

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

KINGSLEY HOTEL GROUP LLC

AND

UNITE HERE LOCAL 24, AFL-CIO

EFFECTIVE FEBRUARY 1, 2016

THROUGH DECEMBER 31, 2017

AGREEMENT

This Agreement is made and executed as of the 1st day of February, 2016, by and between Kingsley Hotel Group LLC, d/b/a Kingsley Inn, located at 39475 Woodward Avenue, Bloomfield Hills, Michigan, 48304 hereinafter referred to as "Kingsley", and Unite Here, Local 24, AFL-CIO, located at 300 River Place Dr., Suite 2700, Detroit, Michigan, 48207, hereinafter referred to as the "Union."

WITNESSETH

Whereas, it is to the mutual interest of the respective parties that uniform labor relations standards and regulations prevail in the hotel, bar and restaurant industry.

Now, therefore, it is mutually agreed as follows:

ARTICLE 1

RECOGNITION - UNION MEMBERSHIP - EMPLOYEE HIRING - CHECK--OFF

Section 1. Union Recognition. Kingsley recognizes the Union as the sole and exclusive bargaining representative of employees in a unit composed of the classifications referred to in Schedule A of this Agreement.

The term "employees" shall cover all employees in the classifications listed on and covered by Schedule A attached. Managerial, supervisors, confidential employees, guards and all security personnel as defined by the Federal Labor Laws are excluded from this Agreement.

Section 2. Union Membership.

- (a) All employees shall have the choice to remain members in good standing of the Union by tendering to the Union the fees and periodic dues that are the obligation of members
- (b) Newly hired employees shall have the choice to become and remain members in good standing of the Union by tendering to the Union the initiation fees and periodic dues to the Union that are the obligation of members.
- (c) No provisions of this Article shall prohibit employees from becoming members of the Union prior to the 31st calendar day of employment.

Section 3. The Union agrees to permit newly hired non-Union employees to become members of the Union upon making application for membership and the payment of the customary initiation fees and regular dues. Kingsley and the Union agree that all employees shall be hired and retained based upon their job-related qualifications and without discrimination as to any of the protected groups or categories established by local, Michigan, or Federal Equal Employment Opportunities Laws, as well as Employee Relations and Immigration Laws. This non-discriminatory policy shall apply to all employment policies, practices and procedures, including, but not specifically limited to, hiring, upgrading, demotion, transfer, recruitment, rates of pay and selection for training.

Section 4. Check-Off.

(a) Kingsley shall deduct and remit to the Union 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 sums shall be deducted from the employee's wages until the employee has voluntarily signed a card authorizing such deductions.

(b) 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 numbers of the employees.

(c) In the event there is a change in law such that remaining in employment may be conditioned on the payment of Union dues or fees, the Employer and Union agree they will meet promptly for the purpose of discussing appropriate changes to this Article.

Upon completion of thirty (30) days of employment, Kingsley agrees to add the names of all newly hired employees to such check-off. Kingsley agrees to remit the monthly dues for such employees upon the signing of authorization cards by them. Kingsley will provide the Union electronically, on a quarterly basis, an employee roster including: Name, Address, Social Security Number, Telephone Number, House Seniority Date.

ARTICLE 2

UNION RIGHTS

Section 1. Authorized representatives of the Union shall be permitted to visit the Kingsley premises at all reasonable hours for the purpose of transacting Union business and shall advise management of their desire to make such a visit as far in advance as practicable before making such a visit. Representatives of the Union shall not interfere with the operations of Kingsley while transacting such Union business.

Section 2. Stewards shall be allowed reasonable time off from work, without loss of pay, in handling and adjusting grievances on the premises of Kingsley which arise in their own departments. Such time shall be taken only when the matter cannot be handled during non-working time and shall not interfere with operations. Any steward leaving his work to handle such a grievance shall first notify his supervisor and obtain said supervisor's approval. This approval will not be unreasonably withheld. Kingsley agrees that there will be no discrimination against any employee because he is carrying out the duties of shop steward.

Section 3. Union officers and stewards shall be excused to attend Union meetings, without pay, upon proper notice to Kingsley.

Section 4. 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 rights or privileges, upon reasonable notification to Kingsley. 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.

