

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DETROIT MHS, LLC

AND

UNITEHERE! LOCAL 24

DECEMBER 1, 2015 THROUGH NOVEMBER 30, 2019

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AGREEMENT

This Agreement, effective the 1st day of December, 2015, between Detroit MHS, LLC, employer of the Hosts at the Detroit Marriott Renaissance Center, Detroit, Michigan, 48243, ("Employer") and UNITE HERE Local 24 ("Union").

ARTICLE 1 ~ RECOGNITION - UNION MEMBERSHIP

1.01. Recognition. Employer recognizes the Union as the sole and exclusive bargaining representative of Hosts in a unit composed of the classifications referred to in the Schedules of this Agreement.

Managers, supervisors, confidential Hosts, guards, security personnel and Hosts represented by other labor organizations are excluded from this Agreement.

1.02. Union Membership.

- (a) (a) Effect of State Law. The union security provisions of this agreement shall be of no force and effect so long as such provisions are contrary to Michigan law as expressed in 2012 Public Act No. 348 (MCL 423.14); provided, however, that if such state law is either declared invalid or is repealed or modified to make union security (including any form thereof) lawful, the union security provisions of this agreement will again be in force and effect to the fullest extent permitted by law, including without limitation such lesser forms of union security such as "fair share" or "agency fee" if those lesser forms of union security are all that is permitted by state law. Employer agrees that it is a condition of employment that all Hosts covered by this Agreement who are presently members of the Union, shall retain their membership in said Union and all present Hosts, who are not members, and all new Hosts, shall become and remain members of said Union on the thirty-first (31st) day following the beginning of his or her employment or the effective date of the Agreement or date on which this Agreement has been signed on behalf of both parties, whichever is later.

1.03. Host Hiring.

In order to facilitate the employment of Banquet Hosts, to assure qualified personnel of an efficient system of locating employment, and to insure the Employer of a regular source of available Banquet Hosts the Employer shall maintain a list of Hosts (Pool Status) to staff banquet functions after its regular Banquet Hosts and such other regular Hosts of the Employer, who are qualified, have indicated a desire, and are available to work banquet functions, have been afforded the opportunity to work.

Pool Status Hosts shall not accumulate or maintain seniority. In scheduling the Pool Status Hosts the Employer shall base its actions upon ability and availability and not based upon favoritism. The Union may discuss with the Employer the Employer's failure to call to a function any such Host.

Pool Status Hosts shall not be deemed regular Hosts of the employer and/or part of the bargaining unit, but shall receive the rate of pay provided for under the collective bargaining agreement and such other benefits as are specifically provided hereunder for such Hosts.

Immigration Language

- (a) **Union Notification.** In the event that a non-probationary Host has a problem with his or her right to work in the United States, the Employer shall notify the Union in writing and upon the Union's request, agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached. Whenever possible, this meeting shall take place before any action by the Employer is taken.
- (b) **Unpaid Leave.** Upon prior request, Hosts shall be granted an unpaid leave of absence of up to a total of five (5) days during the term of this Agreement in order to attend Bureau of Citizenship and Immigration Services proceedings and any related matters for the host only. The Employer may request verification of attendance at such proceedings.
- (c) **Reinstatement.** In the event that a non-probationary Host is not authorized to work in the United States, and his or her employment is terminated for the reason, the Employer agrees to immediately reinstate the host to his or her former position, without loss of prior seniority (i.e. seniority, vacation or other benefits do not continue to accrue during the period of absence) upon the Host providing proper work authorization within twelve (12) months from the date of termination. If the Host needs additional time, the Employer will rehire the Host into the next available opening in the Host's former classification, as a new hire without seniority, upon the Host providing proper work authorization within a maximum of twelve (12) additional months. The parties agree that such Hosts would be subject to a probationary period in this event.

1.05. Check-off.

(a) Marriott agrees to deduct membership dues, initiation and reinstatement fees in such sums as are established by the Union in accordance with its constitution and by-laws, from the pay of each Host, provided no such sums shall be deducted from a Host wages until the Host 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.

(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 Host (s) first paycheck each month and remitted to the Union. Such remittance shall be made on forms supplied by the Union, setting forth the names, addresses, job classifications, starting date of new Hosts and social security number of Hosts. Upon completion of thirty (30) days of employment, Marriott agrees to add the names of all newly-hired Hosts to such check-off. Marriott agrees to remit the monthly dues for such Hosts upon the signing of authorization cards by them.

(c) Marriott shall deduct from the pay of each Host who has signed an authorization and assignment form, dues, initiation, and/or reinstatement fees established by the Union in accordance with its constitution and by-laws. Deductions shall be made from the first payroll period of each month and transmitted to the Union before the 15th day of each month thereafter, with forms showing the name, social security number, job classification and amount of deduction to each Host.

(d) The employer shall remit each month to the designated financial officer of the Union, the amount of deductions made for that particular month, together with a list of Hosts and their social security

numbers, for whom such deductions have been made. This information shall be in a mutually agreed upon electronic format.

The remittance shall be forwarded to the above designated financial officer not later than the fifteenth (15th) of the month, for the deduction from the first paycheck prior to the fifteenth (15th) of the month received by the Host for the month of the dues that are being paid.

(e) The Employer shall furnish the Union with a quarterly list of all Hosts in the bargaining unit, including each Host's name, department, location, job title, home address, phone number, status (full-time, part-time, etc.), date of hire and date of birth. The information shall be in a mutually agreed upon electronic format.

(f) Marriott 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 Hosts who voluntarily authorize such contribution at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the 15th day of the following month, and shall be accompanied by a list setting forth as to each contributing Host his or her names, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Marriott'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 and benefits provisions of this Agreement. The Marriott shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY, 10001.

ARTICLE 2 ~

RECOGNITION OF UNION RIGHTS AND RESPONSIBILITIES

2.01. Authorized representatives of the Union shall be permitted to visit the premises of Marriott at all reasonable hours for the purpose of transacting Union business and they shall advise Human Resources or the Hotel Manager of their presence upon entering the Hotel. Representatives of the Union shall not interfere with the operations of Marriott while transacting such Union business.

2.02. Regular shop or department stewards shall be allowed reasonable time off from work, without loss of pay, in handling and adjusting grievances on the premises of Marriott which arise in their own departments. Such time shall be taken only when the matter cannot be handled during non-working time and shall not interfere with operations. Matters of an emergency nature may be handled during working time and any steward leaving his/her work to handle such a matter shall first notify his manager. Marriott agrees that there will be no discrimination against any Host because he/she is carrying out the duties of shop steward.

2.03. Union officers and stewards shall be excused to attend Union meetings, without pay, upon notice to Marriott of at least one calendar week in advance of the schedule being posted.

2.04. Duly elected delegates to Union conventions or assemblies shall be excused from work, without pay, for the purpose of attending such conventions or assemblies without any loss of rights or privileges upon notification to Marriott of at least one calendar week in advance of the schedule being posted. Time off for local conventions shall not exceed seven (7) calendar days, and time off for International conventions shall not exceed fifteen (15) calendar days.

2.05. Payroll books and records of Marriott shall be made available to the Union on written request to enable the Union to administer this Agreement. When the purpose of the demand is stated in writing, the records shall be provided within a reasonable period of time after receipt of the written demand.

2.06. The Union shall notify Marriott in writing of their current authorized Union representative and Union stewards.

2.07. During their term of office, one shop steward per department per shift when 15 or more Hosts are employed on the shift shall have top seniority by classification within the department for purposes of layoff and recall only.

2.08. The Marriott will meet quarterly with the Union shop stewards.

2.09. Add new 2.09- All bargaining unit employees shall be required to attend the Company's new hire orientation during which the Union will have the opportunity to provide a thirty (30) minute presentation. In this presentation, by way of description and not limitation, the Union may introduce representatives, describe the Union's office location, explain the benefits and conditions of Union membership, describe the membership's roles in Union activities, and discuss other Union-related matters. Company representatives shall not interfere with this opportunity or the Union's presentation.

ARTICLE 3 ~
WORK WEEK - HOURS OF WORK -
DESIGNATION OF 6TH AND 7TH DAYS - REPORTING FOR WORK -
DEFINITIONS OF FULL-TIME HOST AND
PART-TIME HOSTS

3.01. Supervisory or excluded Hosts as defined by Federal Labor Law shall not perform the work of bargaining unit Hosts, except during relief periods, absenteeism, sickness, rush periods, and emergency situations.

3.02. The work day is established as that twenty-four (24) hour period beginning at the Host (s) actual reporting time. The term "day" as used herein means the shift scheduled to be worked by each Host regardless of its length or duration.

3.03. Except as otherwise specified in this Agreement, time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one day and for all hours worked in excess of forty (40) hours in the payroll week. The Employer shall include all daily overtime hours up to forty (40) hours each week in calculating vacation pay. There shall be no pyramiding of overtime; overtime hours paid on a daily basis shall not be included in paying overtime on a weekly basis. The provisions of this Section shall not apply to function-based paid Banquets Hosts.

3.04. Marriott shall designate one day in its payroll week as the designated 6th day and one day as the designated 7th day of each full-time Host; said days shall continue to be consecutive, to the extent practical. Marriott shall not change the work schedules of Hosts to circumvent the payment of overtime. When a change is made which has this effect, overtime shall be paid.

3.05. Marriott's payroll week shall begin at 12:01 a.m. Saturday morning and end at 12:00 p.m. midnight the following Friday evening, a period of one hundred sixty-eight (168) consecutive hours. All time worked on the Host (s) 6th consecutive day within the payroll week, or designated 6th or 7th day within the payroll week, shall be paid at the rate of time and one-half his/her regular hourly rate of pay. All time worked on the 7th consecutive day shall be paid at double time. If a Host is voluntarily absent from work during his/her regular schedule of hours, for reasons other than illness, approved leave of absence, vacation or with the permission of Marriott, the Host must make up such lost time at his/her straight time hourly rate of pay before receiving premium pay for either the 6th or 7th consecutive day of work in the payroll week or the 6th or 7th designated day in the payroll week. If a Host is requested to work either the 6th or 7th day which will result in the Host's working six (6) days, and said day occurs on the designated 6th or 7th day of the payroll week, he/she shall be paid time and one-half for said day, whether the 6th day of work occurs on the designated 6th or 7th day of the payroll week.

3.06. Marriott will continue its practice of scheduling senior Hosts consecutive days off to the extent practical. A Host regularly scheduled for six (6) hour shifts shall be paid time and one-half for all hours worked on his/her 6th day of work within the payroll week, whether the 6th day of work occurs on the designated 6th or 7th day of the payroll week. Banquet servers and banquet bartenders shall be compensated only at the rates of pay specified in Schedules B and E.

3.07. Marriott shall have the right, once every thirty (30) days, upon giving seven (7) days' notice, to change the bidded work schedules and/or the designation of the designated 6th and 7th days of a Host, and designate any other days in its payroll week as the designated 6th and 7th days of an Host. Any changes in the Hosts' work schedule for the following week (Saturday through Friday) will be posted by Thursday of the preceding week.

3.08. A senior Host who is short hours on the new schedule must give written notice of bumping to management within 24 hours after the new schedule has been posted. Management will provide notice to any bumped Host as soon as practical by means available (in person, phone or voice mail). Bidded 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. Hosts, when initially bidding on a shift or promotion which requires a schedule change, shall not be entitled to the overtime provisions of the contract caused by that bidding or promotion.

3.09. In order to provide Hosts with alternative work arrangements, Hosts may, on a voluntary basis, elect, and Marriott may schedule Hosts in non-traditional ways, i.e. four (4) ten hour days per week. (Note: Overtime for ten hour days shall be paid after ten hours in a day, and after forty (40) hours in the payroll week.)

3.10. (a) When overtime is needed within a specific job classification in a department, it shall be offered to full-time and part-time Hosts by seniority, then rotated whenever reasonably possible, to be shared by the Hosts in such specific job classifications. Hosts will not be required to work their sixth (6th) or seventh (7th) days of work nor more than eight (8) hours in any one day, unless willing to work. In the event sufficient Hosts do not volunteer for the overtime required, Hosts in inverse order of seniority shall be required to work the overtime.

(b) In general, Hosts will be given at least two (2) hours' notice of daily overtime. Where such notice cannot be given, the maximum possible advance notice will be given.

(c) No Host 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 Marriott's control.

