

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE WESTIN SOUTHFIELD - DETROIT

AND

UNITE HERE LOCAL 24

Term of Agreement:

May 6, 2022 – May 5, 2026

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AGREEMENT

This Agreement, effective the 5th day of May, 2022, between Atrium Hospitality LP d/b/a The Westin Southfield-Detroit, 1500 Town Center, Southfield, Michigan, 48075, party of the first part, hereinafter referred to as “Westin” and UNITE HERE Local 24, AFL-CIO, party of the second part, hereinafter referred to as the “Union.”

ARTICLE 1 RECOGNITION - UNION MEMBERSHIP

1. Recognition. Westin recognizes the Union as the sole and exclusive bargaining representative of employees in a unit composed of the classifications referred to in the Schedules of this Agreement.

Managers, supervisors, confidential employees, guards, and security personnel are excluded from this Agreement.

2. Employee Hiring. After utilizing all regular banquet employees to work banquets and offering other regular employees who have been trained the opportunity (up to a total work week of forty hours per week) the Employer may utilize casual banquet servers and casual banquet bartenders. The casual banquet employees shall not be considered part of the bargaining unit but shall be paid according to the wage schedule of this Agreement. Casual banquet employees shall be required to pay a permit fee to the Union as established by the Union, which shall be deducted from the employees pay consistent with the check-off provisions of this Agreement but the amount paid in any month as a permit fee shall not exceed the regular monthly dues of the Union.

3. Union Membership. In the event there is a change in law so that obtaining or continuing employment may be conditioned on the payment of Union dues or service fees, Westin and the Union agree that the following language shall govern:

(a) Westin agrees that it is a condition of employment that all employees of the Westin covered by this Agreement who are members of the Union in good standing on the date of the execution hereof, shall remain members in good standing, and that all employees of Westin covered by this Agreement who are not members of the Union on the date of the execution hereof shall, on the 31st day following the effective date of this Agreement, become and remain members in good standing of the Union.

(b) All new employees covered by this Agreement shall become and remain members in good standing of the Union on the 31st day following the day of their employment.

(c) In the event any employee fails to tender his/her membership dues, initiation or reinstatement fees in accordance with the foregoing subsections, Westin agrees, upon written notification by the Union, to discharge said employee, within five (5) calendar days from the date of the receipt of such notification. The Union shall send said notice to Westin by certified mail.

(d) The Union shall indemnify and hold harmless the Westin and all of its owners, agents, employees, affiliated companies, successors and assigns, from all claims, demands, and liabilities, including costs and attorneys' fees, to which any of them may be subjected by reason of the Westin's compliance with this Article.

4. Check-off.

(a) Westin agrees to deduct monthly membership dues, initiation/reinstatement or other fees in such sums as are established by the Union in accordance with its constitution and by-laws, from the weekly pay of each employee. The amount of the weekly dues deduction shall be determined by the required monthly dues divided by 4.333. No such sums shall be deducted from an employee's wages until the employee has voluntarily signed a card authorizing such deductions. Such assignment shall be irrevocable for a period of one (1) year, or the termination of this Agreement, whichever first occurs. A Union representative shall be afforded the opportunity to meet with new hires, without a Westin representative present, for fifteen (15) minutes at the beginning of Westin's orientation or new hire meetings to present dues check-off/membership forms and other Union information to employees.

(b) If notice of revocation is not given prior to the end of such period, the authorization shall be automatically renewed for successive periods of one (1) year thereafter, with the same privilege of revocation at the end of each such period. The money so authorized shall be deducted from the employee's paycheck each week 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) calendar days of employment, Westin agrees to add the names of all newly-hired employees to such check-off. Westin agrees to remit the weekly dues for such employees upon the signing of authorization cards by them.

(c) Westin shall deduct from the pay of each employee who has signed an authorization and assignment form, dues, other service fees, initiation, and/or reinstatement fees established by the Union in accordance with its constitution and by-laws. Deductions shall be made from the weekly paycheck of each employee and transmitted to the Union by the fifteenth (15th) day of each month thereafter, with a report showing the amount of deduction for each employee. Additionally, the Westin shall provide the Union with a monthly electronic report showing the name, address, telephone number, social security number, job classification, and date of hire for all bargaining unit employees.

(d) The Union security provision of this agreement shall not be applicable to "on call" banquet employees, but "on call" banquet employees shall pay a permit fee to the Union for each event or function worked. The Westin agrees to deduct the permit fee from the paychecks of employees where the employee has signed a card authorizing the deduction. These fees shall not exceed per month the amount equal to the monthly Union dues for each "permit fee" employee.

ARTICLE 2
RECOGNITION OF UNION RIGHTS AND RESPONSIBILITIES

5. Union Investigations. Authorized representatives of the Union shall be permitted to visit the premises of Westin at all reasonable hours for the purpose of administering this Agreement. Union representatives shall advise management of their presence immediately upon entering the Hotel. Representatives of the Union shall not interfere with the operations of Westin while transacting such Union business.

6. Bulletin Board. The Westin will furnish for the Union one (1) glass enclosed bulletin board with provisions for lock and key to be given to the Union. The board shall be used only for the following notices:

1. Recreational and social affairs of the Union
2. Union meetings
3. Union elections
4. Reports of the Union
5. Rulings or policies of the International Union

Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Westin, any of its employees, or any labor organization among its employees, and no material, notices or announcements that violate the provisions of this section, shall be posted.

7. Union Stewards. One (1) regular shop or department steward at a time shall be allowed reasonable time off from work, without loss of pay, in handling and adjusting grievances on the premises of Westin. Such time shall be taken only when the matter cannot be handled during non-working time and shall not interfere with operations. More than one (1) steward at a time shall be allowed to handle and adjust grievances on the premises of the Westin during the stewards' non-working hours. Any steward handling or adjusting a grievance, whether during or after working hours, shall first notify his supervisor. Westin agrees that there will be no discrimination against any employee because he/she is carrying out the duties of shop steward.

8. Union Conventions/Meetings. Duly elected delegates to Union conventions or meetings shall be excused from work, without pay, for the purpose of attending such conventions or meetings without any loss of rights or privileges upon reasonable notification to Westin. Time off for conventions or meetings shall not exceed seven (7) calendar days, provided that no more than one (1) employee from each department per shift shall be a delegate.

9. Employee Records. Upon written request of the Union, Westin will with reasonable promptness provide or make available to the Union relevant payroll and personnel records of employees within the bargaining unit to enable the Union to administer this Agreement. The Westin reserves the right to object to any such request, pursuant to the provisions of the National Labor Relations Act.

10. Notification to Hotel. The Union shall notify Westin in writing of its current authorized Union representative and Union stewards.

11. Labor/Management Cooperation. The Westin 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 the Hotel, not more often than monthly (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 no more than five (5) employees or Union Representatives designated by the Union and five (5) employees designated by the Hotel. The Hotel and the Union shall give good faith consideration to the views of the employees expressed in the meetings. This clause does not preclude the Hotel from managing the business operations of the Hotel, nor preclude the parties from filing grievances over any issue under this Agreement.

ARTICLE 3

WORK DAY - OVERTIME - SCHEDULING - REPORTING FOR WORK - DEFINITIONS OF FULL-TIME EMPLOYEE, PART-TIME EMPLOYEE AND CASUAL EMPLOYEE – MEALS – SUBCONTRACTING

12. Supervisors Performing Bargaining Unit Work. Supervisory or excluded employees as defined by federal labor law shall not perform the work of bargaining unit employees, except during relief periods, absenteeism, sickness, rush periods, reasonable training periods, and emergency situations, provided that the Westin has made a reasonable effort under the circumstances to find a readily available qualified bargaining unit employee to perform the work. “Leads” covered by this Agreement may direct the work of employees and perform other duties as assigned by Westin.

13. Work Day. The workday is established as that twenty-four (24) hour period beginning at the employee’s actual reporting time. The term “day” as used herein means the shift scheduled to be worked by each employee regardless of its length or duration.

14. Overtime. Time and one-half shall be paid for all hours worked: (1) in excess of forty (40) hours within the workweek, or (2) for the 7th consecutive workday worked within the workweek, which is defined as Saturday through Friday. There shall be no pyramiding of overtime. The provisions of this section shall not apply to banquet captains, servers, and bartenders. Except where unusual business demands require, no employee shall be scheduled to work more than 10 consecutive days.

15. Scheduling. When business permits the Westin will maximize each full-time employee’s hours up to forty (40) within five (5) days of work each week. The Westin shall attempt to establish work schedules so as to permit employees a choice of days off and hours worked where possible, by seniority. Subject to business and operational needs, Westin shall set schedules so that as many schedules as possible are offered with consecutive days off by seniority.

Any changes in an employee's work schedule for the following week (Saturday through Friday) will be posted by Wednesday of the preceding week. Westin shall have the right, once every thirty (30) days, upon giving seven (7) days' notice, to change work schedules and/or to change the employees' days off. Schedule changes can be made on less than seven (7) days' notice and/or more often than every thirty (30) days only when necessary for unforeseen circumstances due to business conditions not known at the time the schedule was prepared. If an employee declines the opportunity to work in their classification or in another classification in the same job family for which they are qualified, the employee is required to complete a Declination of Work Form.