Section 5. Payroll books and records of Kingsley shall be made available to the Union on written request to enable the Union to administer this Agreement. When the purpose of the demand is stated in writing, the records shall be provided within a reasonable period of time after receipt of the written demand. This provision applies only to questions regarding the administration of the check-off procedure as it applies to a specific employee and grievances regarding wage claims. The Union shall notify Kingsley in writing of their current authorized Union representatives and Union stewards.

ARTICLE 3

WAGE RATE AND SPECIFIC WORKING CONDITIONS

Section 1. The wage scales for employees are set forth on Schedule A attached.

Section 2. If uniforms are required by Kingsley, then Kingsley shall furnish and launder all such uniforms. Uniforms are to be returned upon termination of employment, and the cost of unreturned uniforms may be deducted from the employees' final paychecks.

Section 3. Time allowed for each meal shall be thirty (30) minutes on the employee's time.

Section 4. So long as Kingsley is the operator of the Deli facility, employees shall be entitled to a forty percent (40%) discount on one meal's take-out food purchases made during their workdays from a reasonable and healthy menu selected by the Hotel. All orders for such purchases must be submitted to the Deli facility before 10:30 a.m. on the day the food is desired. In addition, employees working on days of banquet activity shall be offered all food left over from the banquet(s) at no charge.

Section 5. Employees properly reporting for work on time shall be paid for six (6) hours pay if Kingsley sends such employee home due to shortage of work.

Section 6. Any part-time scheduled employee reporting for work timely without being previously notified by Kingsley shall be guaranteed a minimum of four (4) hours pay.

Section 7. Eight (8) hours of work shall constitute a work day and five (5) days of work shall constitute a work week except that, this section shall not be construed as a guarantee of minimum or maximum hours of work per week or the number of days of work per week. However, the employer shall maximize, when possible, the employees hours up to eight (8) in a day and five (5) days per week. An employee working over forty (40) hours in any one (1) week shall be paid at the rate of time and one-half the regular rate of pay. Anyone working on the seventh (7th) consecutive day shall be paid at the rate of double time. An employee working three (3) days per week or less shall not be considered a full-time employee. No employee shall be permitted to work without first punching in at the time clock. An employee shall be at his or her assigned place of work, fully dressed and prepared to work at his or her designated starting time. If an employee is ordered to report for work earlier than the regularly scheduled starting time, the employee shall be paid for this extra time.

Section 8. Wages for all full-time employees shall be paid weekly, although Kingsley may move to a bi-weekly pay period and/or an electronic direct deposit system at any time during this Agreement. Should Kingsley implement bi-weekly pay periods, it will pay all employees one additional week's pay at their then current rate in advance of the conversion, subject to later reconciliation based on actual hours worked.

Section 9. If new classifications of employees are established to perform the work of employees holding any of the classifications on Schedule A or work of the same essential character and substance, negotiations will be entered into for the schedule of wages and other terms and conditions of employment which shall govern said new classifications.

Section 10. The wage rates set forth on the attached wage schedules shall be considered as minimum rates only and this Agreement, shall not interfere with the right of employees to receive higher wages for superior knowledge, ability, merit, or any other reason. The non-listing of a job classification on the wage schedules shall not preclude the Union from representing any employees performing work of the same nature as that performed by employees covered by this Agreement. Only those employees now receiving wages higher than the contract minimum rate for their job classification shall have the higher rate maintained during the life of this Agreement, as long as he/she occupies the same job classification.

Section 11. The listing of job classifications in wage Schedule A in the appendix shall not be construed to mean that Kingsley must hire employees in any such job classifications; provided, furthermore, if such classifications are filled, Kingsley is under no obligation to insure they are always thereafter filled. However, when employees are hired by Kingsley in any of these job classifications, such employees shall be paid at the rate scheduled for the specific job classification.