3.11. (a) Full-time Hosts properly reporting for work on any day shall be paid in full for that day's shift, even though Marriott sends such Host home due to shortage of work. Part-time and Pool Status Hosts properly reporting for work shall be paid a minimum of five (5) hours' pay or the banquet function rate, if applicable, even though Marriott sends them home because of shortage for work. This provision shall not apply in any case of extreme emergency in any department of Marriott, 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 Host is notified by Marriott not to report at least four (4) hours previous to his/her regular scheduled starting time, except when reporting time is prior to 9:00 a.m.; then the Host shall be notified at least two (2) hours prior to reporting time. Documented Marriott efforts to provide timely notice to the Host at the telephone number or address shown on the Marriott's records, shall satisfy the notice requirements of this paragraph. These reporting procedures shall not apply when an Host voluntarily leaves work early. These reporting pay provisions shall not apply to mandatory meetings called by the Marriott, but all time spent in such meetings shall be paid the sixth (6th) or seventh (7th) day overtime rate, if applicable.

On an Host's day off, he/she will be required to attend Marriott-scheduled meetings, only if the Marriott guarantees a minimum of four (4) hours' pay at the applicable rate. Under any other circumstances, meetings on the Host's day off shall be voluntary as to that Host.

3.12. Overtime shall be paid only when authorized by the Host's manager. All overtime will be given by written authorization.

3.13. Marriott shall endeavor to fix work schedules so as to afford a choice of days off and hours worked to Hosts in the same job classifications within each department on a seniority basis, subject to other provisions of this Agreement, including (without limitation) Article 8.

3.14. During busy periods, Marriott may use Hosts for work as needed. If full-time servers are used as banquet servers, they shall receive banquet rates.

3.15. A full-time Host is defined as any Host who is hired as such or who averages twenty-four (24) hours for Hosts scheduled for less than eight (8) hour shifts, and an average of thirty (30) hours for Hosts scheduled for eight (8) hour shifts per quarter. A full-time hourly scheduled banquet Host shall be defined as any hourly scheduled banquet department Host (including banquet housemen and back aisle banquet attendants) who average twenty-four (24) hours per week per quarter. All hours worked by an Host, including overtime hours, and paid contractual days off will be used in calculating the average hours. A part-time Host is defined as any Host who works less than the above average. Pool Status Hosts are Hosts called by Marriott for special work assignments (i.e. banquets, etc.) and shall be paid at the function rate or, if applicable, the full-time hourly rate. Part-time Hosts shall be paid at the part-time/extra scale of wages as listed on the wage schedule or \$1.00 per day above the full-time rate, and whenever reasonably possible, shall be hired from among the Marriott Hosts working less than the full-time averages per quarter who volunteer for additional work.

When operating conditions permit, management will strive to provide each full-time Host with five (5) days' work during the Host's workweek. If a normal shift worked by a Host is not available, management shall schedule them to the shift nearest their shift. If no such shift is available, then the Host may bump the least

senior person from any other shift. Hosts who are displaced by this Host shall be afforded the same bumping rights provided there are shifts from which to bump.

A senior Host shall have the option to work on his/her day(s) off to obtain five (5) days. When choosing work on an off day, the work must be taken from the least senior Host in the same classification on any other shift, or a classification in which the Host has seniority as provided in Article 8. All bumping shall occur within twenty-four (24) hours after the schedule is posted. This section does not apply to the banquet department or front office/at your service department.

Marriott shall inform each full-time Host in writing at the end of each quarter if they are below the above average hours. The Host shall have the opportunity during the next quarter to make up and meet the average hours needed.

In order to maintain or achieve full-time benefits, eligible Hosts not working a full-time schedule, as defined above, shall be given consideration if they volunteer for available work for which they have been certified as defined in Article 16, outside their classification. Eligible in-house Hosts must fulfill the responsibilities of their primary position in order to receive first consideration for available work outside their classification.

3.16. When a full-time Host is forced to work a short week due to temporary shortage of work, his/her seniority and benefits shall not be jeopardized in any way. If a full-time Host works less than the required average hours, as defined in Article 3, he/she shall become a part-time Host for benefit purposes and must re-qualify as a full-time Host, as provided herein. The foregoing sentence shall not apply to function-based paid Banquet Hosts or Banquet Captains.

3.17. A part-time Host shall be scheduled for those days left available after all full-time Hosts have received the scheduled amount of time the Host had bid on in accordance with their seniority. There may be no specified weekly hours or set schedules for part-time Hosts; Marriott shall endeavor to notify part-time Hosts of their work schedules for the week by Thursday of the preceding week. Part-time Hosts who have completed their probationary period shall be on a list maintained by Marriott, and their first obligation shall be to work for Marriott.

3.18. Meals and breaks shall be provided in accordance with the language in the schedules attached. The day's work shall constitute seven (7) hours of actual work time; time and one-half shall be paid after eight (8) hours. Meals shall be furnished under sanitary conditions and be of wholesome quality.

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

3.20. Any Host choosing to leave work early shall first obtain an approved voluntary leave slip (VLS).

3.21. Status Change. When an Host's status changes from full-time to part-time due to the lack of sufficient available work hours, the Host shall maintain his/her classification seniority while in part-time status.

ARTICLE 4 ~
WAGE RATES AND SPECIFIC WORKING CONDITIONS

4.01. The minimum rates of pay for the job classifications covered by this Agreement are set forth in the Schedules attached hereto.

4.02. 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 Hosts 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 Hosts performing work of the same nature as that performed by Hosts covered by this Agreement. Any Host now receiving wages higher than the contract minimum rate for his/her job classification shall have such differential maintained during the life of this Agreement, as long as he/she occupies the same job classification. Failure to meet or agree on such rates shall be subject to the grievance procedure. Marriott will set the initial rate, subject to later meeting/discussion with the Union, and possibly a grievance.

4.03. Wages of all Hosts, including gratuities, shall be paid weekly.

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

4.05. No provisions of this Agreement shall be used to deprive any Host presently employed by Marriott of any benefits or privileges authorized by Marriott which such Host enjoys upon the date of the execution of this Agreement or to reduce the wage rate of any Host presently employed by Marriott on the date of the execution of this Agreement if the wage rate paid to the Host is higher than the contract minimum wage rate for his job classification; provided, however, that if any new Hosts are employed by Marriott hereafter, Marriott shall have the right to employ them in accordance with the job classification rates set forth in the attached Schedules.

4.06. No provision of this Agreement shall be used to deprive any Host of any benefit or privilege which is granted by Marriott during the term of this Agreement that exceeds the terms and provisions of this Agreement, provided that such benefit or privilege is granted by Marriott to the Host in writing. If any benefit or privilege is granted by Marriott to a Host in writing during the term of this Agreement, a copy of the same shall be mailed to the Union. No benefit or privilege granted by Marriott during this Agreement which exceeds the terms and provisions of this Agreement shall be effective unless granted by Marriott in writing.

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

4.08. All Hosts employed on the midnight shift shall be paid a shift differential of twenty-five cents (25¢) per hour, (excluding any midnight rate paid to the service department and listed in Schedule C). The midnight shift shall be considered as any shift commencing between 11:00 p.m. and 4:00 a.m. Any Host whose schedule begins at 7:00 p.m. or later will receive the midnight shift differential for all hours worked after 11:00 p.m.

4.09. No Host shall be scheduled to work less than ten (10) hours from the end of his last scheduled shift unless the Host agrees or in the case of emergency. This shall not apply to banquet servers.

ARTICLE 5 ~ VACATIONS

5.01. Amount of Vacation. Full-time Hosts, upon completion of continuous employment as set forth below, with Marriott, or within the establishment in which they are employed, shall receive vacations with pay as follows:

(a) Hosts who have completed one (1) year of continuous service, but less than two (2) years of service with Marriott - one (1) weeks' vacation;

(b) Hosts who have completed two (2) years of continuous service, but less than nine (9) years of continuous service with Marriott - two (2) weeks' vacation;

(c) Hosts who have completed nine (9) years of continuous service, but less than fifteen (15) years of continuous service with Marriott - three (3) weeks' vacation;

(d) Hosts who have completed fifteen (15) years of continuous service with Marriott - four (4) weeks' vacation.

5.02. Computation of Vacation. Vacation pay shall be computed on the basis of forty (40) hours at the Host's straight time hourly rate for each week of vacation to which the Host is entitled. Marriott shall give a separate check for each week of vacation pay to which a Host is entitled, except when a Host requests payment in advance of his or her vacation. Hosts in the banquet department of Marriott who are on the steady payroll, punch time clocks and receive their wages and gratuities direct from the hotel shall be considered as full-time Hosts for the purpose of vacation payments.

Vacation pay for tipped Hosts shall be base pay plus declared tips in the prior twelve (12) months, not to exceed five hundred and sixty-five dollars (\$565) per week total vacation pay. Effective December 1, 2017 rate not to exceed six hundred dollars (\$600.00).

Banquet servers and Captains shall receive vacation pay of six hundred fifteen (\$615) per week. Effective December 1, 2017 Banquet server and Captains shall receive six hundred fifty dollars (\$650.00).

5.03. Part-time and Pool Status Hosts. Part-time Hosts shall be entitled to vacations on a pro rata basis, based on the number of hours worked during the previous year. Pool Status Hosts shall not be eligible for vacation payment.

5.04. Pro Rata Vacation Pay. Full-time Hosts having continuous employment in accordance with the provisions of Article 5 above but working less than five (5) days of seven and one-half (7-1/2) hours each per week shall be paid on a pro rata basis based upon the number of hours worked each week, with full cash payment thereof to be made in advance.

5.05. Layoffs and Vacation Pay. If a full-time Host is laid off or discharged by Marriott, except for reasons specified in Section 5.07 below, he/she shall receive his/her earned vacation pay computed on a pro rata basis of one-twelfth (1/12th) of his/her earned vacation for each month worked, or major fraction thereof, since the last hiring date of the Host.

5.06. Pro-Rata Vacation Pay and Resignation. If an Host quits after having worked three (3) months or more of his/her current vacation year, he/she shall receive his/her earned vacation pay provided two (2) weeks' notice is given by the Host to Marriott of his/her intention to quit, the earned vacation to be computed on a pro-rata basis of one-twelfth (1/12th) for each month worked, or major fraction thereof, since the last hiring date of the Host.

5.07. Quitting Without Notice or Discharge. If a Host quits without giving notice as provided in the preceding section or is discharged for proven dishonesty, such Host shall not be eligible for the payment of any current vacation benefits.

5.08. Scheduling of Vacations. The vacation period of Hosts shall be scheduled by Marriott in accordance with its requirements. The choice of time off during such vacation periods shall be selected on a seniority basis whenever possible. If the scheduled vacation period of a Host is canceled by the Marriott and no other vacation time is available, the Host shall receive cash pay in lieu of such vacation, in addition to his/her regular pay. All vacation bidding shall occur during the month of February.

Once a Host has turned in his/her vacation request to their department manager, the Host shall be informed of approval or denial within twenty-eight (28) days of turning in such request. Hosts shall be entitled to carry over unused vacation time from one year to the next year, with the manager's approval, which will not be unreasonably denied. Such carryover must be taken in the following year or it will be lost. Carried over vacation will not be paid upon termination.

High seniority shall bid vacations the first fifteen (15) days of the month (top fifty percent (50%) of seniority in a classification). All other will bid vacation the remaining days. Once schedules are bid, only remaining times available can be bid. There shall be no bumping of vacations.

5.09. Sale of Hotel and Vacations. In the event Marriott sells its hotel or establishment, or by any other means ceases to operate such establishment, Marriott shall pay each of its Hosts whose periods of employment shall have or will entitle them to a vacation, the cash equivalent of any vacation which said Hosts shall have earned to the date of the cessation of operations. In the event of the sale of the hotel or establishment, this clause may be waived if the new owner or operator agrees in writing, and the Union is supplied with a copy of such written agreement, to schedule and pay vacations on the basis of employment with Marriott bridged to his own period of operations.

5.10. Posting Vacation Schedules. Schedules for vacations are to be posted in advance so that seniority Hosts can have their choice of days off.

ARTICLE 6 ~ HOLIDAYS

6.01. Full-Time Hosts. Full-time Hosts will be paid their straight time hourly rate for the following holidays if not worked and double their straight time hourly rate if said holidays are worked; Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Hosts' birthday. In addition thereto, full-time Hosts will be paid time and one-half their

regular straight time hourly rate of pay for all hours worked commencing at 6:00 p.m. December 31st to 2:00 a.m. January 1st. Tipped Hosts' holiday pay shall be computed in the same manner as vacation pay computed for the Hosts' most recent vacation, on a per diem basis.