16. Overtime Scheduling. (This does not apply to banquet servers and banquet bartenders.)

(a) Employees shall work overtime only when requested to do so by their supervisors. When overtime is needed within a specific job classification in a department, it shall be offered to employees by seniority. In the event sufficient employees do not volunteer for the overtime required, employees in inverse order of seniority shall be required to work the overtime.

(b) In general, employees will be given at least two (2) hours' notice of any extension of quitting time in any given day. Where such notice cannot be given, the maximum possible advance notice will be given.

(c) No employee will be required to work more than ten (10) hours per shift, except where the overtime is due to unforeseen circumstances, bad weather or other conditions beyond the Westin's control.

17. Overtime Pay. Overtime shall be paid to the employee on the payroll following the time worked. Any dispute concerning the overtime shall be discussed and resolved between the employee and/or union steward and the supervisor. Any necessary corrections will be made in the next paycheck.

18. Reporting Time Pay. Employees properly reporting for work on any day shall be paid the greater of four (4) hours or the actual hours worked for that day's shift, even though Westin sends such employee home due to shortage of work. This provision shall not apply in any case of extreme emergency in any department of the Hotel, extreme emergency being defined as fire, tornado, flood, hurricane, riot, civil commotion, or acts of God.

It is further agreed that these reporting pay provisions do not apply when the employee is notified by Westin not to report at least two (2) hours previous to his/her regular scheduled starting time. Documented Westin efforts to provide timely notice to the employee at the telephone number or address shown in the Associate's Personnel file shall satisfy the notice requirements of this paragraph. These reporting pay provisions shall not apply when an employee voluntarily leaves work early, except as provided in Schedule B.

On an employee's day off, he/she will be required to attend Westin-scheduled meetings, only if the Westin guarantees a minimum of four (4) hours pay at the hourly rate. For tipped employees, the hourly rate shall be calculated the same as the employee's vacation rate prorated. If an employee requests to leave at the end of the mandatory meeting, rather than stay to perform any other assignments, the employee shall be paid for only the length of the mandatory meeting, but not less than two (2) hours. Under any other circumstances, meetings on the employee's day off shall be voluntary as to that employee.

19. Full-Time and Part-Time Employees. For the purposes of benefit eligibility, as set forth in Articles 5, 6, and 7, employees who average 30 or more hours per week are classified as full-time. If a full-time employee does not average 30 or more hours per week for 2 consecutive quarters, they will lose eligibility. Employees who fall below the eligibility criteria shall be notified following the end of each quarter. The Westin shall advise an employee in writing when he/she fails any quarterly test, and further advise the employee of the employee's change of status if he/she fails a second consecutive quarterly test.

20. Full-Time Banquet Employees. The six (6) most senior full-time banquet servers, two (2) most senior full-time coffee break servers, and two (2) most senior full-time banquet captains shall not be subject to the minimum hours requirement to maintain full-time status, provided each server is available when needed for full-time banquet or other work for which the employee is qualified (except for FMLA-qualifying leave). These full-time servers shall receive all the benefits of a full-time employee subject to this Agreement, except as otherwise stated (e.g., overtime).

21. Meals and Breaks. The Westin shall provide employees with wholesome and nutritious meals during employee meal breaks in accordance with the attached Schedules. Meals shall be furnished under sanitary conditions in the employee cafeteria. Employees who work the third shift who are not able to take a meal break shall be paid for any meal break time they work, upon obtaining prior management approval for each break.

22. Specially-Skilled Employees. When business conditions require special skill and ability that cannot be met by an employee presently scheduled (e.g., ice carver, etc.), an employee with the specified skill and ability may be scheduled to perform only that work that requires such a specific skill. Westin shall endeavor to notify employees of any change in schedules by Wednesday of the preceding week and any employee displaced by this provision may exercise his/her seniority rights.

23. Subcontracting. The parties agree that the Westin will not subcontract out bargaining unit work, except as is currently done as of the date of the ratification of this Agreement, or by mutual agreement of the Westin and the Union. However, if qualified help is not available, or other circumstances make it necessary, the Westin may supplement its regular workforce with "temporary hire" or "intern" employees. A temporary employee shall not perform bargaining unit work for more than ninety (90) days without becoming an employee of the Westin who is subject

to this Agreement. The Westin shall not churn temporary employees for the purpose of avoiding hiring regular employees.

24. Leaving Work Early. Any employee choosing to leave work early shall first obtain from a manager (or a lead when the manager is off property) an approved voluntary leave slip (VLS).

ARTICLE 4
WAGE RATES AND SPECIFIC WORKING CONDITIONS

25. Minimum Wage Scales. 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.

Wage increases shall be as follows:

	Non-Tipped	Tipped
April 1, 2022	\$1.25	\$0.75
May 6, 2023	4% or \$0.75 (whichever is higher)	4% or \$0.40 (whichever is higher)
May 6, 2024	4% or \$0.75 (whichever is higher)	4% or \$0.40 (whichever is higher)
May 6, 2025	3% or \$0.60 (whichever is higher)	3% or \$0.30 (whichever is higher)

26. Payment of Wages. Wages of all employees shall be paid weekly. Effective, DOR, tipped employees shall begin receiving their charged gratuities on their paycheck. Employees working the third shift shall be given their paychecks by Security the night before a payday. Direct deposit and debit cards will continue to be offered.

27. Payroll Errors. Any payroll shortage of fifty dollars (\$50.00) or more that occurs through no fault of the employee shall be corrected by the Westin providing the employee the missing pay on a debit card or cash within 48 hours (not including weekends and holidays) after the employee reports the shortage to the payroll department. For all other payroll errors, the Westin shall correct the error on the paycheck for the pay period in which the error is reported.

28. Job Classifications and Departments.

(a) The listing of job classifications in the wage schedules shall not be construed to mean that Westin must hire employees in all such job classifications. However, in any of these job classifications, such employees shall be paid at the rate scheduled for the specific job classification.

(b) The following shall be considered “departments,” as that term is used in this Agreement: Banquets, Front Office, Housekeeping, Kitchen, Outlets, and Service Express.

29. Non-Discrimination. The wage scales and conditions shall apply to male and female employees. Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender. The Union and the Westin agree there shall be no discrimination by either party which violates applicable local, Michigan or Federal Equal Employment Opportunity laws. Westin will comply with the terms and provisions of the Americans with Disabilities Act.

30. Higher Wages. No provisions of this Agreement shall be used to reduce the wage rate of any employee presently employed by Westin on the date of the execution of this Agreement if the wage rate paid to the employee is higher than the contract minimum wage rate for his job classification; provided, however, that if any new employees are employed by Westin hereafter, Westin shall have the right to employ them in accordance with the job classification rates set forth in the attached Schedules.

31. Employee Scheduling. No employee shall be scheduled to work less than ten (10) hours from the end of his last scheduled shift unless the employee agrees or in the case of justified business necessity. This shall not apply to banquet captains, servers, and bartenders.

ARTICLE 5 **VACATIONS**

32. Amount of Vacation. All full-time employees who have completed one (1) year of continuous service shall receive two (2) weeks’ vacation with pay (10 days); completed five (5) years of continuous service shall receive three (3) weeks’ vacation with pay (15 days); and completed fifteen (15) years of continuous service shall receive four (4) weeks’ vacation with pay (20 days).

33. Computation of Vacation. Vacation pay shall be computed on the basis of eight (8) hours at the employee’s straight-time hourly rate for each day of vacation. Vacation pay for tipped employees (outlet bartenders, servers, bus attendants, room service servers, room service expeditors, luggage attendant, night luggage attendant, door attendant, and bell captain) shall be:

May 6, 2022:	\$130.00
May 6, 2023:	\$140.00
May 6, 2024:	\$145.00
May 6, 2025:	\$150.00

Vacation pay for banquet captains, banquet servers, and banquet bartenders shall be:

May 6, 2022:	\$140.00
May 6, 2023:	\$150.00
May 6, 2024:	\$155.00

May 6, 2025:

\$160.00

Employees shall be paid for vacation time in the regular paycheck for the pay period in which the vacation is taken.

34. Layoffs, Discharge, and Vacation Pay. If a full-time employee is laid off or discharged by Westin, except for reasons specified in Section 33 below, he/she shall receive his/her earned vacation pay.

35. Resignation and Vacation Pay. If an employee quits, he/she shall receive his/her earned vacation pay provided two (2) weeks' notice is given in writing by the employee to Westin of his/her intention to quit, and the employee return all equipment, uniforms, and other property of the Westin on the last day of work.

36. Quitting Without Notice or Discharge. If an employee quits without giving notice as provided in the preceding paragraph or is discharged for just cause, such employee shall not be eligible for the payment of any current vacation benefits.

37. Vacation Scheduling. Vacations shall be scheduled on a six-month basis according to the preference of the employee, seniority by job classification, and the requirements of continuous and proper operations as set by the Westin's departments.

It shall be the responsibility of the eligible employee to make his/her preferences for each six-month period of time known to management by April 1 and October 1 of each year, provided the vacation schedule is posted one month prior thereto.

Once the vacation schedule is posted, the most senior half of the eligible employees in the classification in the department shall indicate their preference within fourteen (14) days thereafter. The remaining employees shall then indicate their preference within the next fourteen (14) days.