Section 12. No provisions of this Agreement shall be used to deprive any employee presently employed by Kingsley of any benefits or privileges authorized by Kingsley which such employee enjoys upon the date of the execution of this Agreement or to reduce the wage rate of any employee employed by Kingsley for a reason other than disciplinary demotion. . If any new

employees are employed by Kingsley hereafter, Kingsley shall have the right to employ them in accordance with the job classification rates set forth in the attached schedule. No provision of this Agreement shall be used to deprive any employee of any benefit or privilege which is granted by Kingsley during the term of this Agreement that exceeds the terms and provisions of this Agreement, provided that such benefit or privilege is granted by Kingsley to the employee in writing. If any benefit or privilege is granted by Kingsley to an employee in writing during the term of this Agreement, a copy of the same shall be mailed to the Union. No benefit or privilege granted during this Agreement which exceeds the terms and provisions of this Agreement shall be effective unless granted by Kingsley in writing.

Section 13. The wage scales and conditions shall apply equally to male and female employees. Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

Section 14.

- (a) All work schedules for employees shall be posted no later than the Thursday prior to the scheduled week. After posting the schedule, it cannot be changed except for unforeseen circumstances or changes in occupancy percentages.
- (b) Any employee who wants certain hours or days off during the following scheduled period must notify the Kingsley, in writing, no later than the end of the work day on Monday prior to the Thursday posting. If, due to scheduling needs, Kingsley cannot honor all requests for a particular hour of the day then Kingsley shall honor the request(s) of the employees with the highest seniority within the job classification.

Section 15. If any employee works four (4) hours or more within a period of eight (8) hours in a higher rated job classification, the employee shall be paid the higher rate for all hours worked in that classification.

Section 16. If an employee or supervisor trains another employee, he or she will receive an additional \$.50 per hour for the hours spent in training

ARTICLE 4

VACATIONS

Section 1. Each full-time employee having one (1) year's continuous service with Kingsley shall receive one (1) week of vacation with full pay. Part-time employees shall be entitled to receive a vacation with full pay equal to the average number of hours worked per week. All vacations shall be paid at the time vacations are taken in the ordinary course of payroll, and any vacation entitlement not used by the employee's next following anniversary date shall be forfeited. Each employee having two (2) or more years of employment shall receive two (2) weeks of vacation with full pay.

Section 2. Each employee having seven (7) or more years of employment shall receive three (3) weeks of vacation with full pay. Employees entitled to vacation greater than three (3) weeks per year at the date of this Agreement shall retain their existing vacation entitlement in accordance with Article 3, Section 12.

Section 3. Vacations may be taken in increments as short as one day, subject to availability.

Section 4. The amount of full vacation pay shall be based on the average number of hours worked weekly (including overtime) during the twelve months preceding the eligibility date and will be computed on the employee's current rate of pay as of the employee's last previous anniversary date.

Section 5. Vacation schedules are to be posted by March 1 of each year. Eligible employees shall be responsible for making their preferences known by signing the schedule by April 1, or within thirty (30) days after first posted. High seniority employees (top 50%) shall bid the first fifteen (15) days of the month. All others will bid vacations the remaining days. Employees must post the majority of their eligible time (ex, 2 eligible weeks posts 1 week, 2 of 3 eligible weeks, 2 of 4 eligible weeks and 3 of 5 eligible weeks) when making their selection. Once schedules are bid, only the remaining time available can be bid on. There shall be no bumping of vacations. Managers shall approve or disapprove the vacation within ten (10) days of the request.

ARTICLE 5

HOLIDAYS

Section 1. The following are recognized as paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, The Reverend Dr. Martin Luther King Jr.'s Birthday, Thanksgiving Day, and Christmas Day.

Section 2. Both full-time and part-time employees not scheduled to work on such holidays shall receive straight time pay computed on the average number of hours worked per working day during the twelve (12) months preceding the holiday.

Section 3. Employees who work on the holidays shall receive double their regular straight time rate for all hours worked.

Section 4. In order to be eligible for holiday pay, the employee must have seniority as of the date of the holiday, and the employee must work his last scheduled work day prior to and his first scheduled work day after the holiday, unless excused by management.

Section 5. If a holiday falls during an employee's vacation time, he shall receive an additional day's pay for each such holiday. Part-time employees shall be paid as described in section 2 above.

ARTICLE 6

HEALTH - WELFARE - RETIREMENT PROGRAM

Section 1. Welfare and Culinary Plan.

(a) For all eligible full-time employees the following monthly contributions shall be made to the Hotel Employees and Restaurant Employees International Union Welfare Fund:

Effective	January 1, 2016	January 1, 2017
Monthly Contribution	\$49.69 per month per employee	\$49.69 per month per employee

Full-time employees shall be eligible for culinary contributions described above after they have been employed for six (6) months.