Whenever reasonably possible, senior full-time Hosts scheduled to work on a holiday shall be given the opportunity to take said day off with holiday pay if fewer Hosts are required on that day.

6.02. Computation of Holiday Pay. If a full-time Host works one of the above designated paid holidays, and it falls either on his designated 6th day or his designated 7th, the Host shall receive premium pay as follows: on the Hosts designated 6th day, or the 7th day if the 6th day is not worked, two and one-half (2-1/2) times his straight time hourly rate shall be paid; on the Host's designated 7th day if the 6th day worked - three (3) times his regular straight time hourly rate shall be paid.

6.03. Part-time Hosts. Part-time Hosts (excluding banquet servers) working on a paid holiday shall receive double their straight time hourly rate of pay for all hours worked. Pool Status Hosts working on one of the above-listed holidays shall be paid the straight-time hourly rate.

6.04. Holiday Pay Eligibility. In order to become eligible for holiday pay in accordance with the foregoing sections, a Host must work his/her last scheduled workday preceding and his/her first scheduled workday following said holidays unless the Host is on approved vacation, or ill with proof acceptable to the Marriott, or unless the day before or the day after a holiday is a regular scheduled day off for the Host.

6.05. Personal Leaves and Holiday Pay. A Host on personal leave of absence, or a Host who has been on sick leave for more than ten (10) days immediately preceding such holiday, shall not be entitled to holiday pay.

6.06. Probationary Host and Holiday Pay. A Host shall not be eligible for holiday pay for a holiday not worked until he/she has been in the employ of the Marriott for more one (1) year of service. Other provisions of this Agreement notwithstanding, such Hosts may be preferred by management for holiday work over other Hosts.

6.07. Layoff and Holiday Pay. A Host who has been laid off because of lack of work shall be paid for a designated holiday if said holiday occurs within ten (10) working days of his/her layoff.

6.08. If one of the aforesaid holidays falls during a period when a Host is on approved vacation, said Host shall receive a substitute day at the Marriott's discretion.

6.09. If a Host fails to show up for work on a holiday that he/she is scheduled to work, such Host shall forfeit all pay for that holiday, such Host shall forfeit all pay for that holiday unless such Host is excused by Marriott on account of sickness or physical disability.

ARTICLE 7 ~ HEALTH - WELFARE - PENSION PROGRAM

7.01 EFFECTIVE July 1, 2016, Dental, Optical, Short Term Disability and Life Insurance will be available through the Marriott Benefits Plan. All full-time employees shall be provided these benefits after 90 days of employment and on the same terms and conditions that are applicable to Marriott International Hourly Non-

Exempt/Non-CBA Associates. Employees will not have to be enrolled in medical to enroll in the following benefits and may do so “a la carte.”

Health Maintenance Organization Coverage

Marriott will continue to make a Health Maintenance Organization plan (currently, the Cigna Open Access Plus In-Network Detroit High Plan) available for eligible full-time Hosts.

Participating Hosts will pay a 5% co-pay of the full premium, through November 30, 2019, for Host Only coverage.

The Hotel shall apply the same dollar amount that it is required to contribute for the Host Only coverage toward the full premium cost of the Host plus Spouse, Host plus Children, and Host plus Family levels of coverage. The Host shall be responsible for the remaining premium costs. [For example, if the Hotel is responsible for paying \$100.77 toward the \$106.07 premium for Host Only coverage, it shall contribute the same \$100.77 to the premium cost for each of the other levels of coverage, with the Host responsible for the remaining premium costs.

The company will reimburse the \$250.00 deductibles for maternity services, mental health services, and inpatient hospital care provided proof of payment is submitted.

All full-time bargaining unit members shall be offered a medical insurance option that is offered to similarly-situated, hourly Marriott Hosts within this geographic area of the country, upon the eligibility requirements, and with the same co-payments as generally apply to all other Hosts at the Hotel, unless the collective bargaining agreement provides for a different co-pay, subject to the plan documents, rules, and administrative procedures as may be amended from time to time by the plan administrator. Marriott will provide the Union with a copy of the Summary Plan Description when published. Marriott agrees to discuss with the Union during the term of this agreement the possibility of establishing a multi-employer/union trust fund or other comparable health plans, including a National Health Care Plan, or other health care group, that offers health coverage with the advantage of reduced costs. Marriott has no obligation to make changes during the term of the contract.

During the term of this Agreement, any changes in these plans which are applicable to all similarly-situated, hourly Marriott Hosts shall not be subject to negotiation with the union or the grievance and arbitration process.

7.02. Pension Program. Effective December 1, 2015, and pursuant to the requirements of the Rehabilitation Plan Adoption Agreement, Marriott agrees to contribute for each Host covered by this Agreement from the first day of employment, the below listed sums of money on the below listed dates to the UNITE HERE National Retirement Fund for the purpose of providing retirement benefits under the UNITE HERE National Retirement Fund, or such new, merged or consolidated plan as may be adopted by the Trustees.

12/1/15	\$19.19 per day worked/paid
6/1/2016	\$ 20.07 per day worked/paid
6/1/2017	\$20.98 per day worked/paid
6/1/2019	\$21.94 per day worked/paid

7.03. Rehabilitation Plan Re-Opener. In the event that the UNITE HERE National Retirement Fund's Rehabilitation Plan is modified during the term of this Agreement, and the Employer is required to make additional contributions to the Fund above and beyond the amounts currently established by the Rehabilitation Plan and set forth in Section 7.03, the Employer shall have thirty (30) days following receipt of the Fund's notice of such modification to notify the Union of its desire to re-open the current Agreement.

If the Employer elects to re-open the Agreement, the parties agree that it shall be for the limited purpose of re-negotiating the economic terms of the Agreement (defined for this limited purpose as the scheduled wage increases, increases to the Hosts' percentage share of the health insurance premium, and the paid leave provisions) to address the Employer's unplanned additional financial obligations to the Fund. The parties will engage in good-faith negotiations for a period of sixty (60) calendar days from the date of the Employer's notice to reach agreement on addressing the Employer's unplanned additional financial obligations to the Fund. Upon mutual agreement, the parties may use the assistance of a mediator from the Federal Mediation and Conciliation Service or a mutually agreed mediator from another source during this sixty (60) day period.

If the parties are unable to reach an agreement following the sixty (60) day period of good faith negotiations (or longer period of time if the parties mutually agree), the collective bargaining agreement shall terminate and the parties shall commence negotiations for a new collective bargaining agreement.

7.04. Host Data. The contributions required shall be submitted monthly, together with a report of Host data required by the Trust Funds, on the format prescribed by the Trust Funds, no later than the fifteenth (15th) day of the month following the month for which they are to be made.

7.05. Layoff, Leave, Resign and Discharge.

(a) In the event of a layoff, Marriott shall continue to contribute the monthly amount of the HMO cost as provided in Article 7 as provided in 7.02 for an eligible Host for the month following said layoff.

(b) If an eligible Host is on approved leave for reasons of bona fide illness or proven temporary disability in accordance with the terms and provisions of this Agreement, Marriott will continue the contribution the monthly amount of the HMO cost as provided in this Article.

(c) Those Hosts eligible for an HMO as provided above who including but not limited to Union business, exclusive of the first three (3) months of an approved leave of absence for reasons of bona fide illness or temporary disability, or on a temporary layoff, shall be permitted to contribute said coverage at their own expense for a period as provided by law.

(d) An eligible Host who quits or is discharged shall not be entitled to further contributions for insurance.

7.06. Binding Agreement. Marriott and the Union agree to be bound by the Agreement and Declaration of Trust of the UNITE HERE National Retirement Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives of the Board of Trustees, such Trustees as are named in said Agreement and Declaration of Trust as Employer and Union trustees, together with their successors selected as provided herein, and agree to be bound by all actions taken by the Trustees pursuant to said trust agreement. Any provision in this Agreement that is inconsistent with the Agreement and Declaration of Trust, or the Plan of Benefit, rules or procedures established by the Trustees shall be null and void.

7.07. Records. In order to properly pay benefits, to maintain a record of Hosts' eligibility for benefits, to assure compliance with this Agreement in respect to the above contributions, and to comply with Federal Law, Marriott and the Union agree to make available for inspection and audit by the Fund and/or the Health Alliance Plan or Blue Care Network, such records of bargaining unit Hosts of the Marriott as the Fund and/or the HMO's may require, including, but not limited to, names of Hosts and dependents, ages, dates of hire, classification, sex, social security number, wages and hours, days, weeks, and/or years of employment.

7.08. Arrearage. In the event Marriott is in arrears in the payment of contributions, it shall be liable to any Host, spouse, and/or dependent for loss of benefits resulting therefore.

7.09. Contributions. Contributions as provided in this section are payable for any period while a Host is on a paid vacation or a paid holiday. For purposes of uniformity, a Host shall have contributions made on his/her behalf for a day worked if the Host reports for work on a scheduled work day.

7.10. 401(k) Contributions. Bargaining unit Hosts who are 21 years of age, have completed one (1) year of service with Marriott, and have worked 1000 hours within a year are eligible to participate in the Marriott International, Inc. Hosts' 401k Plan ("the Plan"), subject to the Plan documents, rules and administrative procedures as may be amended from time to time by the Plan administrators at their discretion. Marriott will not match any Host contribution into this Plan. The minimum and maximum contributions will generally be 1% respectively, subject to terms of the plan and legal requirements of their weekly income. A summary plan description will be available to Hosts.

ARTICLE 8 ~ SENIORITY

8.01. (a) An Host's "seniority" shall be the period of his/her most recent, continuous service with Marriott within the bargaining unit job classification per department/room covered by this Agreement expressed in terms of years, months and days. If two (2) or more Hosts began working on the same day, their seniority shall be determined by lot. The principle of seniority shall be applied to the extent and in the circumstances and manner set forth in this Agreement.

(b) Marriott agrees to recognize the seniority of a Host in specific job classifications within each department, with full-time Hosts carrying separate seniority. There shall be no bumping of days off or shifts, but as vacancies occur within a department, Hosts may bid the vacancies, but Marriott shall have the right to maintain skill levels on each shift and day. Marriott may elect to rotate stations. In dining rooms where stations are not rotated, senior Hosts shall have their choice of stations, provided that the Host is qualified for the specific job requirements within the department.

8.02. 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, it shall be filled from those Hosts who bid by signing a posting for that purpose. Posting shall be up for seven (7) calendar days. When skill and ability are equal, the senior bidder, first by department seniority, then by overall seniority, shall have preference over other Hosts, applicants and candidates referred by the Union through the job referral system. However, Marriott reserves the right to make final determination of skill and ability. A successful bidder shall not be eligible to bid upon another position for six (6) months. Temporary vacancies may be filled by Employer selection.

8.03. New Hosts shall be considered probationary Hosts and shall not acquire any seniority rights until they have been employed for a period of thirty (30) working day; such probationary period may be extended for an additional thirty (30) calendar days, providing written notice to the Host and Union is given by supervision prior to the end of the original period.

8.04. Seniority rights shall terminate if a Host:

- (a) Quits or retires;
- (b) Is discharged for cause;
- (c) Fails to return to work from an approved leave of absence;
- (d) Is absent for three (3) consecutive days without notice to Marriott, except in any event where a Host is unable to give such notice to the Marriott due to circumstances beyond his/her control. In such event, the Host shall give notice to Marriott as soon as possible, but in any event not more than ten (10) days, otherwise his/her seniority shall terminate.
- (e) Is laid off for a period equal to his/her seniority or one (1) year, whichever is lesser period of time.

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

8.06. No Pool Status Hosts in job classifications shall be used where seniority Hosts within the same job classifications are on layoff, except in cases of emergency, or where Marriott cannot contact laid-off Hosts in the same job classification.

8.07. In order to encourage Hosts to advance themselves by transferring to new job classifications, the following provisions shall apply to protect their seniority:

(a) Hosts who transfer to a new job classification will be considered probationary for ninety (90) calendar days, and may be returned to their former job classification or the Host may elect to return to their former classification.

(b) A Host who transfers will continue to accumulate seniority in his original job classification. The Host'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 Host first transferred shall become the Host's original job classification/department.

(c) A Host transferred to a supervisory position as defined in the Labor Management Relations Act of 1947, as amended, shall, for a six (6) month 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 a Host does so return, he/she shall have seniority based on his/her previous length of service in the bargaining unit classification. If a Host occupies a supervisory position outside the bargaining unit for a period of six (6) months or longer, he/she shall lose all seniority rights. Marriott shall be free to discipline supervisory Hosts and they shall have no recourse to the grievance procedure concerning such discipline.