After all employees have indicated their vacation preference, any employee who must change their vacation period or who did not make their preference known within the above time limits, shall be granted a vacation during open weeks only as the needs of the business make available. The Westin shall give the employee written confirmation of the vacation schedule within twenty-one (21) days of the employee submitting a written request. There shall be no bumping or revocation of vacation time-off after a vacation request has been approved.

Where an employee is unable to take some of his/her vacation time within the year after it is earned because the Hotel is not able to accommodate the employee's written vacation request, the employee will be able to carry over the unused vacation time for up to six (6) months.

ARTICLE 6
HOLIDAYS

38. Holiday Pay. All full-time employees will be paid their straight time hourly rate for the following eight (8) holidays if not worked, and double their straight time hourly rate for hours worked if said holidays are worked: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and each employee's birthday. Part-time employees will be paid double their straight time hourly rate for hours worked if said holidays are worked. Tipped employees' holiday pay for holidays not worked shall be computed in the same manner as vacation pay.

Whenever reasonably possible, senior full-time employees scheduled to work on a holiday shall be given the opportunity to take said day off with holiday pay if fewer employees are required on that day. Westin shall not reduce an employee's work hours solely because a holiday falls in that workweek.

39. Holiday Pay Eligibility. In order to become eligible for holiday pay, an employee must work his/her last scheduled work shift preceding and his/her first scheduled work shift following said holiday unless excused by the Westin on account of sickness, physical disability, or other reason or unless the employee is on approved vacation. If an employee fails to show up for work on a holiday that he/she is scheduled to work, such employee shall forfeit all pay for that holiday unless such employee is excused by the Westin on account of sickness or physical disability. The Westin may require the employee to submit medical proof of the illness.

40. Personal Leaves and Holiday Pay. An employee on personal leave of absence, or an employee who has been on sick leave for more than ten (10) consecutive days immediately preceding such holiday, shall not be entitled to holiday pay.

41. Probationary Employees and Holiday Pay. An employee shall not be eligible for holiday pay for a holiday not worked until he/she has been in the employ of the Westin for more than ninety (90) calendar days of service.

42. Holidays and Vacations. If one of the aforesaid holidays falls during a period when an employee is on approved vacation, said employee shall receive a substitute day at the Westin's discretion.

43. Failure to Work on Holiday. If an employee fails to show up for work on a holiday that he/she is scheduled to work, such employee shall forfeit all pay for that holiday unless such employee is excused by Westin on account of sickness or physical disability.

44. Not Applicable to Part-time and Casual Employees. The provisions of Article 6 shall not apply to cover part-time or casual employees.

ARTICLE 7
HEALTH - WELFARE – 401(k) PROGRAM – DISCOUNTS - INCENTIVES

45. Insurance Program. All employees covered by this Agreement shall be permitted to participate in Westin’s insurance program on the same terms and conditions as similarly situated employees not covered by this Agreement, except that an employee shall pay no more than:

- 10% of the total medical premium for the Employer’s blue plan;
- 20% of the total medical premium for the Employer’s white plan; or
- 23% of the total medical premium for the Employer’s red plan as of May 6, 2022 ratification of this Agreement; 21.5% starting May 6, 2023; and 20% starting May 6, 2024.

Any questions arising in connection with Westin’s insurance program are specifically excluded from the grievance and arbitration procedures contained in this Agreement. The Westin will provide the Union with a 45-day notification of any change in benefits.

46. Labor Unions 401(k) Plan. Westin is pleased to offer the Labor Unions 401(k) Plan (“Plan”) as a way for all non-probationary employees to save for retirement through regular payroll deduction. Westin will contribute a match of fifty percent (50%) of each employee's contributions to the Plan, up to four percent (4%) of the employee's wages, for a maximum match of two percent (2%). The Westin shall not be required to pay any administrative or other fee to the Plan.

ARTICLE 8
SENIORITY

47. Definitions. An employee’s “seniority” shall be the period of his/her most recent, continuous service with Westin within the bargaining unit job classification, per department covered by this Agreement, expressed in terms of years, months, and days. Westin agrees to recognize the seniority of an employee in specific job classifications within each department, with full-time employees carrying separate seniority. If two (2) or more employees began working on the same day, their seniority shall be determined by employment application dates, and if the latter are the same, by lot.

48. Shift Vacancies. There shall be no bumping of days off or shifts, but as vacancies occur within a department employees may bid the vacancies. The Westin shall have the right to maintain appropriate skill levels on each shift and day. Westin may elect to rotate stations. If stations are not rotated, seniority and qualifications shall govern.

49. Shift Bid and Job Vacancies. Westin shall allow employees to bid schedules by signing a posting of preferences at least two (2) times each year, which shall include whenever a permanent full-time vacancy or promotion occurs in a classification covered by this Agreement, excluding those created by leave of absence or vacations, or a new permanent full-time position is created. Posting shall be up for seven (7) calendar days. When skill and ability are relatively equal, the senior bidder, first by department seniority, then by overall seniority, shall have preference over other employees, or other applicants. A successful bidder shall not be eligible to

bid upon another position for six (6) months. Temporary vacancies (not to exceed ninety (90) calendar days in duration) may be filled at Westin's discretion.

50. Probationary Period. 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) consecutive calendar days. This period may be extended for thirty (30) days by written request to the Union and by mutual agreement of the Westin and the Union. Westin will notify the employee of this extension of his probationary period. Employees may be discharged during the probationary period without recourse by the Union or the employee to the grievance and arbitration procedure.

51. Loss of Seniority. Seniority rights shall terminate if an employee:

- (a) Quits or retires;
- (b) Is discharged for cause;
- (c) Fails to promptly return to work after being recalled or from an approved leave of absence;
- (d) Is absent for three (3) consecutive days without notice to Westin, except in any event where an employee is unable to give such notice for a reason acceptable to the Westin.
- (e) Is laid off for a period equal to his/her seniority or one (1) year, whichever is lesser period of time.
- (f) Fails to work all available shifts, noted in Article 3 Section 15 – Scheduling.

52. Continuation of Seniority. Approved leaves of absence under Article 10, up to twelve (12) months, shall be considered as time worked in the computation of seniority.

53. Casual Employees. No casual employees shall be utilized where senior, qualified employees within the same job classification are on layoff, except in cases of business necessity, or where Westin cannot contact laid off employees in the same job classification.

54. Seniority and Transfers. In order to encourage employees to advance themselves by transferring to new job classifications, the following provisions shall apply to protect their seniority:

(a) An employee who transfers may elect to return to his/her former job classification within ninety (90) calendar days, with full seniority earned in the classification, and frozen seniority to his/her credit in the classification which he/she is leaving. Employee must provide

written notice to Westin Southfield Hotel that they are electing to return to prior classification within (90) calendar days of transfer.

(b) An employee who transfers will continue to accumulate seniority in his original job classification. This seniority shall be recognized only in the event of a layoff in the new job classification, as provided in Section 52(d). The employee's seniority in all other job classifications, except the original, shall be based on time spent and will be frozen with each transfer. In the event the original job classification no longer exists, the classification/department into which the employee first transferred shall become the employee's original job classification/department.

(c) An employee transferred to a supervisory position as defined in the Labor Management Relations Act of 1947, as amended, shall, for a ninety (90) calendar day period commencing immediately after such transfer, if he/she is removed from the supervisory position by management, have the right to return to his/her former bargaining unit position in accordance with the provisions of this Article. When an employee does so return, he/she shall have seniority based on his/her previous length of service in the bargaining unit classification. If an employee occupies a supervisory position outside the bargaining unit for a period of ninety (90) calendar days or longer, he/she shall lose all seniority rights. The Westin shall be free to discipline supervisory employees and they shall have no recourse to the grievance procedure concerning such discipline.

55. Layoffs.

(a) In layoffs or reductions, seniority shall determine the order of layoff. When the working force is again increased, employees on layoff shall be recalled in reverse order of their layoff.

(b) When an employee is notified in writing, at the time of layoff 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 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 the Westin by the employee, with a copy to be sent immediately to the Union.

(c) 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, as determined by the Westin. The involved employee shall be entitled to immediate recall to the department from which he/she was originally laid off according to his/her seniority, but he/she shall be entitled to only one such recall opportunity on each occurrence.

(d) In the event layoff becomes necessary, employees shall be allowed to bump the junior employee in their former job classification(s) in any department from which they had transferred, with full seniority that the employee had accumulated as provided in Section 51, provided as follows:

1. The employee is then qualified to perform the required work without training, as determined by the Westin.
2. The returning employee must take the work schedule, including shift and days off, of the employee being bumped for up to one (1) week, after which they may exercise their full seniority rights.
3. The employee must exercise his/her bumping rights at the time of layoff.

ARTICLE 9

GRIEVANCE- ARBITRATION

56. Grievance Definition. For the purposes of this Agreement, a grievance is defined as a timely dispute between the parties involving the interpretation and/or application of a specific provision of this Agreement, or of matters pertaining to disciplinary action(s) of the Westin during the term of this Agreement. Additionally, to be considered a grievance, the dispute must identify in writing the specific section(s) of this Agreement alleged to have been violated and the specific remedy sought.