For all full-time employees hired on or after April 1, 2000, the contributions set forth in Section 1 (a) to the HEREIU Welfare Fund shall begin the first day of the month following the completion of six (6) months of service with the Hotel. (A full-time employee is defined as an employee who is normally scheduled to work four (4) days or more per week, not less than twenty-four (24) hours a week, for a period of sixteen (16) weeks and then requests to be designated a full-time employee, provided, however, that this provision shall not be used to circumvent the hiring of full-time employees where the work force would normally be composed of full-time employees.)

This section may be reopened by either party for the purpose of providing another source for coverage. Kingsley must substitute a private plan with either substantially equivalent or improved benefits.

Section 2. Layoff, Leave, Resignation and Discharge.

(a) In the event of a layoff, Kingsley shall continue to contribute the monthly amount to the HEREIU Welfare Fund Culinary Plan in Section 1 for an eligible employee for the month following said layoff.

(b) If an eligible employee is on approved leave for reasons of bona fide illness or proven temporary disability in accordance with the terms and provisions of this Agreement, Kingsley will continue the monthly contribution to the HEREIU Welfare Fund Culinary Plan in Section 1 for the first three (3) months of said approved leave.

(c) Those employees eligible for the HEREIU Welfare Fund Culinary Plan contributions who shall take or will be on a "leave of absence", including but not limited to Union business, exclusive of the first three (3) months of an approved leave of absence for reasons of bona fide illness or proven temporary disability, or on temporary layoff,

shall be permitted to continue said coverage at their own option and their own expense, for a period as provided by law.

(d) An eligible employee who quits or is discharged shall not be entitled to any additional monthly contribution to the HEREIU Welfare Fund Culinary Plan.

Section 3. Effective September 1, 2014, Kingsley will no longer offer a health insurance plan to employees.

Section 4. Retirement Program. On or before September 1, 2014, Kingsley agrees to establish a 401(K) retirement plan for each employee covered by this Agreement. Eligibility for participation shall begin on the first Plan enrollment date following the employee's successful completion of the probationary period. Employees may contribute an elective percentage of their wages to the Plan on a pre-tax basis, and the Hotel will match each employee's elective contribution up to a maximum of two percent (2%) of the employee's wages. Employees will be immediately 100% vested in all monies contributed by the employee to the Plan, but there may be vesting schedule with respect to Hotel matching contributions.

The Company agrees that it will contribute to the Welfare Fund for Eligible part-time and full-time Employees at the required Fund rates for the years 2014 and 2015.

Section 5. Contributions. Contributions as provided in this Article are payable for any period while an employee is on a paid vacation or a paid holiday. For purposes of uniformity, an employee shall have contributions made on his behalf for a day worked if the employee reports for work on a scheduled workday.

Section 6. Employee Data. The contributions provided in the preceding sections shall be paid monthly, together with a report of employee data on a format prescribed by the Trust Fund no later than the fifteenth (15th) day of the month following the month for which they are to be made. Said employee data required shall include name, address, social security number, sex, date of birth, date of hire, days or weeks of employment, length of employment and such other information as the Trustees may determine necessary in order to comply with the record keeping requirements of ERISA and/or to properly provide welfare and pension benefits to participants.

Section 7. Binding Agreement. The Kingsley and the Union agree to be bound by the Agreement and Declaration of Trust of the said HEREIU Welfare Fund as may, from time to time, be amended, and they do irrevocably designate as their respective representative on the Board of Trustees, such Trustees named in said Agreement and Declaration of Trust as Employer and Union Trustees, together with their successors selected as provided therein and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provisions in the Agreement that are inconsistent with the Declaration of Trust, or the Plan of Benefits, rules or procedures established by the Trustees shall be null and void.