8.08. (a) During layoffs or reductions in the working force, the Host with the least seniority in the job classification affected within the department shall be laid off first. When the working force is again increased, Hosts on layoff shall be recalled in the order of their job classification seniority within the department.

(b) When a Host 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 a Host 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 Marriott by the Host, with a copy to be sent immediately to the Union.

(c) When a layoff occurs, the laid-off Host will be given preference for any job openings in any department and/or classification before new Hosts are hired, provided the Host is qualified to perform the work required without training. The involved Host 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, Hosts shall be allowed to bump the junior Host in their former job classification(s) in any department from which they had transferred, with full seniority that the Host had accumulated as provided as follows:

1. The Host is then qualified to perform the required work without training.
2. The returning Host must take the work schedule, including shift and days off, of the Host being bumped for the period of time needed by Marriott to comply with Article 3, after which they may exercise their full seniority rights.
3. The Host must exercise his/her bumping rights at the time of layoff.

(e) Layoff within the culinary departments shall be by seniority within the classification(s) affected, subject to the following provisions:

1. A Host exercising bumping rights shall bump the junior Host in the classification, provided the bumping Host shall be qualified to perform the work remaining to be done without training, as determined by the chef or person of equivalent position.
2. The Host exercising bumping rights must take the work scheduled, including shifts and days off, of the Host being bumped for the period of time needed by Marriott to comply with the provisions of Article 3, after which they may exercise their seniority rights.
3. The Host must exercise his/her bumping rights at the time of layoff.

ARTICLE 9 ~ GRIEVANCE- ARBITRATION

9.01. If any grievances arise under the terms and provisions of this Agreement, the Hosts 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 effect a satisfactory settlement. All such grievances, including discharges, must be filed by the Host with the Marriott and the Union with two (2) weeks from the date the cause of the grievance occurred. Where the grievance concerns rate or computation of pay, the grievance must be filed within two (2) weeks after the Host discovered the erroneous pay, in which case the grievance must first be filed within fourteen (14) days after the Host receives the paycheck in question.

9.02. If the department manager and the Host are unable to reach an agreement, the matter shall be referred to the representative of the Union who shall meet with a representative of the Hotel 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.

9.03. If the representative of the Union is unable to reach a settlement with the Hotel of the grievance, then such grievance shall be reduced to writing, and may thereafter be submitted to arbitration. Any grievance not submitted to arbitration within forty-five (45) days from the date it is filed with the Marriott shall be considered closed unless an extension of time is mutually agreed upon.

9.04. The arbitrator shall be mutually acceptable to the parties. If the parties cannot themselves agree upon an Arbitrator, either party may request that a list be furnished by the Federal Mediation and Conciliation Service and the parties shall select an Arbitrator mutually acceptable from such list. Upon the appointment of an Arbitrator selected from the list furnished by the Federal Mediation and Conciliation Service, 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.

9.05. 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. Any back pay award rendered by an Arbitrator shall be reduced by interim earnings of any sort and any period during which the recipient failed to attempt to mitigate wage loss.

9.06. (a) All disciplinary actions based on shoppers' reports must be taken up within twenty (20) days of the infraction.

(b) All other infractions other than shoppers' reporters and guest complaints, except where fraud, theft, or assault is involved, must be dealt with within eight (8) calendar days. Where allegations of falsification of records or time theft are being investigated, management has twenty-five (25) calendar days to issue discipline from the time the discipline occurred or was discovered. If circumstances arise that prevent the Employer from completing its investigation, it shall notify the union that it will need additional time beyond the 25 calendar days to complete its investigation.

(c) Disciplinary write-ups shall not be considered after twelve (12) months.

(d) Written guest complaints may be acted upon by management in assessing discipline within thirty (30) days of the incident, providing management otherwise investigates the incident to the extent practicable. Such written complaints may be offered by the Marriott in arbitration proceedings.

(e) Where back pay has been agreed upon or awarded in the settlement of a grievance, Marriott shall supply the Union with proof of payment within fourteen (14) days after payment has been made.

(f) **Smoking Discipline.** Discipline for Hosts who smoke in non-designated outdoor areas shall be progressive in nature as follows: first offense – three shift unpaid suspension; second offense – termination.

ARTICLE 10 ~ LEAVES OF ABSENCE

10.01. (a) Medical Leaves. Leaves of absence without pay for reasonable periods of time, not to exceed four months, shall be granted by Marriott to Hosts for reasons of bona fide illness, including maternity. Such leaves of absence for bona fide illness shall not affect Hosts' vacation or seniority rights.

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

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 granted under this Agreement, and subject to the eligibility and other provisions of the FMLA, Hosts shall be entitled to leaves of absence up to a maximum of twelve (12) work weeks during a 12-month period, under the provisions of the FMLA for the following reasons:

- * The birth or placement in the Host'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 Host is unable to work because of a serious medical condition.

Spouses employed by Marriott are jointly entitled to a combined total of twelve (12) work weeks of family leave for the reasons and under the conditions outlined.

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

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

Marriott is required to maintain group health insurance coverage for a Host on FMLA leave, up to the twelve (12) week period, whenever such insurance was provided before the leave was taken, and on the same terms as if the Host had continued to work.

The human resources department will give to all eligible Hosts granted leaves of absence under the FMLA a form outlining in detail the provisions of such Act, and the Host shall sign a copy of such form acknowledging its receipt.

The Union reserves the right to grieve whenever the granting of a leave under the FMLA may result in a violation of seniority rights or other contract violations.

10.02. Military Leaves. Military leaves will be permitted in accordance with federal law.

10.03. Personal Leaves. Leaves of absence without pay not to exceed two (2) months may be granted by mutual agreement between Marriott and the Host for other reasons, but under such conditions Marriott shall determine in advance the extent, if any, to which vacation rights shall be affected.

10.04. Extensions of Medical Leaves. Medical leave of absence extension(s) shall be granted by Marriott upon the request of the Host, supported by a physician's certificate and subject to the provisions of 10.02; the maximum total length of leave of absence (including extensions) may be one (1) year or length of seniority, whichever is less.

10.05. Approved Leave and Accrued Vacation Time. A Host who has a vacation accrued at the time of being granted an approved leave of absence, or who is absent because of illness, may elect such accrued vacation in his time off.

10.06. Leaves and Extension in Writing. All leaves of absence and extensions of leaves of absence must be in writing, signed by Marriott, and a copy sent to the union and a copy to the Host.

10.07. Union Business Leave. A Union business leave will be granted for up to five (5) Hosts for purposes of accepting employment with the Union. A Union business leave will be granted according to the following guidelines:

- (a) The leave will not exceed twenty-six weeks.
- (b) The Host on Union business leave shall not be assigned to any facility operated by Marriott unless mutually agreed upon by the parties in writing.

ARTICLE 11 ~ RECOGNITION OF THE EMPLOYERS'S AND HOST RIGHTS AND RESPONSIBILITIES

11.01. Marriott shall have the exclusive right to operate the business and to control and direct its Hosts. This right shall include, among other things the right to hire, promote, lay off, transfer, discipline, discharge, evaluate qualifications and performance, refuse to hire, set work schedules, make work assignments, determine what service it will offer and the manner and means of providing such service, determine what equipment and methods to be used in its operations, provided any decision of Marriott which is contrary to or in violation of provisions of this Agreement shall be subject to the grievance procedure. Marriott may establish rules and regulations governing Hosts, but such rules shall not be in violation of this Agreement.

11.02. The Employer will have the right to require that a drug and alcohol test be administered, if a Host is involved in an on-the-job accident. An accident is defined as; an incident that results in injury which requires (off-site) medical attention.

The confirmation of initial positive screen by a second analysis using gas chromatography/mass spectrometry (GC/MS). The policy will be administered in accordance with the Employers Drug and Alcohol Policy.

The Employer shall post a copy of the drug or alcohol testing policy, and any changes to the policy, in a prominent Host access area in the place of employment and shall give a copy of the policy, and any changes to the policy, and any changes to the policy, to each Host and to each applicant upon successful completion of the interview phase.

11.03. Marriott agrees not to discriminate against, or discharge, any Union member because of his/her proper Union activity.

11.04. If a full-time or part-time Host is laid-off for lack of work for a period of five (5) or more working days, the Marriott shall notify the Host at least three (3) calendar days prior to the effective date of the layoff, but in the absence of such notice, the Marriott shall pay the Host three (3) days' pay.

11.05. Marriott shall post in a conspicuous place in the Hosts' service area, a schedule indicating the days off of Hosts, the starting and quitting times.

11.06. To effectuate harmonious labor relations, Marriott agrees to provide a copy of this Agreement to all present and new supervisors during the term of this Agreement. The cost of printing reproduction of this Agreement shall be borne equally by Marriott and the Union.

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

ARTICLE 12 ~ SUB-CONTRACTING

12.01. Marriott and the Union agree that it is desirable to maintain the integrity of the existing bargaining unit. When additional temporary staffing is required to supplement bargaining unit work, Marriott will continue to have the sole right to hire on a temporary basis the staffing needed to supplement bargaining unit work.

12.02. Marriott will not supplement additional temporary staff while Hosts are on layoff in a specific department/classification. When additional staff is required, Marriott will have the right to hire staff on a temporary basis needed to supplement bargaining unit work; provided a temporary Host shall not perform bargaining unit work for more than (90) consecutive days without becoming a Host of the Marriott who will then be subject to this agreement.

Marriott will not subcontract any bargaining unit work during term of this agreement with the exception of the following classifications/departments:

- Overnight Property Maintenance (11pm-7am shift), (The top senior current grandfathered bargaining unit member will continue to work his scheduled 11pm-7am shift, unless shift times are mutually agreed to. There will be no displacement.)
- Overnight Kitchen Utility Cleaners (11pm-7am shift)
- Corner Market Gift Shop
- Renaissance Center Laundry/Valet only in the event that government regulations do not allow work in Marriott Hotels

**ARTICLE 13 ~
LOCKER ROOM**

13.01. Marriott shall provide sanitary dressing rooms for all of its Hosts and lockers with combination lock free of charge for each full-time and part-time Host within one (1) week after commencement of employment. Marriott shall be responsible for any losses sustained by its Hosts for its failure to comply with this provision. Hosts' lockers shall be considered private and no representative(s) of management shall enter same without the Host or any shop steward's presence or the presence of another Host designated by a shop steward if a shop steward is not available.

**ARTICLE 14 ~
UNIFORMS**

14.01. If uniforms are provided by Marriott, then Marriott shall furnish two (2) uniforms and will launder such uniforms unless the Host elects to launder their own uniform. If Marriott does not provide two (2) uniforms or if uniform control fails to provide the Host with a clean uniform on schedule, the Host may wear attire which is neat, clean and consistent with the dress code standards established by each department.

(a) All Hosts, except those excluded by Marriott, shall furnish and wear standard work shoes consistent with departmental dress code standards and in compliance with the Occupational Safety Hazard Act requirements where appropriate.

(b) Good grooming is a necessary part of required appearance. Grooming elements are: cleanliness of hair, face, hands and uniforms, lack of body odor, and acceptable hair style. Full beards must be neatly trimmed and maintained and within a maximum ½ inch in length. Female Hosts shall wear hose at all times, except appropriate socks may be worn with slacks.

**ARTICLE 15 ~
COMBINATION JOBS**

15.01. In order to encourage Host skill development in classifications throughout the operation of Marriott, and to satisfy customer needs, Marriott shall provide job training and certification. Marriott shall not require Hosts to be trained or certified in classifications outside the one in which they hold seniority. Hosts shall be hired, for seniority and pay purposes, into only one classification. Marriott agrees that Hosts performing two or more job classifications of work shall be paid at the rate of the highest job classification for actual hours worked in the classification, provided the job assignment lasts at least one continuous hour.

This provision shall be subject to Article 16 and Article 8. Those days worked by Hosts outside of their classification shall be used towards maintaining or achieving full-time status and/or benefits as defined

in this collective bargaining agreement. The intent of this provision is not to evade the hiring of a Host in classifications where Hosts are being used in a combination job capacity. Scheduling of Hosts certified in classifications other than the one in which they hold seniority will be done in accordance with business needs and under the terms of current scheduling provisions.

ARTICLE 16 ~
CROSS TRAINING/ASSIGNMENTS

16.01. In an effort to maximize the schedules of all full-time and regular part-time Hosts in the Hotel, voluntary cross-training will be developed and utilized. Hosts working outside their classification shall have no seniority rights in such classification. The Hotel shall endeavor to make work opportunities available based upon the following terms:

(a) Hosts involved in the cross-training program shall be identified on a master listing to be coordinated by the Human Resources Department and maintained on file.