57. Step One. 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 the Management/Department head in an effort to affect a satisfactory settlement. All such grievances, including discharges, must be filed in writing by the employee with the Westin and the Union within two (2) weeks from the date the cause of the grievance occurred. Where the grievance concerns the rate or computation of pay, the grievance must be filed within two (2) weeks after the employee discovered the erroneous pay, in which case the grievance must first be filed within fourteen (14) days after the employee receives the paycheck in question.

58. Step Two. If the department manager and the employee are unable to reach an agreement, the matter shall be referred to the representative of the Union who shall meet with a Human Resources Department representative of the Westin and endeavor to reach a satisfactory resolution. The Human Resource Department shall provide a response to the grievance within seven (7) days of the meeting at which it was discussed.

59. Step Three. If the representative of the Union is unable to reach a settlement with the Westin of the grievance, then such grievance 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 (by proposing an arbitrator to the Westin) within thirty (30) calendar days

from the date of the Westin's step two grievance response shall be considered closed unless an extension of time is mutually agreed upon in writing.

60. Mediation. After a grievance has been submitted to arbitration, and prior to any arbitration hearing, the parties may mutually agree to mediate the grievance in an effort to resolve the dispute. The mediator shall be requested from the Federal Mediation and Conciliation Service (FMCS) at no cost to the parties. The Westin and the Union shall give good faith consideration to the recommendations of the mediator.

61. Selection of Arbitrator. The parties shall in good faith attempt to select a mutually acceptable arbitrator. If the parties cannot agree upon an arbitrator, either party may request that a panel of seven (7) arbitrators be furnished by the Federal Mediation and Conciliation Service (FMCS) and the parties shall select an arbitrator according to the rules of FMCS. Upon the appointment of an arbitrator, the subject matter of the grievance shall be submitted to the arbitrator. The decision of the Arbitrator shall be final and conclusive upon both parties and both parties agree to abide by the award of the Arbitrator. The fees and expenses of the Arbitrator shall be shared equally between the parties.

62. Arbitrator's Authority. An arbitrator shall not have any 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 the arbitration procedure.

63. Back pay Compliance. In the event a tipped employee is granted back pay through the settlement of a grievance, or is awarded back pay through arbitration, the back pay computation shall include "declared tips" unless otherwise agreed or ordered by the arbitrator. The amount of back pay due shall be reduced by interim earnings of any sort and no back pay shall be due for any period during which the recipient failed to attempt to mitigate wage loss. The Westin shall supply proof of payment of any back pay due within fourteen (14) days after payment has been made.

64. Disciplinary Action Timing. The Westin shall confront an employee alleged to have engaged in conduct warranting discipline or discharge within fourteen (14) calendar days of management learning of the alleged infraction(s), except for spotters' reports which will be twenty (20) calendar days from the date of the infraction. The foregoing dates may be extended where notice to the employee would interfere with an ongoing investigation. Management shall administer disciplinary action within the same foregoing time frames, except where extenuating circumstances cause a delay (e.g. a continuing investigation).

65. Limits on Disciplinary Write-ups. Disciplinary write-ups shall not be considered after twelve (12) months. However, any write-ups may be used for impeachment purposes.

ARTICLE 10
LEAVES OF ABSENCE

66. Medical Leaves. Medical leaves of absence without pay for reasonable periods of time, not to exceed twelve (12) months, shall be granted by Westin to employees for reasons of bona fide illness, including maternity leave. Requests for medical leaves of absence shall, on the request of Westin, 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 their 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 Westin with a statement signed by a physician establishing the fitness of the employee to return to their job. Westin reserves the right to have said employee examined by Westin's designated physician at no cost to the employee. If the physicians do not agree, then the Westin may designate a third physician to further examine the employee to resolve any disagreement that might exist.

67. Family and Medical Leaves. It is understood and agreed that, to the extent other portions of this Agreement provide greater or better benefits than the Family and Medical Leave Act ("FMLA"), the Agreement will prevail. In addition to the leaves of absence provided for under this Agreement, and subject to the eligibility and other provisions of the FMLA, employees shall be entitled to unpaid leaves of absence up to a maximum of twelve (12) work weeks during any rolling twelve (12) month period, under the provisions of the FMLA for the following reasons:

- * The birth or placement in the employee's home of an adopted or foster child.
- * To care for an immediate family member (spouse, child, or parent (excluding in-laws), with a serious medical condition.
- * To take medical leave when the employee is unable to work because of a serious medical condition.

Spouses employed by the Westin are jointly entitled to a combined total of twelve (12) workweeks of family leave for the reasons and under the conditions outlined in the FMLA.

Subject to other conditions set forth in this Agreement, employees may choose, or Westin may require the employee to use accrued paid leave (such as personal or vacation paid leave) to cover some or all of the otherwise unpaid FMLA leave.

Under some circumstances, employees may take FMLA leave intermittently, which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

The Westin is required to maintain group health insurance coverage for an employee on FMLA leave, up to the twelve (12) workweek period, whenever such insurance was provided before the leave was taken, and on the same terms as if the employee had continued to work.

The Human Resources Department will give to all eligible employees granted leaves of absence under the FMLA a form outlining in detail the provisions of such Act, and the employee shall sign a copy of such form acknowledging its receipt.

68. Unpaid Personal Leaves. Leaves of absence without pay or benefits, not to exceed two (2) months in anyone-year period, may be granted to non-probationary employees by mutual agreement between the Westin and the employee for other reasons. This request must be made in writing to the Westin Southfield.

69. Union Leave. The Westin shall permit one (1) employee to take leave during any contract year during the life of this Agreement for Union business provided a) such leave does not exceed six (6) calendar months; and b) the Union gives reasonable advance notice to the Westin.

70. Leaves and Extensions in Writing. All leaves of absence and extensions of leaves of absence must be in writing, signed by Westin, and a copy sent to the Union and a copy to the employee.

71. No Stacking, No Vacation Accrual. Leaves of absence under the sections of this Article may be taken contemporaneously but may not be stacked. Employees shall not accrue vacation time during any leaves of absence under this Article.

ARTICLE 11
RECOGNITION OF WESTIN AND EMPLOYEE RIGHTS
AND RESPONSIBILITIES

72. Management Rights. The Westin 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, Westin retains the sole right:

- (a) To direct the work force and to determine the policies and methods of operating its business, except as expressly limited by the specific provisions of this Agreement;
- (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, subcontracted, or relocated;
- (d) To decide the amount of supervision and direction of the working force;

- (e) To be the sole and final judge of the qualifications of all applicants, with the absolute right to select and determine the employees it will hire;
- (f) To determine staffing levels for a department/room;
- (g) To establish or revise work schedules;
- (h) To introduce new, different, or improved methods and procedures in its operations, and to otherwise generally manage the business;
- (i) To set appearance, grooming, and dress standards.
- (j) To suspend, promote, demote, discipline, and discharge employees for just cause, or to transfer or lay off employees except as expressly limited by the specific provisions of this Agreement.
- (k) 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.
- (l) To set attendance standards and notify the Union and bargain the effects of the policy changes.

73. Drug/Alcohol Testing. The Westin and the Union both recognize the importance of a drug/alcohol free work environment and, therefore, the Union agrees that the Westin may require drug/alcohol testing of all applicants for employment, applicants for promotion out of the bargaining unit, and of employees if in the Westin's judgment a reasonable basis exists for suspecting that an employee is impaired in any way or has engaged in the use of unauthorized or illegal drugs while on the job or on Hotel property. Failure to pass a drug/alcohol test (based on DOT standards), or refusal to submit to such testing, shall subject an employee to immediate termination.

74. Non-Discrimination. Westin agrees not to discriminate against, or discharge, any Union member because of his/her proper Union activity.

75. Notice of Lay-off. If a full-time or part-time employee is laid off due to lack of work for a period of fourteen (14) or more calendar days, the Westin shall notify the employee at least three (3) calendar days prior to the effective date of the layoff. In the absence of such notice, the Westin shall pay the employee three (3) days' pay.

76. Bank Audits. The Westin shall conduct bank audits in the presence of at least one bargaining unit employee, and the person being audited.

77. Schedule Posting. Westin shall post in a conspicuous place in the employees' service area, a schedule indicating the days off of employees, the starting and quitting times.

78. Distribution of Agreement. To effectuate harmonious labor relations, the Westin agrees to provide a copy of this Agreement to all present and new employees and supervisors during the term of this Agreement. The cost of printing reproduction of this Agreement shall be borne equally by the Westin and the Union. It shall not be a defense to a violation of this Agreement that an employee was not aware of or did not understand any provision hereof.

79. Maximize Guest Satisfaction. In order to promote the philosophy of maximum guest satisfaction, employees may be required to perform work, as necessary, which accomplishes a spirit of cooperation within the employee's department or related departments to increase efficiency as it relates to the immediate needs of the guests.

ARTICLE 12 **LOCKER ROOM**

80. Lockers. Westin shall provide sanitary dressing rooms for all of its employees and lockers with combination locks free of charge for each full-time and part-time employee within one (1) week after commencement of employment. Westin shall also provide casual employees a designated secure area assigned for their personal clothing. No representative(s) of management shall open a locker without a security officer and another bargaining unit employee being present.

