

Sheraton Downtown Hotel
Summary of Negotiated Changes to UNITE HERE Local 274's Contract
June 11, 2021

1. **Term of Contract:** June 1, 2019 – May 31, 2024.
2. **Pay Increases:** The first three raises of the contract are delayed to the dates listed in the chart below. Raises should have been effective 1/1/20, 1/1/21, 1/1/22. Instead, they will be paid 6/13/21, 1/1/22, 12/1/22. For each of these delayed raises, you will receive retro-pay. *See the attached wage table to see the effective increase dates and classification rates.*

This is the timeline that the raises will be paid and the dates that you will receive the retro-payment to cover the delay:

<u>Raise Implementation Date</u>	6/13/2021	1/1/2022	12/1/2022	1/1/2023	1/1/2024
Non-Tipped Increases	\$ 0.80	\$ 0.80	\$ 0.80	\$ 0.80	\$ 1.40
Tipped Increases (including banquet server function rate)	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15
Outlet Buspenderson & Barporters	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 1.40
<i>Note: 1/1/24 wage increases may be higher or lower to match other hotel rates. See attached wage table.</i>					
Banquets – Sales & Promotions Rate Increase	\$ 5.00				
<u>Retro Payment Dates</u>	12/1/2021	7/1/2022	7/1/2023		
<i>Retro pay is the hours worked during the time period x the effective raise amount (see attached wage table)</i>	1/1/20 - 6/12/21 retro	1/1/2021 - 12/31/21 retro	1/1/22 - 11/30/22 retro		
<u>Other income increases</u>					
Tipped workers vacation rate- \$15 per hour or their base rate, whichever is higher.					
Bell - New payment for bag storage - \$1 per guest for qualified groups over 300.					
House Attendants – Refrigerators: \$2 payment for delivery & \$2 for removal					
F&B outlets – 18% auto gratuity on parties of 6 or more and 18% auto grat on meals that are included on a chit, voucher or are prepaid or included in room rate. Bartenders or servers will receive \$1.75 per drink. Room service services will receive \$3 payment per amenity delivery to rooms and will get 16% of the service charge.					

** Note: In outlets, credit card tips will be included in workers' paychecks.*

1. Massive expansion of job security rights:

- Renewed protection of our jobs and union contract in the event of a sale or change in management

- Protections against management or other non-bargaining unit workers doing our work
- Protections against subcontracting and the long-term use of temps
- Open-ended job security in the event of an extended renovation
- Protection and extended benefits in the event management moves to automate or otherwise replace our work with technology
- Protection for workers who may be incarcerated from losing their job just for being incarcerated, and new protections for workers who are not convicted

2. Maintenance of our standard of free individual health insurance. This involves the Employer promising to pay up to an extra \$1.60 per hour, if needed, into the Health and Welfare Fund to maintain our free high-quality individual healthcare. Also, the agreement maintains the opt out for individuals who have equivalent outside insurance.

3. Maintenance of our pension, with very significant increases in pension contributions over the life of the contract. Also we now have the added benefit to contribute to a 401K plan if you choose to save additional money for retirement.

4. Flexibility on personal holidays & sick time: The 3 personal holidays will be combined with the 3 sick days into one bank that you can use for any purpose (scheduled days off or call outs). This totals 6 personal/sick days for all non-probationary employees and 7 for employees who have 20+ years of service.

5. Vacation:

- More vacation time for workers who do not have “full-time status.” Under the old contract, if you worked between an average of 20 hours week – 30 hours per week over the course of a year (1450-1559 hours), you only would get a total of 2 days’ vacation that year. Now, if you worked in these hours, you still get the number of weeks of vacation according to your seniority times the average number hours you actually worked.

For example, if you have a vacation allotment of 3 weeks and but only worked an average of 25 hours per week during the previous year, you would have 3 weeks x 25 hours = approx. 9 days instead of only 2 days under the old contract. This is retroactive to June 1, 2019 so many people will who lost their vacation when recalled will get some of their vacation time back based on the number of hours they worked pre-pandemic-next anniversary.

(See below on vacation time after recall from COVID layoff).

6. Expansion of the Training Fund to \$0.03 per hour by eliminating the Scholarship Fund contribution of \$0.01 per hour.

7. Agreement to participate in a new Union Housing Fund – to address the housing crisis of our members and their community – at a rate of \$0.03 per hour commencing when eight employers agree to participate.