(b) Union/management representatives will be jointly responsible for certifying Hosts upon completion of supervised training. At least one Host from the involved classification shall be included in the certification process.

(c) Any Host who is denied certification after completion of training may resort to the grievance procedure.

(d) After certification, available Hosts shall be identified on a master listing to be coordinated by the Human Resource Department and maintained on file. Hosts are responsible to ensure that they are accurately listed for available work upon completion of training and certification.

(e) Days worked by a Host outside of his/her classification after certification shall be considered days worked for purposes of Article 3, and a Host shall be entitled to full-time benefits if he/she works the required number of days for the required number of weeks.

(f) In order to help insure the success of the cross-training program, it shall be reviewed twice annually (or as necessary) by the Joint Steering Committee.

(g) While a Host is working outside of his/her classification during cross-training, but prior to certification, he/she shall receive his/her regular rate of pay.

(h) After certification, he/she shall receive the rate of pay for the classification worked.

ARTICLE 17 ~
STANDARD TRAINING PROGRAM

17.01. All trainees shall be paid at the least minimum amount of wages negotiated in the Schedules.

17.02. Job certification for all classifications will include:

- (a) A certified trainer rate.
- (b) Periodic re-certification process.

**ARTICLE 18 ~
WORK INTERRUPTION**

18.01. The Union and Marriott recognize the service nature of the hotel business and the duty of the hotel to render continuous and hospitable service to the public in the way of lodging, food and other necessary hotel accommodations. There shall be no lockouts, strikes or work stoppages of any kind, including refusal to cross any picket line, prior to the termination date of this Agreement. If neither party gives notice of its desire to negotiate any change in this Agreement not less than sixty (60) days prior to the termination date, then there shall be no lockouts, strikes or work stoppages until either party gives notice of its desire to negotiate changes in the terms and provisions of this Agreement.

18.02. Any Host who participates in any way in a violation of the foregoing shall be subject to discipline, including discharge.

18.03. The foregoing provisions of this Article shall not apply in the event Marriott refuses to comply with the arbitration provisions of this Agreement.

**ARTICLE 19 ~
SALE OR TRANSFER**

19.01. This Agreement shall be binding upon the successors, assigns, purchasers, lessees or transferee of Marriott, whether such succession, assignment, or transfer be affected voluntarily or by operation of law, or by merger or consolidation with another company, provided the establishment remains in the same line of business.

**ARTICLE 20 ~
CREDIT UNION**

20.01. Marriott will establish a procedure for deduction from a Host's pay of savings contributions to the Marriott Federal Credit Union, as long as participation is available to the Hosts.

**ARTICLE 21 ~
BEREAVEMENT**

21.01. If death occurs in the immediate family (father, mother, sister, brother, son, daughter, current spouse, grandparent, legal stepchildren or parent of current spouse) of a Host, a bereavement leave of three (3) days with pay will be granted to full-time Hosts for the purpose of attending the funeral. In the event the Host must travel more than two hundred (200) miles from Detroit to attend the funeral (round trip of 400 miles or more), a fourth (4th) bereavement day shall be granted. A tipped Host's bereavement pay shall be computed in the same manner as vacation pay computed for the Host's most recent vacation, on a per diem basis.

ARTICLE 22 ~
PERSONAL LEAVE DAYS

22.01. All full-time Hosts shall be allowed personal leave days as follows:

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

Effective 12/01/2016

<u>Upon Completion of</u>	<u>Per Anniversary Year</u>
1 Year of Continuous Service	1 Personal Day (for Hosts hired prior to 12/1/2016)
2 Years of Continuous Service	2 Personal Days
3 Years of Continuous Service	3 Personal Days
4 Years of Continuous Service	4 Personal Days
10 Years of Continuous Service	5 Personal Days
15 Years of Continuous Service	6 Personal Days
25 Years of Continuous Service	7 Personal Days
30 Years of Continuous Service	8 Personal Days

Personal days may be taken upon forty-eight (48) hours' advance written notice to Marriott, except in cases of emergency or sickness where such notice cannot be given. Where feasible, personal day requests must be submitted and approved prior to the schedule being posted. Such personal days must be taken during the Host's anniversary year, and at such times as to not interfere with the normal operation of Marriott's business. A request for a personal leave day will not be unreasonably withheld by Marriott. All personal leave days must be taken by the Host. No Host will be entitled to pay in lieu of taking a personal leave day, nor will any Host be allowed to accumulate personal leave days. Tipped Hosts pay for personal leave days shall be computed in the same manner as vacation pay computed for the Host's most recent vacation, on a per diem basis.

Effective January 1, 2008, the Personal/Perfect Attendance Leave Program shall be eliminated.

ARTICLE 23 ~
JURY DUTY

23.01. Jury Pay. Any full-time Hosts who is called to, and reports for jury duty shall be paid by Marriott for each day spent in performing jury duty, if the Host otherwise would have been scheduled to work for Marriott and does not work, an amount equal to the difference between:

(a) The Host'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 a Host is dismissed from jury duty, he shall report for work to Marriott during the balance of his regular work shift.

(c) Tipped Hosts' jury duty pay shall be computed in the same manner as vacation pay computed for the Hosts' most recent vacation, on a per diem basis.

(d) **Host Notification.** In order to receive payment under this Article, a Host must give Marriott 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 24 ~ HEALTH AND SAFETY

24.01. Marriott will make reasonable provisions for the safety and health of its Hosts during the hours of their employment. Hosts and the Marriott will comply with all safety, health and sanitation rules.

24.02. Concerns regarding the health and safety of the Hosts will be promptly discussed, investigated and researched.

24.03. When an accident occurs on the job requiring medical attention for a Host at a clinic or hospital, the Host will first, if possible, notify the supervisor of the Host's department. If necessary, Marriott will provide transportation for the Host to and from the clinic or hospital, and the Host will be paid for the time spent at the clinic or hospital to the extent that such time so spent by the Host is during his/her regular working hours, up to a balance of the shift on the day of the accident.

24.04. Marriott agrees to comply with the Americans with Disabilities Act ("ADA"), as it may be amended from time to time. Any alleged violations by Marriott of the ADA shall be processed through the grievance procedure.

24.05. Marriott will have the right to require that a drug and alcohol test be administered, if an Host is involved in an on-the-job accident. An accident is defined as: an incident that results in injury which requires outside (off-site) medical attention.

The confirmation of initial positive screens by a second analysis using gas chromatography/mass spectrometry (GC/MS). Policy will be administered in accordance with Marriott Drug and Alcohol Policy.

ARTICLE 25 ~ TUITION REIMBURSEMENT

25.01. Marriott agrees to provide Hosts a tuition reimbursement program. In order to be reimbursed, the Host must qualify under Marriott's tuition reimbursement program.

ARTICLE 26 ~
TERM OF AGREEMENT

26.01. This Agreement and all schedules attached hereto shall continue and remain in full force and effect until November 30, 2015, and neither party shall demand any change in this Agreement and the schedules attached hereto until the termination thereof on November 30, 2019, unless the Agreement is Re-opened pursuant to the terms of the Rehabilitation Plan Re-Opener in Article 7. 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 schedule(s) attached hereto shall serve written notice on the other party by certified mail not less than sixty (60) days prior to November 30 of any year after 2019 except as permitted pursuant to the terms of the above-referenced Rehabilitation Plan Re-Opener.

In witness whereof, the parties have executed this Agreement as of 16th the day of August 2016

Detroit MHS, LLC:



Greg Talbot

SVP and Assoc Grand Council

Date: 8/16/16

UNITE HERE Local 24:



Executive Director

Date: 8/9/16

**SCHEDULE A ~ KITCHEN HOSTS ~
WAGE RATES**

SPECIFIC WORKING CONDITIONS

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

HOURLY RATES EFFECTIVE FOR THE PERIOD FROM: 12/1/15-11/30/19

All new hosts in the classifications covered by this Schedule shall be paid fifty cents (50¢) per hour (17.5¢ per hour for tipped classifications) less than the rates specified during the first six (6) months of continuous employment. At the end of such continuous six (6) month period, the Host shall earn the rate specified.

	12/1/15	6/1/16	12/1/16	6/1/17	12/1/17	6/1/18	12/1/18	6/1/19
Executive Grade	\$17.10	\$17.30	\$17.50	\$17.70	\$17.90	\$18.10	\$18.30	\$18.50
Grade I	\$16.33	\$16.53	\$16.73	\$16.93	\$17.13	\$17.33	\$17.53	\$17.73
Grade II	\$16.08	\$16.28	\$16.48	\$16.68	\$16.88	\$17.08	\$17.28	\$17.48
Grade III	\$15.83	\$16.03	\$16.23	\$16.43	\$16.63	\$16.83	\$17.03	\$17.23
Utility Workers	\$15.02	\$15.22	\$15.42	\$15.62	\$15.82	\$16.02	\$16.22	\$16.42
Storeroom Attendant	\$15.02	\$15.22	\$15.42	\$15.62	\$15.82	\$16.02	\$16.22	\$16.42

- (1) Kitchen Hosts shall receive one meal, not to exceed one-half hour, and two fifteen minutes breaks within their scheduled eight (8) hours. These meals will, when business permits, be scheduled no sooner than two (2) hours after the Host's starting time no later than six (6) hours after the starting time. Kitchen Hosts who work two (2) hours or more overtime shall be provided a meal at no cost, to be eaten on the Host's time.
- (2) If, during the meal or break period, it is necessary or required for the kitchen Hosts to assist in the preparation or delivery of meals, the kitchen Host shall return to his/her station to take care of any service that is required or necessary.
- (3) Marriott shall have the right to employ any number of Hosts in job classifications listed in any grade, even though the same job classifications may appear and be listed in a higher or lower grade. Marriott shall have the right to designate the grade to be filled when employing new Hosts.
- (4) There shall be no stations in any of the above designated grades. A Host 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).
- (5) There shall be no split shifts for kitchen Hosts.
- (6) Apprenticeship program, not to exceed one for each seven (7) total culinary Hosts, shall not be subject to seniority or scheduling provisions of this Agreement and shall not be permitted to bid work schedules during the training period.
- (7) Carvers used for banquet functions shall receive a four (4) hour guarantee at time and one-half. Any hours worked beyond four (4) hours shall be paid at time and one-half for each additional hour worked.

(8) In order to maximize their workweek or for available overtime a Host who is qualified (i.e. can do the work without additional training) to do the work in any grade will be offered that work in accordance with overall Culinary Seniority

(9) Cooks will be offered all action stations (i.e. carving, omelet, etc. before other classifications are offered this work.

(10) The Employer and Union will continue to meet in joint Labor/ Management meetings to address and discuss promotions, progression, training and out of classification pay.

**SCHEDULE B ~
BAR HOSTS WAGE RATES**

SPECIFIC WORKING CONDITIONS

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

**DAILY/HOURLY RATES EFFECTIVE FOR THE PERIOD FROM:
12/1/2015 – 11/30/2019**

All new hosts in the classifications covered by this Schedule shall be paid fifty cents (50¢) per hour (17.5¢ per hour for tipped classifications) less than the rates specified during the first six (6) months of continuous employment. At the end of such continuous six (6) month period, the Host shall earn the rate specified.

	12/1/15	6/1/16	12/1/16	6/1/17	12/1/17	6/1/18	12/1/18	6/1/19
Front Bar	\$14.33	\$14.53	\$14.73	\$14.93	\$15.13	\$15.33	\$15.53	\$15.73
Service Bar	\$15.83	\$16.03	\$16.23	\$16.43	\$16.63	\$16.83	\$17.03	\$17.23
Bar Porters	\$15.02	\$15.22	\$15.42	\$15.62	\$15.82	\$16.02	\$16.22	\$16.42
Pool Bartenders	\$14.52	\$14.72	\$14.92	\$15.12	\$15.32	\$15.52	\$15.72	\$15.92
Banquet Bartenders	\$14.28	\$14.48	\$14.68	\$14.88	\$15.08	\$15.28	\$15.48	\$15.68

(Plus \$1.00 per day for each 6-hour shift worked)

(1) Bartenders working under this Schedule shall not work split shifts, nor shall they work as servers.

(2) Where there is a bar set up for serving drinks and where cocktails are mixed in any department, bartenders shall be employed. Where a bar is set up for serving drinks, a server shall not have the right to stand back of the bar to mix and pour drinks to serve to guests or to hand to the other servers for serving to guests. No server shall tend bar. An exception to the foregoing may be made in the case of a "Captain's Bar".