ARTICLE 13 **UNIFORMS**

81. Uniforms. (a) The Hotel provides uniforms. Employees should review what is available and required for their position with their manager. The Hotel will provide three (3) uniforms to each employee, which shall be replaced in a timely manner when necessary due to being worn or damaged.

(b) The Hotel shall continue to provide dry cleaning services for uniforms that require dry cleaning. In addition, the Hotel shall continue to provide laundering services for Cooks, Stewards, and Kitchen employees. The Hotel shall also continue to provide laundering service for those employees who have been getting their uniforms cleaned by the Hotel at the time of ratification. The Employer and the Union shall sign an MOA codifying this practice prior to ratification of the CBA, for those employees (whose names and departments shall be listed in that document).

ARTICLE 14 **COMBINATION JOBS**

82. Combination Jobs. When an employee occupies a position which combines two or more job classifications of work, then (except as otherwise provided) such employee shall be paid

at the rate of the highest job classification during its duration for actual hours worked in the classification, provided the job assignment lasts at least two (2) continuous hours.

ARTICLE 15
CROSS TRAINING/ASSIGNMENTS

83. Cross Training. In an effort to maximize the schedules of all full-time and regular part-time employees in the Hotel, voluntary cross-training will be developed and utilized, including a volunteer list for employees wanting to work in the Banquet Department. Employees on the volunteer list should be in good standing (no active written warnings or greater) and available for work, and an employee who regularly declines such work may be dropped from the volunteer list. Employees working outside their classification shall be considered “casual” employees and shall have no seniority rights in such classification.

ARTICLE 16
STANDARD TRAINING PROGRAM

84. Training Pay. All trainees shall be paid at the least minimum amount of wages negotiated in the Schedules. Management shall customarily train newly-hired employees. Where bargaining unit members other than supervisors are assigned and agree to train newly-hired employees, they shall receive one dollar and fifty cents (\$1.50) per hour in addition to their regular hourly wage.

ARTICLE 17
WORK INTERRUPTION

85. No Strike/No Lockout. The Union and Westin recognize the service nature of the business and the duty of the employee to render continuous and hospitable service to the public in the way of lodging, food and other necessary accommodations. There shall be no lockouts, strikes, sympathy strikes, work stoppages or slowdowns of any kind, (including refusal to cross any picket line) prior to the termination date of this Agreement.

86. Discipline for Violations. Any employee who participates in any way in a violation of the foregoing section shall be subject to discipline, up to and including discharge.

ARTICLE 18
LEASES, SALES, AND ASSIGNMENTS

87. Leases, Sales, and Assignments. In the event the Westin sells, leases, assigns or by other contractual arrangement, transfers all or part of the business to another party, the Westin shall notify the Union of the identity of the purchaser, subcontractor, concessionaire, or lessee. The Westin shall provide the new entity with a copy of this Agreement and contact information

for the Union. The Employer agrees that upon the sale, assignment of or transfer of ownership, the Employer will require that a successor assume and adopt this Contract.

ARTICLE 19
BEREAVEMENT

88. Funeral Leave. Employees may receive up to four days bereavement pay for consecutive scheduled workdays missed due to the loss of an immediate family member. Covered family members are as follows: spouse/domestic partner, parents, children, siblings, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren, as well as current step-children and any child for which the employee is the current legal guardian. Tipped employees' bereavement pay shall be computed in the same manner as vacation pay.

ARTICLE 20
PERSONAL LEAVE DAYS

89. Personal Days. All full-time employees shall be allowed personal leave days as follows:

<u>Upon Completion of Year</u>	<u>Per Anniversary</u>
1 Year of Continuous Service	2 Personal Days
2 Years of Continuous Service	3 Personal Days
3 Years of Continuous Service	4 Personal Days
4 Years of Continuous Service	5 Personal Days
5 Years of Continuous Service	6 Personal Days

Personal days may be taken upon seven (7) days' advance written notice to Westin, except in cases of emergency or sickness where notice shall be given as soon as practicable. Such personal days must be taken during the employee's anniversary year, except as provided below, and at such times as to not interfere with the normal operation of Westin's business. A request for a personal leave day will not be unreasonably withheld by Westin. All personal leave days must be taken by the employee. No employee will be entitled to pay in lieu of taking a personal leave day, nor will any employee be allowed to accumulate personal leave days except as provided below. However, where an employee is unable to take some of his/her personal days within the year after it is earned because the Hotel is not able to accommodate the employee's written request, the employee will be able to carry over the unused personal leave days for up to six (6) months. If an employee quits, he/she shall receive his/her earned personal days provided two (2) weeks' notice is given by the employee to Westin of his/her intention to quit and the employee returns all keys, equipment, uniforms, and other property of the Westin on the last day of work. Personal days may be taken in a minimum of four (4) hour increments. Tipped employees' compensation for personal days shall be computed in the same manner as vacation pay.

ARTICLE 21
JURY DUTY

90. Jury Pay. Any full-time employee who is called to and reports for jury duty shall be paid by Westin for each day spent in performing jury duty, to a maximum of three (3) weeks, if the employee otherwise would have been scheduled to work for the Westin and is not able to work. For an employee who works a shift that bridges two work days, the employee shall choose whether to work the shift before or after reporting on a day of jury duty, provided the employee gives the Westin as much notice as practicable. Jury duty pay shall be the amount equal to the difference between:

- (a) The employee's regular straight time hourly rate for the number of hours, up to eight (8) hours, that he otherwise would have been scheduled to work, and;
- (b) The daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses). If an employee is dismissed from jury duty, he shall report for work to Westin during the balance of his regular work shift.

91. Tipped Employees Pay. Tipped employees' jury duty pay shall be computed in the same manner as vacation pay, less the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses).

92. Employee Notification. In order to receive payment under this Article, an employee must give Westin prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed.

ARTICLE 22
HEALTH AND SAFETY

93. Health and Safety. The Westin will make reasonable provisions for the safety and health of its employees during the hours of their employment. Employees and the Westin will comply with all safety, health and sanitation rules. Concerns regarding the health and safety of the employees will be promptly discussed, investigated, and researched.

94. Medical Attention. When an accident occurs on the job requiring medical attention for an employee at a clinic or hospital, the employee will first, if possible, notify the supervisor of the employee's department and injury, and then seek medical treatment for the injury from the clinic or hospital being utilized by the Westin. If necessary, the Westin will provide transportation for the employee to and from the clinic or hospital. The employee will be paid for the time spent at the clinic or hospital, to the extent that such time so spent by the employee is during his/her regular working hours, up to a balance of the shift on the day of the accident. Managers or supervisors shall not discourage or intimidate injured employees from seeking clinical help.

ARTICLE 23

TECHNOLOGY

Section 1. The term “technology” and ”technological change” in this Article is defined as the use of automation, machines, computers, robots, software, tablets or other handheld devices that replace or substitute for or materially increase or decrease the type or manner of work performed by bargaining unit employees in the Employer’s workplace.

Section 2. The Employer shall provide the Union at least a sixty (60) day notice before implementation of any plans to upgrade, modify, improve, or extend technology currently in use by bargaining unit employees that are made after the effective date of this Agreement, that replaces or substitutes for the work performed by bargaining unit employees. The Employer shall provide the Union at least a sixty (60) day advance notice prior to the implementation of any new technological change, occurring after the effective date of this Agreement, that replaces or substitutes for the work performed by bargaining unit employees.

Section 3. If the Union requests to bargain, it must do so within fifteen (15) days of the Employer's notice and shall include any information requests with such notice. The Employer shall promptly negotiate the impact of the new technology on the bargaining unit employees and the work they perform. Upon notice of a demand to negotiate, the process shall be governed by the following rules:

(a) Information. The Employer shall provide any information requested by the Union within twenty (20) days of receipt of the notice. The Union shall be afforded up to ten (10) days following receipt of requested information to meet with affected employees.

(b) Negotiation. At the conclusion of the initial information gathering period, the parties shall meet over the following thirty (30) days in an attempt to reach a resolution.

(c) Mediation. Should the parties fail to resolve the issue within thirty (30) days from when the negotiation period opens, either party may request the services of a federal mediator.

(d) Implementation. The Employer shall not implement any technology during such negotiations, but the Employer shall have the right to implement the technology upon the expiration of the thirty (30) day negotiation period. The Employer shall not implement any technology unless the Employer has carried out these duties to the Union.

Section 4. This notice and negotiation process shall be the sole and exclusive procedure for resolving disputes over the implementation of new technology. Any disputes arising out of this process shall be subject to the grievance and arbitration process under this Agreement. The arbitrator, however, shall have no authority to order any particular outcome to the bargaining process.

Section 5. Any employee displaced due to technological change shall be entitled to recall to the classification from which the employee was displaced for twenty-four (24) months

following the date of displacement and to preference for other job openings at the Hotel where the new technology is implemented in the bargaining unit, after all other preferences possessed by incumbent employees at the Hotel have been exercised but before new employees are hired, provided the employee is qualified for the position or can be qualified in a reasonable period of time with adequate training provided by the Employer. Preference in hiring also will be given to any employee displaced due to technological change, who applies for another position for which he or she is qualified, at other Employer-operated hotels subject to a collective bargaining agreement with the Union.

