and beverage sales. The service charge shall be divided equally among the employees working the functions based on hours worked. In the event the service charge to the guest is increased above twenty-two percent (22%), the servers and bartenders will receive one-half (½) of the increase and the Employer will retain the other one-half (½).

9.04 Restaurant Coupons. Restaurant employees will receive a \$3.00 house gratuity on each guest dinner coupon and a \$1.00 house gratuity on all other guest coupons, which are redeemed in any of the Hotel's restaurants by a guest as a result of either being included in a room rate package or provided to the guest by an authorized representative of the Hotel for customer service reasons.

ARTICLE 10 – DISCIPLINE

10.01 Disciplinary Action. A covered employee, after completing the probationary period, shall not be discharged, except for just cause, as provided in subparagraphs (a) and (b) below.

- (a) An employee's employment may be terminated by the Employer, without first initiating the progressive discipline process, for serious misconduct, which, by way of example only, shall include the following types of offenses or similar offenses:
- (i) Theft, attempted theft, or removal from the premises without proper authorization, of food or other Employer property, or property of another employee or guest. Theft includes giving away the Employer's property, such as food or drink, to a guest or other employee.
 - (ii) Careless or willful destruction of or damage to the Employer's property or property of another employee or guest.
 - (iii) Violation of the Employer's drug and alcohol policy.
 - (iv) Falsification of Employer records, whether personal or work-related.
 - (v) Failure to carry out reasonable job assignments or job requests of management after being warned that refusal to do so can result in termination.
 - (vi) Fighting, hitting or threatening another employee or guest, or similar disorderly conduct, during working hours or on the Employer's premises.
 - (vii) Conviction of a felony during the course of employment.
 - (viii) Possession of a gun/weapon while on the Employer's property.
 - (ix) Sleeping during working hours.
 - (x) Violation of the Employer's harassment policy.
 - (xi) Abusive, rude, or threatening behavior towards an employee or a guest, or use of vulgar or obscene language towards a guest or towards another employee in the presence of a guest.
 - (xii) Leaving work or being away from work area during working time without a legitimate reason.
 - (xiii) Unauthorized presence in a guest's room or unauthorized use of guest facilities.
 - (xiv) Divulging any of the Hotel's or the Employer's protected, confidential business information which could be used to harm the Company's business or a guest, unless such conduct is protected under the National Labor Relations Act.
- (b) The Employer's progressive disciplinary process shall apply to all violations other than serious misconduct as described in Section 10.01(a). The Employer reserves

the right to implement policies and procedures governing such violations from time-to-time. Copies of new disciplinary policies shall be provided to the Union, which shall have thirty (30) days from receipt of same to initiate any grievance process to object to same. Violations subject to the progressive disciplinary process shall be administered as follows:

- (i) 1st violation – coaching or counseling;
- (ii) 2nd violation - verbal warning;
- (iii) 3rd violation of any kind - written warning;
- (iv) 4th violation of any kind – suspension (which can be waived by management and replaced with a final written warning);
- (v) 5th violation of any kind - termination.

Attendance policy violations shall be handled separately from all other types of violations.

10.02 Disciplinary Notices. Disciplinary notices issued to an employee must specify the events or actions for which the notice is issued. Management will notify an employee of a disciplinary issue within 3 work days of management’s knowledge of the act giving rise to the disciplinary issue, with work days meaning that employee’s work days. Management may have up to 7 additional days from the time of such notification to investigate the matter before issuing a disciplinary notice to the employee. Upon request by the Union, the Employer shall provide a copy of the disciplinary notice to the Steward.

10.03 Records. Disciplinary suspensions, warning notices, written customer complaints, and reports of outside non-governmental agencies concerning the conduct of an employee may be retained in the employee’s personnel file without limitation, but after 12 months from the date of issuance to the employee, such information may not be used as a basis for or in support of any subsequent discharge or disciplinary action.

ARTICLE 11 – GRIEVANCE AND ARBITRATION PROCEDURE

11.01 Grievances. Should any differences of any kind arise between the Employer and the Union as to the interpretation, application, or claimed breach of any of the terms of this Agreement, all such differences shall be submitted to the following grievance procedure:

- (a) Step One. If a dispute arises, the employee and/or Union Representative may take the matter up with the appropriate manager in order to attempt to settle the matter. The Employer has seven (7) business days to respond to the employee Union Representative.
- (b) Step Two. If the dispute is not resolved in Step One, and the grievant wishes to pursue the matter further, the duly authorized Union Representative will raise the matter within seven (7) business days from the time the Union becomes aware of

the event giving rise to the grievance. The Employer will respond within seven (7) business days to the Union.

- (c) Step Three. If the grievance is not resolved in the previous Steps, then the Union must reduce the grievance to writing, specifying the provision of the Agreement that has been violated, and file it with the Employer within fourteen (14) days of the date of the incident giving rise to the grievance or the date on which the employee became aware of the incident giving rise to the grievance. The Union and the Employer will endeavor to meet within seven (7) days of such filing in an effort to reach a resolution. The Employer will then have seven (7) days to provide a written response to the Union.
- (d) Step Four. If the matter is not resolved during Step Three, the Union may file for arbitration, provided it does so within twenty-one (21) days of the date of the Employer's written response in Step Three.