(3) When full-time bartenders in the banquet department are needed for overtime, it shall be offered in seniority order to the full-time bartenders working the function. In the event that a sufficient number of full-time bartenders do not volunteer for the overtime required, the full-time bartenders working the function shall be required to work the overtime in inverse seniority order.

(4) Bartenders shall be entitled to one meal for each meal worked; meals to be eaten on the Employer's' time when bartenders are not busy and at such times as not to interfere with the efficient operation of the Marriott. Time allowed for meals is not to exceed one-half hour for each meal. These meals will, when business permits, be scheduled no sooner than two (2) hours after the Host's starting time, not later than six (6) hours after the starting time. The station of any bartender during his eating period shall be covered by another bartender whenever necessary or required, but if no other bartender is available to cover the station of a bartender while eating, the bartender shall return to his station to take care of any service that is required. Hosts who work an 8-hour day but whose day includes one meal period shall receive, in addition to a 30-minute meal period, a 15-minute relief period in the first four (4) hours of their scheduled work day and a subsequent 15-minute relief period in the second four (4) hours of their work day. Such relief period shall be considered as time worked.

(5) Bartenders shall be paid at the full-time or six-hour rate. Bartenders scheduled for six hours who work beyond six hours shall be paid \$6.80 per hour, or their contract rate, whichever is higher, for work beyond six hours. Pool status bartenders may be required to work at one or more parties in the banquet department. In case of emergency covering overload periods, Pool Status Bartenders may be assigned to work on the front or service bars.

(6) Bartenders shall be scheduled by seniority on a rotation basis in the banquet department, except where a special customer requests, in which case the bartender will forfeit his next turn.

(7) When a bartender is employed, the gratuity shall go to the bartender in accordance with the gratuity language in Schedule E.

(8) When alcoholic punch is prepared and served by the bartender, the gratuity of 75% of 13% shall go to the bartender and 25% of the 13% shall go to the server.

(9) When non-alcoholic mixed/blended stations to order are prepared by the bartender, the gratuity of 75% of the 13% shall go to the bartender and 25% of the 13% shall go to the server.

(10) Pay edit sheet(s) and function sheet(s) shall be posted in a timely manner where banquet beverage bartenders shall have visible means to review.

(11) Banquet bar porters shall receive a corkage fee of twenty-five cents (25¢) per bottle from wine and champagne brought into the hotel by guests.

12. Banquet Bartenders shall use twenty one hours (21) as the average quarterly threshold for life of agreement.

**SCHEDULE C ~
HOUSEKEEPING, SERVICE, LAUNDRY, VALET, HEALTH CLUB DEPARTMENTS ~
WAGE RATES**

SPECIFIC WORKING CONDITIONS

**DAILY/HOURLY RATES EFFECTIVE FOR THE PERIOD FROM:
12/1/2015 – 11/30/2019:**

All new hosts in the classifications covered by this Schedule shall be paid fifty cents (50¢) per hour (17.5¢ per hour for tipped classifications) less than the rates specified during the first six (6) months of continuous employment. At the end of such continuous six (6) month period, the Host shall earn the rate specified.

HOUSEKEEPING DEPARTMENT:

	<u>12/1/15</u>	<u>6/1/16</u>	<u>12/1/16</u>	<u>16/1/17</u>	<u>12/1/17</u>	<u>6/1/18</u>	<u>12/1/18</u>	<u>6/1/19</u>
Lead Housekeeping Attendant	\$15.15	\$15.35	\$15.55	\$15.75	\$15.95	\$16.15	\$16.35	\$16.55
In-House Attendant Grade I (Guest room areas)	\$15.02	\$15.22	\$15.42	\$15.62	\$15.82	\$16.02	\$16.22	\$16.42
Part-time/Pool Status	\$15.15	\$15.35	\$15.55	\$15.75	\$15.95	\$16.15	\$16.35	\$16.55
In-House Attendant Grade II (all others areas)	\$15.02	\$15.22	\$15.42	\$15.62	\$15.82	\$16.02	\$16.22	\$16.42
Part-time Pool Status	\$15.15	\$15.35	\$15.55	\$15.75	\$15.95	\$16.15	\$16.35	\$16.55
Make Ready Team	\$15.62	\$15.82	\$16.02	\$16.22	\$16.42	\$16.62	\$16.82	\$17.02
Uniform Control Attendant	\$15.18	\$15.38	\$15.58	\$15.78	\$15.98	\$16.18	\$16.38	\$16.58
Linen Room Attendant	\$15.00	\$15.20	\$15.40	\$15.60	\$15.80	\$16.00	\$16.20	\$16.40
Linen Room Runner	\$15.12	\$15.32	\$15.52	\$15.72	\$15.92	\$16.12	\$16.32	\$16.52
Shampooer	\$16.02	\$16.22	\$16.42	\$16.62	\$16.82	\$17.02	\$17.22	\$17.42

(I) Room Attendants hired on or before December 1, 2000 shall not be required to do more than sixteen (16) rooms or their equivalent within the workday.

Effective December 1, 2004, Housekeeping Room Attendants hired before December 1, 2000 shall not be required to do more than fifteen (15) rooms or their equivalent within the work day.

- (2) When Room Attendants are required to general houseclean rooms, the workload will be reduced by one room for each room that is general house-cleaned.
- (3) Two vacant/clean rooms shall be counted as the equivalent of a single vacant dirty room. A vacant/clean room is a room that has previously been cleaned. A room shall be considered vacant/clean if the terry and amenities need to be replaced and the room, in general, needs to be straightened. Should any room require that the entire bed be made or that the entire bathroom (including the tub) be cleaned such room shall be considered a vacant/dirty room and shall be counted as a room credit on the room assignment. In the event that an attendant discovers that a room designated as vacant/clean does not meet the above standard, the attendant must immediately notify the main linen room attendant of the same. Attendants who fail to provide such immediate notification shall not be eligible for a vacant and dirty room assignment credit.
- (4) Room Attendants required to service more than one floor shall have their room count reduced by one room from fifteen (15) for each floor worked in excess of four floors.
- (5) Senior Room Attendants shall be assigned to set sections to be cleaned depending upon occupancy and other operating factors. During full occupancy, senior attendants shall be scheduled to their assigned sections. Less senior attendants shall work swings in the Housekeeping department. Room Attendants shall participate in annual bid for such set sections according to seniority. Set sections, along with a diagram of the set sections, shall be posted two weeks prior to the section bid. After the bid, the Employer shall post a diagram identifying the senior attendants awarded each section.
- (6) Attendants shall not be required to do more than 12 turndown's per hour.
- (7) Attendants or AYS Hosts shall receive ninety cents (90¢) extra for each roll-away cot or crib. Rate shall be increased to \$1.00 effective December 1, 2016 and to \$1.10 effective 12/1/18.
- (8) Room attendants shall remove room service trays, equipment and items to the hallway. The primary responsibility for removal of such items to the service area shall be the hall attendants, room service bus attendants or services.
- (9) Hall attendants shall be assigned (ten) 10 hallways per work day. Any hallways over ten (10) shall be paid at time and one-half.
- (10) There shall be no split shift for housekeeping Hosts. Any item left in a room by a guest (except alcoholic beverages of brands and size carried by the hotel) and designated as a tip to the housekeeper may be removed via the Package Pass System. Tips shall not be solicited.
- (12) The top eighteen (18) senior Room Attendants shall be offered schedules with consecutive set days off. The top thirteen (13) senior Room Attendants will have Friday/Saturday, Saturday/Sunday, or Sunday/Monday as days off. The next five (5) senior Room Attendants, with seniority numbers 14-18, shall be offered schedules with two consecutive days off between Monday and Thursday.
- (13) The cartless program shall end effective October 25, 2012. The five (4) Room Attendants currently working in the cartless program shall be grandfathered. The program shall be continued for these five (5) Hosts until such Hosts choose to bid a cart schedule, retire, or otherwise terminate their employment. Non-grandfathered Hosts shall not be permitted to bid a cartless schedule.
- (14) Floors 56 and up shall have one (1) room drop for every suite that is cleaned

(15) Non-rooms attendants will be paid a \$1.00 per hour premium in addition to their regular hourly rate for any time spent shampooing.

(16) For Housekeeping Department Hosts, performance-related infractions shall be treated separately from all other infractions for purposes of progressive discipline.

(17) When a Room Attendant is assigned five (5) or more double room checkouts on Sundays or other heavy checkout days (650 or more checkouts), his or her daily work assignment shall be reduced by one (1) room credit.

(18) “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, 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 minimum) his or her daily work assignment will be reduced by 1 credit. 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 minimum) his or her daily work assignment will be reduced by 2 credit.

(19) Within thirty days (30) of ratification, hotel will create a single shampoo attendant classification. The rate shall be sixteen dollars and two cent (\$16.02). Hotel will double code hall attendants (four (4) volunteers first) and pay additional one dollar (\$1) when assigned work. If there are no volunteers, Marriott reserves the right to assign in inverse order/schedule the work or to supplement as needed.

SERVICE DEPARTMENT

	<u>12/1/15</u>	<u>6/1/16</u>	<u>7/1/16</u>	<u>12/1/16</u>	<u>6/1/17</u>	<u>12/1/17</u>	<u>6/1/18</u>	<u>12/1/18</u>	<u>6/1/19</u>
Bell Captain	\$20.50	\$20.70	na	\$20.90	\$21.10	\$21.30	\$21.50	\$21.70	\$21.90
Door Attendant	\$8.33	\$8.43	\$9.40	\$9.50	\$9.60	\$9.70	\$9.80	\$9.90	\$10.00
Guest Service Attendant	\$8.18	\$8.28	\$8.40	\$8.50	\$8.60	\$8.70	\$8.80	\$8.90	\$9.00
Midnight Guest Service Attendant	\$9.18	\$9.28	\$9.40	\$9.50	\$9.60	\$9.70	\$9.80	\$9.90	\$10.00
Midnight Door Attendant	\$9.33	\$9.43	\$10.40	\$10.50	\$10.60	\$10.70	\$10.80	\$10.90	\$11.00

- (1) There shall be no split shifts for Service Department Hosts.
- (2) Any Host shall have the right to review the "Paid Out" of any gratuity paid to the Guest Service
- (3) Box deliveries done by the Guest Service Attendants will be paid at the Banquet Houseman gratuity level.
- (4) Maintain bell carts as required.
- (5) All notices delivered to guest rooms.
- (6) Grandfather any Host covered under the Service Departments wage rates whose current rate of pay is above new proposed rates
- (7) Hosts hired after February 26, 2005, in the above classifications shall be paid fifty cents (\$.50) per hour less than the rates specified during the first six (6) months of continuous employment. At the end of such continuous (6) month period, the Host shall earn the rate specified.

LAUNDRY, VALET AND HEALTH CLUB DEPARTMENTS

LAUNDRY					
Grade I - (Wash Attendants, Tumbler Attendant)					
Grade II - (Sorter, Flat Work Attendant)					
VALET					
Grade I (Seamstress-Tailor, Shirt/Garment, Press Operator, Marker/Checker, Cleaner/Spotter, Valet Presser, Laundry-Valet Cashier)					
HEALTH CLUB					
Health Club Attendant					

	<u>12/1/15</u>	<u>6/1/16</u>	<u>12/1/16</u>	<u>6/1/17</u>	<u>12/1/17</u>	<u>6/1/18</u>	<u>12/1/18</u>	<u>12/1/19</u>
LAUNDRY								
Grade I - (Wash Attendants, Tumbler Attendant)	\$15.77	\$15.97	\$16.17	\$16.37	\$16.57	\$16.77	\$16.97	\$17.17
Grade II - (Sorter, Flat Work Attendant)	\$15.15	\$15.35	\$15.55	\$15.75	\$15.95	\$16.15	\$16.35	\$16.55
VALET								
Grade I (Seamstress-Tailor, Shirt/Garment, Press Operator, Marker/Checker, Cleaner/Spotter, Valet Presser, Laundry-Valet Cashier)	\$15.77	\$15.97	\$16.17	\$16.37	\$16.57	\$16.77	\$16.97	\$17.17

HEALTH CLUB								
Health Club Attendant	\$15.23	\$15.43	\$15.63	\$15.83	\$16.03	\$16.23	\$16.43	\$16.63

Valet Departments:

- (1) Seniority shall be by grade and not by classifications.
- (2) The Seamstress and Valet Cashier rate shall receive a rate increase of twenty-five cents (\$.25) more than the Pressers.