Section 8. Records. In order to properly pay benefits, keep a record of employees' rights to benefits, and to comply with Federal Law, Kingsley and the Union agree to make available for inspection and audit by the fund such records of bargaining unit employees as the fund may require, including, but not limited to, names of employees and dependents, ages, dates of hire, classification, sex, social security number, wages and hours, days or weeks of employment.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. If any grievances arise under the terms and provisions of this Agreement, the employees affected may, either directly or through the shop steward or representative of the Union, take the matter up with Kingsley in an effort to effect a satisfactory settlement, All grievances including discharge grievances, must be filed by the employee with Kingsley and the Union within two (2) weeks from the date the grievance occurred, except where the grievance concerns rate of computation of pay in which case the grievance must be filed within two (2) weeks after the employee discovers the grievance. Time is of the essence.

Section 2. If Kingsley and the employee are unable to reach an agreement, then the matter shall be referred to the representative of the Union who shall endeavor to mediate a satisfactory settlement with Kingsley.

Section 3. If the representative of the Union is unable to effect a settlement with Kingsley of the matter in dispute, then such dispute or grievance shall be reduced to writing, specifying in what respect the contract had been violated, and may thereafter be submitted to arbitration, upon the approval of the secretary/treasurer and/or the executive board of Local 24. Any grievance not submitted to arbitration within forty- five (45) days from the date it is filed with Kingsley shall be considered closed unless an extension of time is mutually agreed upon.

Section 4. The arbitrator shall be mutually acceptable to the parties. If the parties themselves cannot agree on an arbitrator, either party may request that a list be furnished by the Federal Mediation and Conciliation Service and the parties shall select an arbitrator mutually accepted from such list within two (2) weeks after such list is furnished to the parties. The decision of the arbitrator shall be final and binding upon both parties. The fees and expenses of the arbitrator shall be shared equally between the parties.

Section 5. An arbitrator shall not have the right or authority to add to, subtract from, or modify the terms and provisions of this Agreement. Further, the renewal, extension, modification or amendment of this Agreement shall not be the subject matter of any grievance or arbitration procedure. Any back pay award rendered by an arbitrator shall be reduced by interim earnings of any sort, unemployment compensation and any period during which the recipient failed to attempt to mitigate wage loss.

Section 6. All disciplinary actions must be taken up within fourteen (14) days of Kingsley's knew or should with reasonable diligence have known of the infraction, except where

additional time is needed by Kingsley to complete a thorough investigation of the underlying circumstances.

ARTICLE 8

SENIORITY

Section 1.

(a) An employee's "seniority" shall be the period of his/her most recent, continuous service with Kingsley within the bargaining unit. If two (2) or more employees began working on the same day, their seniority shall be determined by lot. The principle of seniority shall be applied to the extent and in the circumstances and manner set forth in this Agreement.

(b) Kingsley agrees to recognize the seniority of an employee in specific job classifications. There shall be no bumping of days off or shifts, but as vacancies occur within a department, employees may bid the vacancies, Kingsley shall have the right to maintain skill and experience levels on each shift and day.

(c) In the event an employee is assigned or reassigned by Kingsley, the employee must follow the directions of Kingsley. If the employee disputes the basis upon which Kingsley made its decision to assign, then the employee may process that dispute under the grievance-arbitration procedure.

Section 2. Whenever a vacancy or promotion occurs in a classification covered by this Agreement, excluding those created by leaves of absence or vacations, or a new position is created, it shall be filled from those employees who have previously placed their name on a roster for filing of vacancies and promotion. When skill and ability are equal, the senior employee shall have preference over other employees, applicants and candidates referred by the Union through the job referral system. However, Kingsley reserves the right to make final determination of skill and ability. The Union shall be notified of the successful candidate. A successful bidder shall not be eligible to bid upon another position for six (6) months. Temporary vacancies may be filled by Kingsley's selection.

Section 3. New employees shall be considered probationary employees and shall not acquire any seniority rights until they have been employed for a period of ninety (90) calendar days.

Section 4. Seniority rights shall terminate if an employee:

- (a) Quits or retires;
- (b) Is discharged for cause;

(c) Fails to return to work from an approved leave of absence within three (3) days of the termination of that leave;

(d) Is absent for three (3) consecutive days without notice to Kingsley management, except in any event where an employee is unable to give such notice to Kingsley due to circumstances beyond his/her control. In such event, notice shall be given as soon as possible, but in not more than ten (10) days; otherwise, his seniority shall terminate; or

(e) Is absent due to layoff or leave of absence in excess of one (1) year, with the understanding an employee on disability leave may preserve his seniority by presenting to Kingsley, prior to the end of the one-year period, medical prognosis for a return to work within a reasonable period following the one-year period.