11.02 Mediation. The Employer and the Union may mutually agree to mediate a discipline or discharge grievance in an effort to resolve the dispute in order to avoid arbitration. If the parties agree to mediate such a grievance, the mediator shall be requested from the Federal Mediation and Conciliation Service at no cost to either party. The mediator will attempt to assist the parties in resolving the dispute, and in doing so may make recommendations to the parties. The Employer and the Union shall give good faith consideration to the recommendations of the mediator, but the resolution of any grievance through the mediation process shall be based upon the mutual agreement of the Employer and the Union. Any mutual agreement reached between the Employer and the Union during the mediation process will be binding upon the parties and the individual grievant. Any recommendations or discussions taking place during the mediation process shall not be used in any subsequent arbitration or legal proceeding, except as may be necessary to enforce any agreement reached during the mediation process.

11.03 Arbitration.

- (a) Regular Arbitration. The Union may submit the grievance to an impartial arbitrator who shall be selected by and is mutually acceptable to both parties. The Union must submit its request for arbitration to the Employer's General Manager within twenty-one (21) days after the date of the Employer's Step Three written response. After arbitration is requested, representatives of the Employer and the Union shall confer in order to try to agree on an individual who shall act as the Arbitrator. If the parties are unable to agree upon the selection of an Arbitrator, the Union shall request the Federal Mediation & Conciliation Service ("FMCS") to submit to the parties duplicate panels of seven possible Arbitrators, and the Union shall simultaneously notify the employer's General Manager of the Union's request. Either party shall have the right to reject one entire panel and request another panel of Arbitrators from FMCS. The Employer and the Union shall attempt to agree on an Arbitrator from the FMCS panel, but if they are unable to do so, the Union shall first strike three names from the panel, and then the Employer shall strike three names from the panel, with the remaining person serving as the Arbitrator. The

Arbitrator's fee will be borne equally by the Employer and the Union. After the Arbitrator is selected, the arbitration shall be conducted pursuant to the labor arbitration rules of the FMCS. The Arbitrator shall confine his decision to the dispute in question and he shall not have authority to add to, or subtract from, or in any way modify, the terms of the Agreement. The Arbitrator's decision shall be rendered within a reasonable time from the date of the hearing and shall be final and binding upon the Employer and the Union, and the employee or employees involved. Any back pay award shall be reduced by the arbitrator by the amount of any interim earnings of any sort and any potential earnings during any period where the grievant failed to mitigate his or her wage loss. The foregoing notwithstanding, any back pay award shall not exceed six (6) months of employment, in case of regular arbitration involving discipline or discharge claims, that is heard within six (6) months of its filing date. The foregoing limitation shall not apply in cases involving erroneous pay rates.

- (b) Expedited Arbitration. Alternatively, the parties may agree to submit any grievance pertaining to discipline or discharge to expedited arbitration, in lieu of regular arbitration, provided the grievance has been appealed to arbitration within the aforesaid twenty-one (21) day period. The arbitrator shall be selected through a rotation system from a predetermined panel of arbitrators acceptable to the Union and Employer, who have agreed to be available to hold a hearing within the requisite period of time. The expedited arbitration shall be held within fifteen (15) calendar days of submission. The expedited arbitration shall be conducted pursuant to the labor arbitration rules of the FMCS. The arbitrator shall render the decision orally within twenty-four (24) hours of the hearing. The arbitrator's decision shall be final and binding on the parties. If one or more parties request, the arbitrator shall reduce his or her decision to writing within thirty (30) calendar days, with the requesting party paying the costs of such written decision. Notwithstanding the foregoing, each party will bear its own costs and will share equally the fees and expenses of the arbitration. An arbitrator shall not hear more than one case arising under this Agreement, in any two-year period.

All time limits in the above procedure may be waived by the mutual written agreement of the parties. No grievance adjustment, settlement, or arbitration award shall be retroactive more than forty-five (45) days prior to the date the grievance is reduced to writing; provided, however; that the foregoing limitation on retroactivity shall be twelve (12) months in the event of wage rate, 401(k), health insurance, dues check-off, or other payroll errors.

ARTICLE 12 – MISCELLANEOUS

12.01 Savings Clause. If any part of this Agreement is rendered invalid under State or Federal law, the remainder of this Agreement will remain in full force and effect, and the parties agree to meet and renegotiate the invalid part.

12.02 Prohibited Discrimination. The Employer and the Union are committed to the recruitment, training, promotion and recognition of employees without regard to gender, race, color, creed, national origin, age, religion, veteran status, disability, weight, familial status, or sexual orientation. The work environment will be free from sexual or other prohibited harassment. Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, explicitly or implicitly making sexual conduct a condition of employment or promotion, displaying sexually offensive images or words, repeating offensive commentaries about someone's body, or making derogatory jokes. Prohibited discrimination under this Agreement also includes discrimination based on gender identity or gender expression, which the parties define as what individuals do which communicates gender to others, such as clothing, hair styles, mannerisms, ways of speaking, etc. Neither the Union nor the Employer will discriminate against any employee because of membership or non-membership in the Union. The Union shall not interfere with the performance of the employees' work for the Employer for nonpayment of dues or fees, except to the extent provided in the Union Membership Clause, Section 1.02(a). The Employer agrees to comply with all Federal and State discrimination laws, and with the National Labor Relations Act, as applicable.