Section 6. The Employer shall make all non-supervisory job postings electronically accessible to employees laid off under this subsection and to the Committee to assist employees in their job searches.

Section 7. While employees are waiting for an offer of a permanent position, the Employer shall offer all available extra work within their classification to them in order of classification seniority.

Section 8. If an employee displaced under this subsection is recalled to another position within the Union's bargaining unit at the hotel within twenty-four months, the employee shall retain their Hotel seniority and continuous service for PTO purposes (although normal PTO accrual rules shall remain in effect), or to a position outside the bargaining unit represented by the Union, continuous service with the Employer shall be recognized for PTO and health insurance purposes.

Section 9. No employee who has completed his or her probationary period and is recalled pursuant to this subsection shall be required to complete a new probationary period but if the employee cannot perform satisfactorily the work on the shift or station to which recalled he or she may transfer or be transferred back to layoff status within thirty (30) days after their date of recall. The twenty-four month recall period shall not reset.

Section 10. Provided that employee maintains eligibility by making the required employee premium contributions, the Employer shall continue to make employer contributions to the applicable health insurance plan for any employee displaced as a result of the implementation of new technology, at the minimum level necessary to maintain health insurance benefits for which the employee was enrolled at the time of the displacement for three (3) months following the date of displacement.

Section 11. If an employee displaced under this subsection elects in writing not to seek another position with the Employer after the first (12) months of the job search period or is not offered another position during the twenty-four (24) month job search period, they will be permanently laid off and offered the opportunity to execute a severance agreement to include a payment equal to one week of pay for every year of service up to a maximum of ten (10) weeks, subject to all legally required taxes and withholdings and a general release of claims.

Section 12. If technological changes reduce the duties of a classification without eliminating them, the classification shall continue to exist, but the Employer may adjust staffing levels, full or part-time status, or after bargaining with the Union the Employer may consolidate existing classifications or distribute the remaining duties to other bargaining unit classifications. If new technology performs functions previously performed by bargaining unit employees and requires human operation of machines, the machines shall be operated by bargaining unit employees and the Employer shall train employees in the affected classification to operate new technology.

ARTICLE 23
POLITICAL ACTION COMMITTEE

95. Political Action Committee (“PAC”). Westin agrees to honor political contribution deduction authorizations from its employees, in the following form:

UNITE HERE TIP CAMPAIGN COMMITTEE

The Company 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 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 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 Company’s costs of 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. The company 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 save Westin harmless against any and all claims, demands, suits, attorney fee or other terms of liability that shall arise out of or by reason of action taken by Westin in reliance upon payroll deduction authorization cards submitted to Westin.

ARTICLE 24
COMPLETE AGREEMENT

96. Waiver. Westin and the Union agree that they have bargained fully with respect to all proper subjects of collective bargaining and have settled all such matters as set forth in this Agreement. This Agreement constitutes the complete and full understanding of Westin and the Union with respect to wages, hours of work and conditions of employment. This Agreement can only be added to, altered, amended or modified by a document in writing signed by the authorized representative of the Union and Westin. This Agreement supersedes all prior agreements and practices. It is fully understood that there are and shall be no side letters of so-called “private” understandings between the Union and Westin which are not contained within this collective bargaining agreement, or, which are not duly executed modifications entered into pursuant to this section. The Westin is not subject to any duties not expressly assumed in this Agreement. This Agreement embodies all restrictions on Westin’s rights.

97. Captions. Captions in this Agreement are inserted for convenience only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms thereof.

98. Partial Invalidity. The provisions of this Agreement shall be deemed independent and severable, and the partial or complete invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision.

99. Single Waiver. A waiver by either party of any of its rights under any provision of this Agreement shall be considered a one-time waiver only, and shall have no effect whatsoever upon any subsequent actions of either of the parties.

100. Interpretation. No provision of this Agreement shall be interpreted for or against either party by reason of that party, or its legal representative, having drafted it. The Union and the Westin shall recognize that this Agreement has unique features which may not be applicable to any other Hotel or restaurant establishment. This Agreement shall not be interpreted by reference to any other employment agreement in the hotel industry, or any practice thereunder, or by reference to any employment practice or custom in the hotel industry.

101. Schedules. This Agreement includes various schedules, labeled “A” through “G”, which are attached hereto and are incorporated in this Collective Bargaining Agreement.

ARTICLE 25
TERM OF AGREEMENT

99. Duration. This Agreement shall be in effect from May 6, until 11:59 pm on May 5, 2026. This Agreement shall continue in full force and effect from year to year thereafter, unless either party desires to negotiate changes in this Agreement and the Schedules attached hereto, in which case said party shall serve written notice on the other party by certified mail not less than sixty (60) days prior to May 6, 2026 or sixty (60) days prior to May 6 of any year thereafter.

In witness whereof, the parties have executed this Agreement effective the 6th day of May 2022.

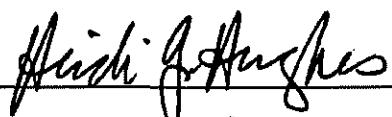
For the Employer
The Westin Southfield/Detroit

By:  _____

Print Name: Lance Misner

Date 4/21/2023

For the Union
UNITE HERE Local 24

By  _____

Print Name: HEIDI G. HUGHES

Date 4.21.2023

**SCHEDULE A
KITCHEN EMPLOYEES
WAGE RATES - WORKING CONDITIONS**

WAGE INCREASES SHALL BECOME EFFECTIVE UPON RATIFICATION OF THIS AGREEMENT.

Rates - The following rates are hereby established as the minimum hiring rates for the following job classifications:

HOURLY RATE EFFECTIVE FOR THE PERIOD FROM:

Position	April 1, 2022	May 6, 2023	May 6, 2024	May 6, 2025
Lead Cook	\$19.55	\$20.33	\$21.15	\$21.78
Cook	\$17.95	\$18.70	\$19.45	\$20.05
Prep/Line	\$17.95	\$18.70	\$19.45	\$20.05
Steward	\$16.55	\$17.30	\$18.05	\$18.65

The rate of pay for the first 6 months of employment for new hires is \$1.00 less per hour than the contract rate; the rate of pay for the second 6 months of employment for new hires is \$.50 less per hour than the contract rate. On the one-year anniversary, he/she shall be paid the full contract rate of pay.

WORKING CONDITIONS

- (1) Employees shall receive one unpaid meal break, not to exceed one-half hour during each shift over five (5) hours, and one paid fifteen-minute break during each four (4) hour period worked. Meal breaks will, when business permits, be scheduled no sooner than two (2) hours and no later than six (6) hours after the employee's starting time.
- (2) There shall be no stations in any of the above-designated grades. An employee occupying a classification in any grade shall be required to perform the work of any other classification in the same grade (and in a lower kitchen grade when necessary).
- (3) There shall be no split shifts.
- (4) During the term of this Agreement, a Kitchen employee working at the "chef's carving" or "action stations" carving meats or preparing food (omelets, waffles, etc.) for guests, shall receive an additional \$0.25 for each hour actually worked at the "chef's carving" or "action station."

- (5) Chef's fee: Pay for working an "action station" shall be fifty (50%) of the amount collected from the guest.
- (6) Cooks shall not be required to mop. Cooks shall not be required to sweep outside of their area/station. Cooks shall not be required to perform general unloading, rotating, or stocking shelves—unless there is an emergency situation (excessive Steward absenteeism, no Stewards staff). These clean-up duties are the responsibility of the Stewarding classification. Cooks are required to leave their station in a clean and safe condition before the end of their shift. Reasonable consideration shall be given to Cooks, in regards to business levels and staffing, before any discipline is issued for not finishing their kitchen clean up duties.

**SCHEDULE B
HOUSEKEEPING AND LAUNDRY EMPLOYEES
WAGE RATES - WORKING CONDITIONS**

WAGE INCREASES SHALL BECOME EFFECTIVE UPON RATIFICATION OF THIS AGREEMENT.

Rates - The following rates are hereby established as the minimum hiring rates for the following job classifications:

HOURLY RATE EFFECTIVE FOR THE PERIOD FROM:

Position	April 1, 2022	May 6, 2023	May 6, 2024	May 6, 2025
Lead Housekeeping/ Laundry	\$19.40	\$20.18	\$20.98	\$21.61
Room Attendant	\$16.55	\$17.30	\$18.05	\$18.65
Laundry	\$16.55	\$17.30	\$18.05	\$18.65
Houseperson	\$16.55	\$17.30	\$18.05	\$18.65

The rate of pay for the first 6 months of employment for new hires is \$1.00 less per hour than the contract rate; the rate of pay for the second 6 months of employment for new hires is \$.50 less per hour than the contract rate. On the one-year anniversary, he/she shall be paid the full contract rate of pay.

WORKING CONDITIONS

- (1) Employees shall receive one unpaid meal break, not to exceed one-half hour during each shift over five (5) hours, and one paid fifteen-minute break during each four (4) hour period worked. Meal breaks will, when business permits, be scheduled no sooner than two (2) hours and no later than six (6) hours after the employee’s starting time.
- (2) Room attendants shall be assigned sixteen (16) credits in an eight (8) hour shift. Room attendants shall have their workload reduced by one (1) credit:
 - a. When cleaning five (5) or more rooms with two (2) beds; and
 - b. On Saturdays and Sundays.
- (3) Credits will be calculated as follows:
 - a. Any room not noted in section d below, that is a checkout, equals one credit.
 - b. Any room not noted in section d below, that is a full clean stayover, equals one credit.
 - c. Any room not noted in section d below, that is a Tidy Room (as defined below), equals one half of a credit.