8. New rights and workload protections in the Housekeeping Department:

- Room drops (**subtract** the below number(s) of rooms from the regular 16 daily room assignment):
 - 1 room when cleaning 3 floors, 2 room when you clean 3 floors
 - 1 room when cleaning 11+ double doubles
 - 1 room when cleaning 11+ checkouts & 2 rooms when cleaning 14 checkout rooms

- When a guest declines housekeeping service for 3 or more consecutive days, that room will count as 2 rooms the next time it is cleaned = 1 room drop.
- Extra room payments will be half of the person's hourly wage
- Protections on workload when cleaning VIP rooms
- Requirement that linen be on the floors and restocked during the day
- There will be a meeting to resolve issues around inspections, coding and other items
- House Attendants and Laundry Attendants workload protections – Staffing ratio of 1 house attendant for every 10 room attendants; 1 linen/laundry attendant for every 12 room attendants with a minimum of 2 linen/laundry attendants.

9. Other expanded union rights of for workers on the job:

- Right for pregnant workers to be given accommodation or workload reduction, if medically necessary and the doctor is OK with it, rather than having to go out on leave
- Implementation, within 9 months of an effective “panic” or safety alarm which can summon security and will be given to all workers who may have to enter a guest room alone
- Expanded rights for workers to be protected against sexual harassment by guests – including notifications to workers when a guest visits the hotel who has been accused of sexual harassment, and a requirement that alleged criminal conduct by guests can result in a ban from the hotel
- Expanded protection and mandatory, union-involved training to reduce all sexual harassment at the workplace
- Protections against being disciplined for failing to call out properly if the situation was out of the worker's control (e.g.: false/improper arrest/detention/incarceration, emergency hospitalization)
- Company must remain neutral and not fight the union if Pennsylvania becomes a “Right to Work” State.
- Improved grievance procedure
- Right of any worker, who is required to enter a guest room where bedbugs have been reported, to be shown written third-party verification that the bedbugs have been eradicated
- Expanded rights to have a better chance for promotion and hiring for workers who have graduated from UNITE HERE Training Academy classes
- Streamlined dues deduction process, including the implementation of monthly dues deduction starting in September to avoid people owing back dues due to clerical errors
- Ban on credit checks and using criminal background as a way to automatically disqualify applicants from hiring for new positions
- New rights for immigrant workers
- Protection against discrimination based on gender identity
- Requirement to give 2 weeks' notice of a layoff
- Right for accommodations for workers struggling with addiction
- Paid Union orientation for new hires to educate them about the Union and their contract.

10. Massive improvements in the scheduling rights of workers (includes a waiver by the Union of the company requirement to follow the Philadelphia Fair Workweek Ordinance, because the improvements in this contract work best for the members of the Union.) These changes apply to

all classifications except banquet servers and bartenders. We will be conducting meetings after ratification to go through this system in detail.

- Ban on scheduling workers on-call (other than banquet servers/bartenders)
- Right to a guaranteed schedule seven days before the workweek starts. Any shifts on that schedule are guaranteed and must be paid unless you don't report or work the whole shift (if Employer sends you home, your scheduled hours must still be paid unless you volunteer to leave)
- Right to turn down any additional shifts that might need to be filled by the employer after the schedule is posted (cannot be disciplined if you are called into work and cannot come)
- But, also, the right to be offered, according to a new, fair seniority-based system, any additional shifts that may be needed
- Right to an extra two hours of pay for any shifts that are offered with less than 24 hours' notice, except when the shift replaces a callout or unexpected absence of a scheduled worker
- Right to see a log of calls/texts made to workers and also to see records of any time management or temps do our jobs
- Banquets – A tentative schedule will be posted one week in advance (not a guarantee of work). Banquet employees will be notified via email of changes in guest rounds, pop-ups, and cancellations within 24 hours of receiving the information from the banquet client.

11. Union growth: The employer must require any company it brings in as a management company to sign a letter creating a process or workers to organize a union at any other hotel over 300 rooms, in the Philadelphia area, that they might manage in the future. This is the historical language of this kind the Union has ever achieved in a hotel contract in the city. We will grow our power by organizing non-union hotels!

12. COVID Working Conditions:

- The Hotel must follow City, State and CDC guidelines on safety procedures.
- It must also comply with the Philadelphia 2021 emergency health leave ordinance that provides paid time off for certain COVID related circumstances like quarantining.
- Room attendants will return to cleaning stay over rooms as they did pre-pandemic because it is safe to do so and more people will be able to return to work.
- For vacation: The Employer will apply the revised vacation language in Article 17 retroactive to June 1, 2019. Upon returning from layoff, an employee shall have 12 months to use any pre-layoff vacation balance. Additionally, any employee who does not meet the hours threshold for receiving at least one week's vacation allotment on their next anniversary date after recall may choose to borrow up to forty (40) hours from their vacation allotment the following year. On a one-time basis, any employee who does not meet the hours threshold for receiving their full vacation allotment can take unpaid vacation up to the number of days provided under the contract according to their seniority as if they had met the threshold of 1560 hours worked.