Health Club:

- (1) Health Club Attendants shall not work split shifts.

PROPERTY MAINTENANCE

	<u>12/1/15</u>	<u>6/1/16</u>	<u>12/1/16</u>	<u>6/1/17</u>	<u>12/1/17</u>	<u>6/1/18</u>	<u>12/1/18</u>	<u>6/1/19</u>
Lead Property Maintenance Attendant	\$15.15	\$15.35	\$15.55	\$15.75	\$15.95	\$16.15	\$16.35	\$16.55
Property Maintenance Attendant Full-time	\$15.00	\$15.20	\$15.40	\$15.60	\$15.80	16.00	\$16.20	\$16.40
Part-time/Pool Status	\$15.15	\$15.35	\$15.55	\$15.75	\$15.95	\$16.15	\$16.35	\$16.55

- (1) If a Host in Property Maintenance is assigned to do shampooing, stripping work, removing snow from the premises, or if they are required to move furniture they shall receive an addition one dollar (\$1.00) per hour over the attendant rate for all hours doing such work.
- (2) The premium for moving furniture will also apply to the Housekeeping Attendants.
- (3) Hosts shall receive a 30-minute meal period. Such time shall be on Marriott's time. Hosts shall, in addition, receive a 15-minute relief period in the first four (4) hours of their scheduled work day and a subsequent 15-minute relief period in the second four (4) hours of their work day. Such relief periods shall be considered as time worked. The meal period, when business permits, shall be scheduled no sooner than two (2) hours after no later than six (6) hours after the Host's starting time.
- (4) Hosts covered by this schedule shall receive a Marriott-provided meal on each day they work at the hotel.
- (5) In those situations, where Marriott is paid for moving materials for guests (currently seventy-five cents (75¢) per box and/or five dollars (\$5.00) per hundred weight), the payments received shall

be passed on to the house attendants involved. Although this practice of charging guests is currently in effect, this paragraph shall not be construed as a guarantee that Marriott will continue to charge guests these or any other specific amounts for these services.

(6) Furniture moving.

If Hosts in the Property Maintenance or Non-Rooms Attendant classifications are assigned to move furniture (not including any routine furniture moving associated with their normal cleaning duties), including assignments to convert guest rooms to conference room or meeting space, they shall receive \$2.75 per hour above their full-time rate for all time spent performing this work. The rate shall increase to \$3.00 per hour above their full-time rate effective 12/1/2018. Nothing shall prohibit the Employer from using an outside contractor to perform any furniture moving work, however.

**LETTER OF UNDERSTANDING ~
PROPERTY MAINTENANCE SUBCONTRACTING/SCHEDULING**

Management shall continue to have the right to subcontract its overnight property maintenance work. With respect to the five (5) senior Property Maintenance Hosts who have returned to full time status (Robert Brown, Mamie Foster, Anna Frison, Leon Hall and Leon Howard), the Employer shall meet with each Host and the Union within 30 days of ratification of this agreement to: review their current status and the reasons for their current status; determine whether and, if so, to what extent, the lack of work opportunity is the cause of this current status; and identify appropriate cross-training opportunities for these Hosts to certify or qualify them to work in other classifications.

In the event that the Hosts are certified or qualified to work in other classifications within the Housekeeping department, management shall schedule them to work available shifts in these other classifications, consistent with applicable seniority rights, in the event that there is insufficient work in property maintenance, with the goal of providing them with a five (5) day work week.

If this still does not result in a five-day work week for any one of the five Hosts and he/she has seniority rights in a classification outside of the Housekeeping department, then such Host shall inform the Employer, within twenty-four (24) hours after the weekly schedule is posted, that he or she is exercising bumping rights outside of the Housekeeping Department under 3.15 of the Agreement.

The Hosts shall attempt to bring any potential violations of this Letter of Understanding or their seniority rights to the Employer's attention as soon as practicable in order to allow the Employer to resolve the issue before the weekly work schedule commences and a grievance is filed.

In the event that any of the five (5) Hosts are notified by the Employer that they are in jeopardy of losing their full-time status and benefit eligibility, the Employer and the Union shall meet to discuss the reasons for this notification and available work opportunities, if any, with the goal of helping the Host maintain their full-time status and benefit eligibility.

It is understood and agreed that these Hosts have a continuing responsibility to take all appropriate steps within his/her control to maintain their full-time status and benefit eligibility, including taking advantage of the available cross-training opportunities, working shifts other than their preferred shifts, minimizing the amount of personal time off, exercising existing bumping rights, and seeking other voluntary work

assignments in order to work the average number of hours needed to maintain full-time status. If any one of the above Hosts fails to meet this continuing obligation, the Employer shall be relieved of any obligation to continue to schedule such Host to other classifications within the Housekeeping department consistent with paragraph 2 above.

**SCHEDULE D ~
DINING ROOM, LOUNGE, ROOM SERVICE, AND STARBUCKS**

**DAILY/HOURLY RATES EFFECTIVE FOR THE PERIOD FROM: 12/1/15-11/30/19:
All new hosts in the classifications covered by this Schedule shall be paid fifty cents (50¢) per hour (17.5¢ per hour for tipped classifications) less than the rates specified during the first six (6) months of continuous employment. At the end of such continuous six (6) month period, the Host shall earn the rate specified.**

	<u>12/1/15</u>	<u>6/1/16</u>	<u>12/1/16</u>	<u>6/1/17</u>	<u>12/1/17</u>	<u>6/1/18</u>	<u>12/1/18</u>	<u>6/1/19</u>
Dining Room Servers, Full-time 8 Hrs	\$7.86	\$7.96	\$8.06	\$8.16	\$8.26	\$8.36	\$8.46	\$8.56
Dining Room Servers, Full-time, 6 Hrs	\$8.02	\$8.12	\$8.22	\$8.32	\$8.42	\$8.52	\$8.62	\$8.72
One Meal Shift, Full-time, 4 Hr Shift	\$7.10	\$7.20	\$7.30	\$7.40	\$7.50	\$7.60	\$7.70	\$7.80
Captain and Wine Stewards	\$14.88	\$14.98	\$15.08	\$15.18	\$15.28	\$15.38	\$15.48	\$15.58
Bus Attendants	\$14.77	\$14.97	\$15.17	\$15.37	\$15.57	\$15.77	\$15.97	\$16.17
Cafeteria Service	\$14.08	\$14.18	\$14.28	\$14.38	\$14.48	\$14.58	\$14.68	\$14.78
Host/Hostess	\$15.15	\$15.35	\$15.55	\$15.75	\$15.95	\$16.15	\$16.35	\$16.55
Lead Barista (Starbucks)	\$15.15	\$15.35	\$15.55	\$15.75	\$15.95	\$16.15	\$16.35	\$16.55
Barista (Starbucks)	\$14.15	\$14.35	\$14.55	\$14.75	\$14.95	\$15.15	\$15.35	\$15.55
Lounge Server, Full-time, 8 Hrs	\$6.86	\$6.96	\$7.06	\$7.16	\$7.26	\$7.36	\$7.46	\$7.56
Lounge Server, Full-time, 6 Hrs	\$7.02	\$7.12	\$7.22	\$7.32	\$7.42	\$7.52	\$7.62	\$7.72
Lounge Aisle Attendant	\$14.77	\$14.97	\$15.17	\$15.37	\$15.57	\$15.77	\$15.97	\$16.17
Room Service: Room Service Server	\$6.86	\$6.96	\$7.06	\$7.16	\$7.26	\$7.36	\$7.46	\$7.56
Room Service Bus Attendants	\$14.77	\$14.97	\$15.17	\$15.37	\$15.57	\$15.77	\$15.97	\$16.17
Room Service Cashiers & Order Takers	\$15.15	\$15.35	\$15.55	\$15.75	\$15.95	\$16.15	\$16.35	\$16.55

Room Service Expeditor	\$15.40	\$15.50	\$15.60	\$15.70	\$15.80	\$15.90	\$16.00	\$16.10
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- (1) Full-time one-meal servers who work on the above rates shall be entitled to vacation benefits and holiday benefits on a pro-rata basis based upon the number of hours worked by them and all other benefits of the contract on a proportionate basis.
- (2) Full-time one-meal servers who work more than their scheduled hours on a shift shall be paid at their hourly rate for such hours.
- (3) Dining Room Hosts shall be permitted to work split shifts. The maximum work day in case of a split shift for 8-hour Hosts shall be 8 hours within 11 hours, provided, however, that Dining Room Hosts working split shifts shall not work more than two consecutive meals. The maximum work day in case of a split shift for 6-hour Hosts shall be 6 hours within 9 hours.
- (4) Where split shifts are worked, only one split shall be permitted per day.
- (5) All dining room Hosts who work split shifts shall receive \$1.00 per day additional for each day a split shift is worked.
- (6) Dining Department Hosts shall be entitled to one meal for each meal worked, meals to be eaten on Marriott's time but when Hosts are not busy, and at such time not to interfere with the efficient operation of Marriott. Time allowed for meals shall not exceed one-half hour for each meal worked. These meals will, when business permits, be scheduled no sooner than two (2) hours after the Hosts starting time nor later than six (6) hours after the starting time. The station of any Host during his eating period shall be covered by another Host whenever necessary or required. Hosts who work an 8-hour day, but whose work day includes only one meal period, shall receive, in addition to a 30-minute meal period, a 15-minute relief period in the first four (4) hours of their scheduled work day and a subsequent fifteen (15) minute relief period in the second four (4) hours of their work day. Such relief periods shall be considered as time worked.
- (7) Captains shall be defined as a person who greets guests, escort them to tables, makes the station assignments, take orders, prepare and perform table side service, provide section control and leadership and such other duties as may be required.
- (8) Host/Hostess shall be defined as persons who greet guests and escort them to tables and may perform other dining room functions as required.
- (9) Servers shall receive an automatic 15% percent gratuity (will increase to 17% if the standard is established in two Marriott managed properties in the Detroit area) in all outlets for buffets and other Hotel give-aways on holidays.
- (10) For all service performed in the River Café and Lounge that involves the entertainment of customers for advertising a promotion or guest package, fifteen percent (15%) of the service charge shall be based on retail rate.

Room Service

- (1) Four (4) and six (6) hour shifts shall be included in the following classifications; subject to seniority and scheduling provisions. Specifically, they shall not displace or undermine full time seniority Hosts, rights to full time schedules, or overtime; Room Service - Bus Attendant assigned to tray removal and Food and Beverage Cashier.
- (2) Room service rotation for parties shall renew every thirty (30) days.
- (3) Room Service guest checks will be stamped "Gratuity not included."
- (4) The practice of stamping checks to write in gratuity will be continued.
- (5) Part-time Room Servers will be excluded from rotation for coffee and hospitality breaks.
- (6) Within 60 days of ratification 18% gratuity on checks. Servers will be trained to inform the guest of service charge.
- (7) **Amenities.** Hosts shall receive an 18% gratuity on in-house amenities, based on the retail cost to the hotel of all items delivered, with a maximum gratuity of \$5.00 per delivery, per guest room, regardless of the number of items delivered to the guest.

SCHEDULE E ~ BANQUET DEPARTMENT

DAILY/HOURLY RATES EFFECTIVE FOR THE PERIOD FROM:

12/1/2015 – 11/30/2019:

All new hosts in the classifications covered by this Schedule shall be paid fifty cents (50¢) per hour (17.5¢ per hour for tipped classifications) less than the rates specified during the first six (6) months of continuous employment. At the end of such continuous six (6) month period, the Host shall earn the rate specified.

(1) Definitions:

- (a) Servers shall perform set-up, service and clear off for their assigned station for the function rate of pay, except servers may be assigned to work together with the same starting and quitting time to set-up, serve or clear-off their combined stations with no additional compensation. In no case shall such assignment be used to avoid paying overs.
- (b) Set-up shall be defined as when tables are in place and all set-up equipment (including linen) is in the room or immediately adjacent to the room.
- (c) Clear-off shall be defined as when all set-up and service equipment is removed, including the tablecloths.
- (d) Dead work is defined as when banquet servers are called upon to set-up and clear-off for more than the number of guests assigned to them or to perform any service not on their own station within the said meal period (except as provided in (a) above).

(2) (a) Wages: Breakfast, Lunches and Miscellaneous Parties (6:00 a.m. to 2:00 p.m.)