Section 5. Approved sick and maternity leave not exceeding one (1) year shall be considered as time worked in the computation of seniority; provided, however, that vacation benefits shall not accrue after the first four (4) months of any sick leave.

Section 6. An employee transferred, to a supervisory position shall, as defined in the Labor Management Relations Act of 1947, as amended, shall, for a six (6) month period commencing immediately after such transfer retain his seniority. If he is removed from the supervisory position by management within such six-month period, the employee shall have the right to return to his previous bargaining unit position in accordance with the provisions of this Article and shall have seniority based on his previous length of service in the bargaining unit classification. If an employee occupies a supervisory position outside the bargaining unit for a period of six (6) months or longer, he shall lose all seniority rights.

Section 7.

(a) During layoffs or reductions in the working force, the employee with the least seniority in the job classification affected shall be laid off first, provided the remaining employees in the job classification are capable of performing all tasks properly required of employees in such classification. When the working force is again increased, employees on layoff shall be recalled in the order of their job classification seniority.

(b) When an employee is notified, in writing, at the time of layoff when he/she is to report back to work, he/she will report back at such time 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 deliver 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 the Kingsley by an employee, with a copy to be sent to the Union.

(c) When a layoff occurs, the laid off employee will be given preference for any job openings before new employees are hired, provided the employee is qualified to perform the work required without training. The involved employee will be entitled to immediate recall according to his seniority,

For the purpose of determining seniority rights, in the event a layoff becomes necessary, employees shall be allowed to bump a junior employee in another classification, provided the bumping employee is qualified to perform the work required without training.

ARTICLE 9

LEAVES OF ABSENCE

Section 1. Leaves of absence without pay for reasonable periods of time, not to exceed one (1) year, shall be granted for reasons of bona fide illness. Such leaves of absence for bona fide illness shall not affect employees' vacation seniority rights:

(a) Requests for medical leaves of absence shall be accompanied by a doctor's certificate showing the nature of the illness and the estimated length of time the employee will be unable to perform, his/her job, except in cases of extreme emergency, when a certificate shall be provided within a reasonable period of time. Upon the expiration of said leave, the employee shall furnish Kingsley with a statement signed by a physician establishing the fitness of the employee to return to his/her job. Kingsley reserves the right to have said employee examined by Kingsley's designated physician at no cost to the employee. If the physicians do not agree, then a disinterested third physician should be mutually agreed upon to further examine employee to resolve any disagreement that might exist, at no cost to the employee or the Union.

Section 2. Mutual Agreement Extensions. Leave of absence extensions, without pay, not to exceed two (2) months, may be granted by mutual agreement between Kingsley and the employee for other reasons, but under such conditions, Kingsley shall determine the extent, if any, to which vacation rights shall be affected.

ARTICLE 10

RIGHTS OF EMPLOYER - RIGHTS OF EMPLOYEES

Section 1. Kingsley shall have the exclusive right to operate the business and to control and direct its employees. This right shall include among other things, the right to hire, promote, lay off, transfer, discipline, discharge, evaluate qualifications and performance, demote, refuse to hire, set work schedules, make work assignments, determine what service it will offer and the manner and means of providing such service, determine what equipment and methods to be used in its operations and the direction and control of its operation, provided any decision of Kingsley which is contrary to or in violation of provisions of this Agreement shall be subject to the grievance procedure. The Kingsley may establish rules and regulations governing employees, including a drug-free workplace and screening policy, but such rules shall not be in violation of this Agreement.

Section 2. Kingsley agrees not to discriminate against, or discharge, any Union member because of his or her proper Union activity.

Section 3. Kingsley shall post in a conspicuous place in the employees' service area, a schedule indicating the days off of employees, the starting and quitting times. Kingsley shall be responsible for the safekeeping of employees' clothing in a place to which the public shall not have access, but shall have no duty of safekeeping with respect to valuables employees choose to bring onto Kingsley premises.

Section 4. When an employee suffers an on-the-job injury and, as a result, is sent for medical attention, the employee will be subject to screening for alcohol and illegal drugs. The employee shall be paid for the balance of the scheduled shift in that day only if the injury prohibits the employee from returning to work as substantiated by a physician's report and the employee's alcohol and illegal drug screen returns negative.