12.03 Political Action Committee. The Employer shall deduct and transmit to the Treasurer of the UNITE HERE TIP Campaign Committee the amount of contribution specified for each payroll period or other designated period worked from the wages of the those employees who voluntarily authorize such contributions at least 7 days prior to the next scheduled pay period on the form, provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the fifteenth (15th) day of the following month and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Employer's cost of administration of this PAC payroll deduction has been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary, and benefits provisions of this Agreement. The Employer shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

The Union shall indemnify, defend, and hold the Employer harmless against any and all claims, demands, suits, grievances, or other liability that arise out of or by reason of actions taken by the Employer pursuant to this Article. Any governmental reporting obligations, with respect to such contributions, shall be the Union's sole responsibility.

12.04 No Strike or Lockout. The Employer and the Union agree that excellent service is an essential goal of the Employer and its covered employees. To that end, the parties agree that this labor Agreement provides for appropriate dispute resolution methods. Therefore, the Employer will not lock out employees during the term of this Agreement, nor will the Union engage in a strike during the term of this Agreement, nor will the employees engage in any walk-out, sit-down, slowdown that interferes with the performance of work and the service of the Employer's customers.

12.05 Successors. This Agreement shall cover all employees in the covered bargaining unit, employed by the Employer. In the event that the Employer sells, assigns, or subcontracts its

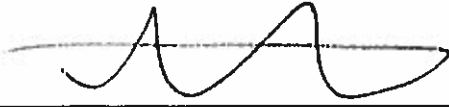
business interest in the Detroit Hilton Garden Inn, or in any of its restaurant outlets or other outlets covered by this Agreement, it shall give the Union no less than thirty (30) days written notice thereof. The Employer further agrees to make all accrued wage and fringe benefit payments to covered employees through the date of such sale, assignment, or subcontract, including any accrued paid time off, or similar earned benefits. This Agreement shall be binding upon the successors, assigns, and subcontractors of the parties hereto. No provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer, assignment, or subcontract of the Employer's interest, or any part thereof, in any establishment covered by this Agreement. The Employer further agrees that as a condition to any such sale, assignment, subcontract, or transfer of ownership, the Employer will obtain from its successor or successors in interest a written assumption of this Agreement with respect to the operation covered by such sale, assignment, subcontract, or transfer and furnish a copy thereof to the Union. Nothing contained in this Agreement shall be construed to apply to any individual investors or shareholders of the Employer which are not signatory to this Agreement.

**ARTICLE 13 –
TERM**

13.01 Term. This Agreement shall remain in full force and effect until June 29, 2024. Either party hereto shall notify the other party, in writing, at least sixty (60) days prior to the expiration date of this Agreement of its desire to change in any way or terminate this Agreement. Such written notice shall be sent by registered or certified mail to the other party. In the absence of such notice, this Agreement shall remain in full force and effect year-to-year thereafter.

**SUPERHOST ENTERPRISES
(OPERATING THE HILTON
GARDEN INN DETROIT DOWNTOWN)**

UNITE HERE LOCAL 24, AFL-CIO



By: Its Authorized Representative

By: Its Authorized Representative

LARRY BROWN
Print Name

Nia T. Winston
Print Name

Date: 12-5-2022

Date: 12-05-2022

SCHEDULE A

Following are the minimum wage rates for the current job classifications at the Hotel during the first year an employee holds one of these positions. Thereafter, employees shall receive wage increases as set forth in section 4.01.

	New Hires	7/1/22	7/1/23
<u>Front Desk</u>			
Guest Service Lead*	\$17.00	\$17.00	\$18.25
Guest Service Agent*	\$15.50	\$15.50	\$16.75
Night Auditor	\$16.00	\$16.00	\$17.25
<u>Food and Beverage</u>			
Cook	\$17.50	\$17.50	\$18.75
Bartender	\$10.00	\$10.00	\$11.25
Server	\$10.00	\$10.00	\$11.25
Banquet Server	\$10.00	\$10.00	\$11.25
Utility Steward	\$15.50	\$15.50	\$16.75
<u>Housekeeping</u>			
Room Attendant	\$15.50	\$15.50	\$16.75
Lobby Attendant	\$15.50	\$15.50	\$16.75
Laundry Attendant	\$15.50	\$15.50	\$16.75
Housekeeping Aide	\$15.50	\$15.50	\$16.75
<u>Maintenance</u>			
Engineer	\$18.00	\$18.00	\$19.25

*Guest service agents and the guest service lead shall share one seniority list for purposes of scheduling.

****Effective 7/1/22:** In addition, all employees with three (3) years or more of service shall receive an additional fifty cents (0.50¢) per hour longevity wage increase.

*****Effective 7/1/23:** In addition, all employees with three (3) years or more of service shall receive an additional twenty-five cents (0.25¢) per hour longevity wage increase.