A “tidy room” shall be defined as the following duties only:

- Emptying trash
- Replacing towels
- Replacing amenities (shampoo, soap, etc.)
- Making bed(s)

A “tidy room” does not include a list of any of the following duties (if any of these occur, the room becomes a full clean stayover):

- Changing sheets
- Cleaning bathroom (toilet/tub)
- Dusting
- Vacuuming
- Excessive amounts of trash

Room attendants shall not perform non-tidy duties in a room to convert it to a full clean stayover without prior permission from a supervisor.

Rooms shall not be designated as a Tidy Room, nor shall the half of a credit Tidy Room apply on Saturdays.

- d. Rooms 301, 317, 328, 401, 428, 501, 528, 517, 543, 601, 628, 643, 701, 728, 743, 801, 828, 843, 901, 928, 943, 1001, 1017, 1028, 1043, 1101, 1143, 1201, 1243 equal two credits when cleaned as checkouts or full clean stayovers and equal one credit when cleaned as a Tidy Room.
- e. Room 1219 equals 3 credits when cleaned as a checkout or full clean stayover and equals 1 and ½ credits when cleaned as a Tidy Room.

(4) Room attendants shall be paid a bonus of Five (\$5.00) dollars per credit for each credit assigned and cleaned over the above maximums.

(5) All Full-Time Room attendants shall bid for his/her section and floor. Such bids shall be award by seniority. Room attendants shall be assigned to rooms in their section and floor according to their awarded bid. Based on occupancy and the number of rooms to clean, if room attendants are required to clean rooms not in their bid section and floor, room attendants shall be assigned to the rooms closest to his/her station according to seniority. This policy is consistent with and shall follow the established past practice at the Westin.

(6) Non-probationary room attendants shall be permitted to leave up to forty-five (45) minutes before the end of their scheduled shift, with no loss of pay, after having cleaned all assigned rooms to Westin standards. Where a room attendant receives a documented verbal or written

warning for failure to meet Westin standards, the room attendant will not be permitted to leave early for thirty (30) days.

- (7) Room attendants shall remove room service trays, equipment, and items to the hallway, except where business requires that they be removed elsewhere.
- (8) There shall be no split shifts.
- (9) Any item left in a room by a guest (except alcoholic beverages of brands and size carried by the Westin) and designated as a tip to the housekeeper may be removed via the Package Pass System. Tips shall not be solicited.
- (10) “Trashed rooms” The Employer will assign help or modify a Room Attendant’s room assignment during a shift when an attendant is responsible for cleaning exceptionally dirty guest rooms (as determined by supervisor or lead housekeeper prior to cleaning the room), provided the attendant immediately reports such room when he/she is able to access this guest room. When a room attendant is assigned to clean a trashed room by his or herself without assistance (defined as stripping linen and pulling trash at a minimum) his or her daily work assignment will be reduced by one (1) credit per trashed room. Additionally, if Employer collects a fee from the guest for a trashed room the employee(s) responsible for cleaning the room shall be entitled to \$50. The \$50 shall be evenly distributed among the employees who clean the trashed room (e.g., Room Attendant and Houseperson).
- (11) Rollaway Beds. Room Attendants shall receive \$10 for each room with a rollaway bed which they are required to refresh.
- (12) If not enough linens (laundry items) are available to finish rooms, room attendants shall still be considered to have cleaned those rooms, as long as everything else is completed in the guest room. Those room attendants shall leave at their schedule time for that day.
- (13) Public Area Attendants shall not be required to collect trash from garage.
- (14) Employer shall provide adequate inclement weather uniforms to Public Area Attendants who are required to clean outside windows.

**SCHEDULE C
OUTLET EMPLOYEES
WAGE RATES - WORKING CONDITIONS**

WAGE INCREASES SHALL BECOME EFFECTIVE UPON RATIFICATION OF THIS AGREEMENT.

Rates - The following rates are hereby established as the minimum hiring rates for the following job classifications:

HOURLY RATE EFFECTIVE FOR THE PERIOD FROM:

Position	April 1, 2022	May 6, 2023	May 6, 2024	May 6, 2025
Bartender	\$11.50	\$11.96	\$12.44	\$12.81
Server	\$8.10	\$8.50	\$8.90	\$9.20
Busser	\$12.00	\$12.48	\$12.98	\$13.37
Host/Jamocha's	\$16.55	\$17.30	\$18.05	\$18.65
Lead Outlet	\$19.40	\$20.18	\$20.98	\$21.61
Room Service Server	\$8.90	\$9.30	\$9.70	\$10.00

The rate of pay for the first 6 months of employment for new hires is \$1.00 less per hour than the contract rate; the rate of pay for the second 6 months of employment for new hires is \$.50 less per hour than the contract rate. On the one-year anniversary, he/she shall be paid the full contract rate of pay.

WORKING CONDITIONS

- (1) Employees shall receive one unpaid meal break, not to exceed one-half hour during each shift over five (5) hours, and one paid fifteen-minute break during each four (4) hour period worked. Meal breaks will, when business permits, be scheduled no sooner than two (2) hours and no later than six (6) hours after the employee's starting time. The station of any employee during his meal break shall be covered by another employee whenever possible, but if no other employee is available a lead shall cover.
- (2) Employees shall be permitted to work split shifts. with a maximum of one split in a day (not including break periods). The maximum workday in case of a split shift shall be eight (8) hours within eleven (11) hours, provided, however, that employees working split shifts shall not work more than two (2) consecutive meal periods.
- (3) Where business needs require, bartenders may work as servers and servers may work as bartenders.

- (4) Room Service guest checks will include an eighteen (18%) percent service charge that shall be paid to the server.
- (5) When a restaurant event order is used in Tango's, outlet employees shall be used to setup and serve the event. If additional servers are needed, the Westin shall offer the work to banquet servers. However, when a banquet event order is used, banquet employees shall be utilized to set up and serve the event.

**SCHEDULE D
BANQUET EMPLOYEES
WAGE RATES - WORKING CONDITIONS**

WAGE INCREASES SHALL BECOME EFFECTIVE UPON RATIFICATION OF THIS AGREEMENT.

Rates - The following rates are hereby established as the minimum hiring rates for the following job classifications:

HOURLY RATE EFFECTIVE FOR THE PERIOD FROM:

Position	April 1, 2022	May 6, 2023	May 6, 2024	May 6, 2025
Captain	\$9.90	\$10.30	\$10.71	\$11.03
Banquet Server	\$8.10	\$8.50	\$8.90	\$9.20
Banquet Bartender	\$8.10	\$8.50	\$8.90	\$9.20
Lead Houseperson	\$17.35	\$18.10	\$18.85	\$19.45
Banquet Houseperson	\$16.55	\$17.30	\$18.05	\$18.65

The rate of pay for the first 6 months of employment for new hires is \$1.00 less per hour than the contract rate; the rate of pay for the second 6 months of employment for new hires is \$.50 less per hour than the contract rate. On the one-year anniversary, he/she shall be paid the full contract rate of pay.

SERVICE CHARGES

A service charge of twenty-five (25%) percent shall be added to all food and beverage banquet checks (except for clients who agreed to a lower service charge). The service charge shall be divided equally among each employee working the function (based on total service charges during each pay period and the number of hours worked by each employee) as follows:

- 16.75% to servers, bartenders and captains
- 1.55% to house attendants
- 6.7% to the Westin

The formula for calculating each employee’s weekly share of the service charge shall be: Total amount of service charge for each group of employees (i.e., either all servers’ bartenders, and captains or all house attendants) divided by total hours worked by all employees in that group x total hours worked by each employee. However, shifts worked by employees in which no banquet event order is used shall not be included in this pool.

If the food and beverage minimum is not met by the client, when the client is billed, the gratuity received shall be split between the Westin and the banquet employees.

Any increase in the banquet service charge during the term of this Agreement will be split 50/50 with the employees (i.e., a 1 percent increase results in a .5 percent increase to the employees).

When a banquet event order (BEO) is used, regardless of the location in the hotel, banquet employees shall be utilized to set up and serve the event. All BEOs shall list prices.

Records. The Westin shall maintain for at least one (1) year following each event the records of all banquets, including all gratuities and/or service charges received or distributed and banquet checks. Upon written request from a designated Union representative, the Westin shall supply a written report to the Union showing the amount of service charges provided by a banquet customer, the total service charges during each payroll period, the hours worked by each banquet employee, and the amount of service charge paid to each employee.

Schedules. Banquet schedules shall reflect each employee's classification seniority date and full-time or part-time status.