ARTICLE 11

PERSONAL DAYS

Section 1. Employees having one (1) year of employment with Kingsley shall be entitled to two (2) paid personal days to be used as either sick or personal days per year. If the employee fails to use these days in their year, the days will be forfeited. Personal days cannot be used in conjunction with vacation days unless previously approved by Kingsley.

On any day that an employee is sworn in as a U.S. citizen, the employee will be excused from work and will be compensated for all time lost at the same rate of pay he/she would have normally earned.

ARTICLE 12

BEREAVEMENT DAYS

Section 1. If a death occurs in the immediate family (father, mother, sister, brother, son, daughter, grandchildren, son-in-law, daughter-in-law, current spouse, or parent of current spouse) of a full-time employee employed for ninety (90) days or more, a bereavement leave of up to three (3) days with pay will be granted for the purpose of attending the funeral.

In the event the funeral is three hundred (300) miles from the Hotel, a full time employee attending the funeral shall be granted up to five (5) otherwise regularly scheduled work days with pay for the purpose of attending the funeral. In all cases, the requesting employee is expected to provide Kingsley written evidence of the death and funeral arrangements.

ARTICLE 13

CONCESSIONAIRE CLAUSE

Section 1. No work performed by bargaining unit employees at this time will be subcontracted to any other person or employer. All work will continue to be performed by bargaining unit employees, although Kingsley may contract for temporary service workers, so long as the tenure of such workers runs concurrently with the probationary period in Article 8, Section 3 of this Agreement.

ARTICLE 14

STRIKES AND LOCKOUTS

Section 1. Both the Union and Kingsley recognize the service nature of the Hotel business and the duty of the Hotel to render continuous and hospitable service to the public in the way of lodging, and other necessary Hotel accommodations, There shall be no lockouts, strikes, or work stoppages of any kind (including refusal to cross picket lines or sympathy strikes) prior to the termination date of this Agreement. Any dispute or difference between the parties shall be taken up under the grievance procedure of this Agreement. If neither party gives notice of its desire to negotiate any change in this Agreement as set forth below, then there shall be no lockouts, strikes, or work stoppages until either party gives notice, as provided below, of its desire to negotiate changes in the terms and provisions of this Agreement.

Section 2. Any employee who participates in any way in a violation of the foregoing shall be subject to discipline, including discharge. Should the Union grieve such discipline or discharge, the arbitrator's jurisdiction shall be limited to the question of the fact of the employee's violation of this provision. The arbitrator shall no authority to otherwise modify or lessen the disciplinary penalty determined and implemented by Kingsley.

Section 3. The foregoing provisions of this Article shall not apply in the event Kingsley or the Union refuses to comply with the arbitration provisions of this Agreement.

ARTICLE 15

SUCCESSORSHIP

Section 1. Kingsley will provide the Union, in writing, with notice of ownership assignment or transfer, at least fifteen (15) days prior to the effective date of the assignment or transfer. Kingsley will provide to the Union the name and contact information of the assignee/transferee entity and to the assignee/transferee entity a copy of the present collective bargaining agreement and contact information for the Union.

ARTICLE 16

SAVING PROVISION

Section 1. If any provision of this Agreement, shall be or become invalid by reason of any applicable federal or state law, or be held invalid by any court or agency of competent jurisdiction, the remaining portions thereof shall not be invalid, but shall continue in full force and effect.

ARTICLE 17

TERM OF AGREEMENT

Section 1. This Agreement and Schedule A attached hereto shall continue and remain in full force and effect until December 31, 2017, and neither party shall demand any change in this Agreement and Schedule A attached hereto until the termination thereof on December 31, 2017. This Agreement shall continue in full force and effect from year to year thereafter, unless either party desiring to negotiate changes in this Agreement and Schedule A attached hereto serves written notice on the other party by certified mail not less than sixty (60) days prior to December 31, 2017, For purposes of Contributions to the HERE1U Welfare Fund, this Agreement is effective January 1, 2016 through December 31, 2017.

ARTICLE 18

POLITICAL ACTION COMMITTEE PAYROLL DEDUCTION

Kingsley shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least seven (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 Kingsley's costs in administration of this PAC payroll deduction have 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. Kingsley shall send these transmittals and this list to Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

ARTICLE 19

LABOR/MANAGEMENT COOPERATION

Kingsley and the Union agree that good morale is in the best interest of all parties. In order to encourage good morale and productivity, the parties agree, upon request by the Union or Kingsley not more than quarterly (unless mutually agreed to meet more frequently), to participate in meetings for the purpose of discussing such issues as morale, productivity, work rules, absenteeism, etc. Such meetings shall include three (3) employees or representative(s) designated by the Union and three (3) employees designated by Kingsley. The meetings will take place outside the participating employees' normal work hours. Union and Kingsley representatives shall agree on the agenda and time schedule in advance. Both Kingsley and the Union shall give good faith consideration to the views expressed in the meetings. This clause does not preclude Kingsley from managing its business operations, nor preclude the parties from filing grievances over any issue under this Agreement.

ARTICLE 20

UNION LEAVE

A Union business unpaid leave will be granted for the purpose of accepting employment with the Union. Such leave will permit one employee in the Housekeeping Department to take up to four months of unpaid leave and one employee in the Bell or Maintenance Department to take up to one month of unpaid leave. Only one employee will be permitted to take such unpaid leave at a time.

ARTICLE 21

IMMIGRATION

Section 1. Unpaid Leave. Upon request, employees shall be released for a total of five (5) unpaid working days during the term of this Agreement in order to attend Bureau of Citizenship and Immigration Citizens (BCIS) proceedings and any related matters for the employee only. Kingsley may request verification of such absence.

Section 2. Reinstatement. A post introductory employee who is not authorized to work in the United States and whose employment has been terminated for this reason, may reapply for employment, provided that the employee produces proper work authorization within twelve (12) months of the date of termination. An employee who is rehired under this provision will be a new hire, without retention of seniority, and the employee will be subject to an introductory period upon such rehire.

This Agreement embodies the entirety of this Agreement and no agent or member of the Union is authorized to waive or modify any provision thereof.

SCHEDULE A - HOUSEKEEPING

<u>Classification</u>	<u>Hourly Wage Rate</u>	
	<u>1/01/16</u>	<u>1/1/17</u>
Housekeeping Attendant, Laundry & Houseperson	10.15	10.45
Porter	10.00	10.00
Bellman	10.00	10.00
Maintenance	10.25	10.45

Employees currently being compensated at rates above those specified here will also receive the \$.30 per hour increases reflected here.

Lump Sum Payments

Upon ratification of this Agreement, and on the first payroll date of each month thereafter, each current member of the Union's bargaining unit shall receive a lump sum payment in the gross amount of One Hundred and NO/100ths Dollars (\$100.00) for the duration of this Agreement.

New Hires: Newly hired employees, may be hired at thirty cents (\$.30) per hour less than the above listed contract rates for the first six (6) months of employment; after six (6) months of employment, they shall receive the current contract rate in effect at that time.

| Housekeeping Attendants shall be required to clean sixteen (16) rooms per day.
Housekeeping Attendants doing more than sixteen (16) rooms per day will be paid an additional \$2.50 per extra room cleaned.

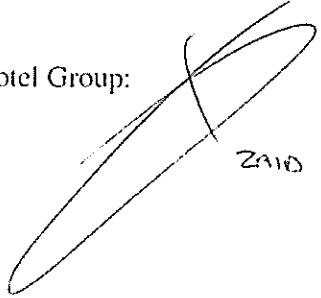
If a Housekeeping Attendant is assigned sixteen (16) "check outs" on Sundays, that employee's workload will be reduced by two (2) rooms.

Housekeeping Attendants making roll-aways will receive an additional \$.50 per rollaway made.

In the event rates of pay for Housekeeping Attendants and Laundry should be or become different, all Housekeeping Attendants who are scheduled to work eight (8) hours in the laundry classification or who start the day as a Housekeeping Attendant and are then sent to the Laundry shall be paid the higher of the two rates for the day.

In Witness thereof, the respective parties, representing that they have authority to do so, have hereunto subscribed their names and on the 10th Day of March 2016

For Kingsley Hotel Group:



2010 211A

For the Union:



3/10/16