WORKING CONDITIONS

- (1) Employees shall receive one unpaid meal break, not to exceed one-half hour during each shift over five (5) hours, and one paid fifteen-minute break during each four (4) hour period worked. Meal breaks will, when business permits, be scheduled no sooner than two (2) hours and no later than six (6) hours after the employee's starting time. The station of any employee during his meal break shall be covered by another employee whenever possible, but if no other employee is available a lead shall cover.
- (2) Employees shall be permitted to work split shifts.
- (3) In-House and Complimentary Functions. Notwithstanding any provisions of this Agreement to the contrary, the Westin shall have the right to pay a flat dollar service charge for in-house and complimentary functions. The minimum such service charge per server/bartender:

Reception	\$40
Coffee Break	\$35
Breakfast Buffet	\$35
Breakfast Plated	\$45
Tasting	\$45
Lunch Buffet	\$50
Lunch Plated	\$60
Dinner Buffet	\$50
Dinner Plated	\$60
Bartender	\$55

The above-flat dollar service charges shall be placed in the service charge pool.

- (4) Bartending Stations. After offering bartending stations to full-time and part-time bartenders, such stations shall be offered in order of seniority on the shift to coffee break servers and then to banquet servers, in each case if the employee is qualified to perform the work. The only exception to following seniority on the shift shall be where guest service standards necessitate a variance (e.g., guest requests specific employee, to avoid only non-banquet employees serving, etc.).
- (5) After a banquet function has been completed, including all clean up, full-time and part-time banquet servers shall be offered the opportunity to move to another function in which the service of all food and beverages has been completed.
- (6) Outside Caterers. Where banquet employees serve food prepared by an outside caterer (e.g., Kosher, ethnic, etc.), the employees shall receive the service charges set forth above applied to the amounts of \$15 per guest for breakfast, \$25 per guest for lunch, and \$35 per guest for dinner.
- (7) Room Change Fee. If a client is charged a room setup change fee, the Westin shall pay fifteen (15%) of that fee into the house attendant service charge pool.
- (8) Rental Equipment Removal. Third parties that supply centerpieces, linens, chair covers, and other items for events shall be advised by the Westin to remove such items from the hotel or event location immediately after the event. The Westin shall seek to collect a fee from the customer or rental company if such items have to be removed by banquet house attendants. The Westin shall pay fifty percent (50%) of such fees collected into the house attendant service charge pool.
- (9) Employees may be assigned side work (related to the function being worked) for periods when they are not setting up, serving, clearing off, or on a break.
- (10) Banquet servers, after completion of their function work, may elect to transfer to an outlet if additional servers are needed to work with checkbooks at the prevailing rate for servers.
- (11) If the party holding or sponsoring the banquet function leaves any extra gratuity or extra remuneration, the full amount thereof shall be made known to management. The amount of such gratuity or extra remuneration shall be distributed to the employees working the banquet on the same basis as service charges.
- (12) Banquet servers shall not be required to sweep floors, wash glasses or silverware, move pianos, tables, chairs, or do other house attendants' work, unless no house attendant is available and business requires that the work be performed immediately.

- (13) Banquet servers shall ordinarily be scheduled off at least one day (normally, other than Saturday) per week, with one other day ordinarily being on-call. The foregoing shall not apply during extraordinarily busy weeks.
- (14) Any server who works as a carver during a function shall receive as base pay, the line cook rate during the time he/she works as a carver.
- (15) Coffee break servers (who are generally responsible for unattended functions in meeting rooms) are defined as banquet servers who shall carry separate seniority from other banquet servers and/or other classifications. They shall be assigned first to coffee break functions and then they may also work other banquet functions that do not conflict with their schedule after all other full-time and part time banquet servers have been offered the opportunity to work.
- (16) Captains shall be defined as persons who greet guests, escort them to tables, make the station and shift assignments, supervise other banquet employees, prepare and perform table side service, serve tables in emergencies, and write out guest checks. Captains will endeavor to ensure that the area related to the function being worked is neat and service-worthy at all times.
- (17) If the amount of the tip pool plus the employee's hourly wage falls below the following minimum rates, the Westin agrees to make up the difference. The parties agree to review and modify this language, and if it becomes a regular occurrence, to reduce the on-call rate.

Minimum Rates:

Date of Ratification of this Agreement:	\$20.00
One Year after Ratification:	\$21.00
Two Years after Ratification:	\$22.00
Three Years after Ratification:	\$23.00

- (18) Banquet Servers, Banquet Bartenders, or Captains shall not be required to scrape plates. They shall separate silverware on the Server's tray-only.
- (19) Banquet Servers shall not box-up bottles and clear the bar when not assigned to work as a Bartender.
- (20) Banquet servers, Bartenders, or Captains shall not be required to sweep, mop, or vacuum floors, wash glasses or silverware (other than spot cleaning/polishing), or move pianos. Banquet servers, Bartenders, or Captains shall not be required to move tables or chairs, pick up broken glass, or do other House attendants' or Porters' work. Banquet servers shall be required to pick up silverware and napkins from tables and floors and to follow the department's clean as you go policy. If there is spillage or broken glass, it is the servers' responsibility to notify the Banquet Captain to call the proper department to clean up the same.

(21) Bartenders. The Westin shall schedule no more than one (1) bartender per 100 guests. In the event that this ratio is exceeded, the Westin shall ensure that there is a service charge, as required by the CBA, paid into the pool based on a guaranteed minimum beverage sales of \$1,000 for each bartender. For example, if there are four bartenders scheduled for 200 guests, and the beverage sales are less than \$4,000, the Westin shall ensure that the beverage service charge paid into the pool for captains, servers, and bartenders is \$612.00 ($\$4,000 \times 16.75\%$), and the pool for banquet house attendants is \$36.00 ($\$4,000 \times 1.55\%$).

SCHEDULE E
GUEST SERVICES AND SERVICE EXPRESS
WAGE RATES - WORKING CONDITIONS

WAGE INCREASES SHALL BECOME EFFECTIVE UPON RATIFICATION OF THIS AGREEMENT.

Rates: The following wage rates are hereby established as the minimum hiring rates for the following job classifications:

HOURLY RATE EFFECTIVE FOR THE PERIOD FROM:

Position	April 1, 2022	May 6, 2023	May 6, 2024	May 6, 2025
Lead Front Desk	\$19.40	\$20.18	\$20.98	\$21.61
Front Desk Agent	\$17.30	\$18.05	\$18.80	\$19.40
Overnight Front Desk	\$18.15	\$18.90	\$19.65	\$20.25
Overnight Operator	\$18.15	\$18.90	\$19.65	\$20.25
Operator	\$17.30	\$18.05	\$18.80	\$19.40
Bell/Valet	\$12.45	\$12.95	\$13.47	\$13.87

The rate of pay for the first 6 months of employment for new hires is \$1.00 less per hour than the contract rate; the rate of pay for the second 6 months of employment for new hires is \$.50 less per hour than the contract rate. On the one-year anniversary, he/she shall be paid the full contract rate of pay.

WORKING CONDITIONS

- (1) Employees shall receive one unpaid meal break, not to exceed one-half hour during each shift over five (5) hours, and one paid fifteen-minute break during each four (4) hour period worked. Meal breaks will, when business permits, be scheduled no sooner than two (2) hours and no later than six (6) hours after the employee's starting time.
- (2) There shall be no split shifts.
- (3) When the Hotel collects from guests a fee for baggage pull or gift bag distribution, the entirety of such fee shall be paid to the employee(s) performing the work.

SCHEDULE F
PREMIER GUEST SERVICE

The parties recognize that premier guest service is essential to the success of the Hotel and its ability to employ persons who are paid competitive wages. The parties recognize that because most guest dissatisfaction is not reported, and most dissatisfied guests simply take their business elsewhere, the guest complaints received by the Westin are a small reflection of the dissatisfaction shared by many who have not complained but who simply will not return to the Westin. The parties agree that the Westin must train employees on how to provide premier guest service and that each employee may be expected to pass a test on such training. The parties agree that the Westin should not employ or continue to employ employees who are either unable or unwilling to provide, or who do not provide, premier guest service.

Therefore, the parties agree as follows:

1. The Westin has the right to establish service standards and appearance, grooming, and dress standards that must be adhered to by all employees and managers.

2. The parties agree that Westin may apply progressive discipline, up to and including discharge, against employees who are the subject of guest complaints other than those set forth in the following paragraph 3 (examples of complaints include, but are not limited to, lost reservation, guest room not completely cleaned, mishandled food or beverage order, incorrect credit card charge).

3. The parties agree that Westin shall have just cause for discharge of any employee who, among other reasons:

- (a) Is the subject of two or more legitimate complaints from guests within one year of poor, rude, or discourteous service (examples include, but are not limited to, use of foul language in the presence of a guest, arguing with a guest, indifference to a guest concern, carrying on personal business while a guest is waiting);
- (b) Is the subject of one legitimate complaint from a guest of extraordinarily poor, rude, or discourteous guest service (examples include, but are not limited to, directing foul language toward a guest, sexual or other harassment of a guest, refusal to assist a guest, requesting or adding a gratuity);
- (c) Fails to receive a passing score on a test of Westin's service standards at the conclusion of a training session on such standards; or
- (d) Fails to adhere to Westin's service standards on a regular basis.

4. The Westin may introduce into evidence at arbitration written guest complaints. Where the Union wishes to investigate a complaint, the Hotel shall use its best efforts to arrange for a

conference call between the guest, a representative of the Union, and a representative of the Westin management.

5. Discipline administered under this Addendum is subject to the grievance and arbitration provisions of the Agreement.