	<u>12/1/15</u>	<u>6/1/16</u>	<u>12/1/16</u>	<u>6/1/17</u>	<u>12/1/17</u>	<u>6/1/18</u>	<u>12/1/18</u>	<u>6/1/19</u>
Servers - 3 Hours or less (Includes set-up and clear-off)	\$17.44	\$17.54	\$17.64	\$17.74	\$17.84	\$17.94	\$18.04	\$18.14

(b) Servers shall serve twenty (20) guests.

(c) When Marriott is unable to supply sufficient number of servers, all servers may be assigned more guests than normal maximum and shall receive overs on all set-ups over the maximum.

(a) Wages: Coffee Breaks

	<u>12/1/15</u>	<u>6/1/16</u>	<u>12/1/16</u>	<u>6/1/17</u>	<u>12/1/17</u>	<u>6/1/18</u>	<u>12/18</u>	<u>6/1/19</u>
Coffee breaks, meetings and continental breakfasts shall be paid the service charge plus the following hourly rate	\$6.78	\$6.88	\$6.98	\$7.08	\$7.18	\$7.28	\$7.38	\$7.48
If servers serve in increments of 100 additional guests at the same coffee break functions, they shall receive, in addition to the rate listed above, the following hourly rate	\$7.13	\$7.23	\$7.33	\$7.43	\$7.53	\$7.63	\$7.73	\$7.83

(b) Servers shall set-up and service fifty (50) guests for continental breakfasts

(c) Servers shall set up and service one hundred (100) for coffee breaks.

(4) Receptions:

(a) A reception is a function where only bite sized hors d'oeuvres are served or several different stations are set up in a room and various menu items are being served.

(b) A banquet server shall be required to set-up and clear their own station in addition to hors d'oeuvres service and passing hors d'oeuvres.

(c) There shall be one server for every fifty (50) guests; for each increment of fifty (50) guests served, the server will receive one (1) additional function rate.

(d) For fifty-five dollar (\$55 per guest) reception, the server ratio shall be 1 to 40.

(5) (a) Wages: Dinner: (2:00 p.m. to 10:00 p.m.)

	<u>12/1/15</u>	<u>6/1/16</u>	<u>12/1/16</u>	<u>6/1/17</u>	<u>12/1/17</u>	<u>6/1/18</u>	<u>12/1/18</u>	<u>6/1/19</u>
Servers - 4 Hours or less (includes set-up and clear-off)	\$21.81	\$21.91	\$22.01	\$22.11	\$22.21	\$22.31	\$22.41	\$22.51

(b) Servers shall serve fifteen (15) guests unless as noted in 1(c), then:

(c) Additional guests will be sixty cents (60¢) each.

(6) (a) Wages: Functions after 10:00 P.M.

	<u>12/1/15</u>	<u>6/1/16</u>	<u>12/1/16</u>	<u>6/1/17</u>	<u>12/1/17</u>	<u>6/1/18</u>	<u>12/1/18</u>	<u>6/1/19</u>
Servers - 4 Hours or less (includes set-up and clear-off)	\$23.21	\$23.31	\$23.41	\$23.51	\$23.61	\$23.71	\$23.81	\$23.91

(b) Servers shall serve fifteen (15) guests unless as noted in 1(c), then:

(c) Additional guests will be sixty cents (60¢) each.

(7) (a) Wages: Buffets

	<u>12/1/15</u>	<u>6/1/16</u>	<u>12/1/16</u>	<u>6/1/17</u>	<u>12/1/17</u>	<u>6/1/18</u>	<u>12/1/18</u>	<u>6/1/19</u>
Servers before 2:00 p.m.- 3 hours or less (includes set-up and clear-off)	\$18.44	\$18.54	\$18.64	\$18.74	\$18.84	\$18.94	\$19.04	\$19.14
Servers after 2:00 p.m. - 4 hours or less	\$22.81	\$22.91	\$23.01	\$23.11	\$23.21	\$23.31	\$23.41	\$23.51

(b) The Employer shall schedule one (1) server to serve as a buffet attendant for every 200 guests, in addition to the one server for every thirty-five (35) guests.

(c) Additional guests before 2:00 p.m. - sixty cents (\$.60) each. Additional guests after 2:00 p.m. – seventy-five (\$.75) each. Buffet is defined as a table set up of china, flatware, rolled silverware, water glass, salt and pepper and a seat for every guest.

(8) **Follow-up Service:** Follow-up service is a function when the main entree is served from the main floor and servers are required to service all areas with the main entree in follow-up order.

(9) **French Service:** French Service shall be when any portion on the main course is French served, or when any three or more courses are French served, excluding beverage, rolls, butter, sauces, etc.

(10) Servers shall only be required to serve ten (10) guests per server on French service; if additional guests are served, it shall be ninety cents (90¢) per additional guest.

(11) **Dead Work:** Dead work or work done in excess of the above-listed shifts shall be compensated for at a premium rate to the one-half (1/2) hour in excess of the above listed function rates.

	<u>12/1/15</u>	<u>6/1/16</u>	<u>12/1/16</u>	<u>6/1/17</u>	<u>12/1/17</u>	<u>6/1/18</u>	<u>12/1/18</u>	<u>6/1/19</u>
Dead Work	\$7.13	\$7.23	\$7.33	\$7.43	\$7.53	\$7.63	\$7.73	\$7.83

When banquet servers are called upon to serve more than one function, they shall be paid, in addition to their guaranteed function rate, one-half additional rate for each additional function served, providing the functions are served within the same period.

A service charge of 24% shall be added to all food and beverage banquet checks. This service charge should be divided as follows:

- (a) **Food Service:** 15% to the servers
2 ½% to captains and head-servers
- (b) **Liquor Service:** *75% of 13% to the banquet bartenders
25% of 13% to servers
2 ½% to captains and head-servers

When bartenders place buckets of beer on tables and clear buckets off tables, the gratuity shall be 75% of 13% to the bartenders and 25% of the 13% to the servers.

In the event it is stated on the function sheet for the replenishment of beer in the buckets and the bartenders are unable to do this and the servers do this, the gratuity shall be 50% of 13% to the bartenders and 50% of 13% to the servers.

When bartenders place buckets of beer on tables before the function and the servers clear buckets of beer from the tables at the end of the function, the gratuity shall be 50% of 13% to the bartenders and 50% of 13% to the servers.

When bartenders service servers by delivering the beer and buckets to the servers, the gratuity shall be 25% of 13% to the bartenders and 75% of 13% to the servers.

*(1) When a bartender is not employed, the 13% liquor service charge shall go to the server.

- (2) When a server is not employed, the 13% liquor service charge shall go to the bartender.
- (3) When a bartender or server is not employed in liquor service, the 13% liquor service charge shall go to the bar porter or bus attendant setting up the function.
- (4) If no servers are employed at liquor functions and bar porters or bus attendants are used to set-up and clear, seventy-five percent (75%) of the 13% liquor service charge goes to bar porters or bus attendants.

(11) Hors d'oeuvres service: The servers working Hors d' oeuvres shall share the hors d'oeuvres 13% equally, 2-1/2% to captains and head servers.

When bartenders work the service bar (a bar where the bartender's primary job is to service the servers), they shall receive 25% of the 13% liquor gratuity, and servers shall receive 75% of the 13% liquor gratuity. When bartenders work the front bar (a bar where the bartender's primary job is to serve guests directly), they shall receive 75% of the 13% liquor gratuity and servers shall receive 25% of the 13% liquor gratuity. When bartenders work a combination front/service bar (a bar where the bartenders serve both guests and servers), they shall receive 50% of the 13% liquor gratuity and servers shall receive 50% of the 13% liquor gratuity. The gratuity on wine or champagne shall be shared equally among the servers.

	<u>12/1/15</u>	<u>6/1/16</u>	<u>12/1/16</u>	<u>6/1/17</u>	<u>12/1/17</u>	<u>6/1/18</u>	<u>12/1/18</u>	<u>6/1/19</u>
Banquet Captain	\$16.83	\$17.03	\$17.23	\$17.43	\$17.63	\$17.83	\$18.03	\$18.23
Banquet House Attendant	\$15.02	\$15.22	\$15.42	\$15.62	\$15.82	\$16.02	\$16.22	\$16.42
Back Aisle Attendant	\$15.71	\$15.91	\$16.11	\$16.31	\$16.51	\$16.71	\$16.91	\$17.11
Bar Porter	\$15.02	\$15.22	\$15.42	\$15.62	\$15.82	\$16.02	\$16.22	\$16.42

Specific Working Conditions

- (1) During their regular periods of work as specified in the wage section above, Hosts may be assigned side work (related in any way to the function being worked) for periods when they are not serving or on their meal break.
- (2) Banquet servers may be required to set-up and clear their own assigned stations. Servers may be requested but not required to either set-up or clear other than their own assigned station, except where a team method of set-up and/or clear is used.
- (3) Banquet bus attendants, when used, shall assist the servers, but receive their assigned banquet duties from supervisors only.
- (4) Banquet servers working bar parties with tickets instead of cash shall be paid \$14.00 for 4 hours or less unless a gratuity charge is included in the ticket price. One server shall be employed for every 50 people served.

- (5) Captains shall be defined as persons who greet guests, escort them to tables, make the station and shift assignments, supervise other Banquet Hosts, prepare and perform table side service, 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. Banquet Servers will also greet customers as needed.
- (6) No cash collections or plate passing of any kind by banquet servers shall be permitted.
- (7) Banquet Hosts whose rates do not appear in the Banquet Wage Schedule shall be paid the rate listed for their classification.
- (8) Banquet servers, after completion of their party work, may be transferred to the dining room to work with checkbooks at the prevailing rate for servers. Banquet servers shall not be transferred when a full-time server is on layoff in a dining room.
- (9) Banquet Hosts shall be entitled to one meal for each meal worked, meals to be eaten on Employer's time but when Hosts are not busy, and at such times as not to interfere with the efficient operations of the Hotel. Time allowed for meals shall not exceed one-half hour for each meal worked. The stations of any Host during his eating period shall be covered by other Hosts whenever necessary or required.
- (10) If any extra gratuity or extra remuneration is left by the party holding or sponsoring the banquet, for the Hosts who are employed at the banquet, the full amount thereof shall be made known to those in charge of the banquet. The amount of such gratuity or extra remuneration shall be distributed to the Hosts working the banquet, with any captains, head servers who supervised or were in charge of the banquet to participate on the same basis as provided in the agreed contract distribution.
- (11) The Union reserves the right to see that the distribution of the fixed gratuity and extra gratuity of remuneration is in accordance with the terms of the collective bargaining agreement.
- (12) Banquet servers shall not be required to sweep, mop, or vacuum floors, wash glasses or silverware, move pianos, tables or chairs, or do other house attendants' or porters' work, or pick up broken glass. 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.
- (13) Banquet servers assigned to work a private party in suite shall be paid the hourly rate \$4.65, plus the 15% service charge on all food and beverages served unless a captain is assigned to work the party, in which case the server shall receive 15% and the captains 2-1/2%.
- (14) Full-time Banquet Hosts shall receive all benefits of the collective bargaining agreement as a regular Host unless otherwise specified. Part-time Banquet Hosts shall receive benefits on the same basis as other part-time Hosts. Pool Status Banquet Hosts shall receive only the benefits specifically stated for Pool Status Hosts or as further specified. Full-time banquet servers shall be limited to a maximum of 28.
- (15) All full-time and part-time banquet servers shall be paid holiday pay on the holidays set forth in Article 6. Holiday pay shall be \$36.00 per day.
- (16) Pool Status Banquet Servers' New Year's Eve rate after 6:00 p.m. shall be \$40.60 hours or less, and an additional \$8.00 for breakfast.

- (17) Banquet servers shall have one fixed day off each week. Servers may voluntarily change their day off with management approval. The consecutive 6th day overtime provisions shall not apply to banquet servers.
- (18) Stewarding Department Hosts shall not work split shifts. Stewarding Department Hosts who work banquets may, in addition to their other duties, be assigned to assist in the dishing up of individual portions for banquets.
- (19) Lead Banquet House Attendants: When a banquet house attendant serves in the capacity of "leader" he/she shall be paid an additional ten (\$10.00) dollars per day for each day they perform these duties.
- (20) Banquet House Attendants shall be supplied with work gloves.
- (21) Banquet Bartender Pool Status employed after January 1, 1985, and banquet bartender regulars hired after January 1, 1985, may be employed at a four-hour rate (one-half of the eight-hour shift rate), plus one dollar (\$1.00) per day. All full-time and part-time banquet bartenders presently employed for full shifts will not be replaced by four-hour Pool Status Bartenders, providing for this purpose, full-time Hosts shall only be protected for eight (8) hours per day, five (5) days per week.
- (22) When a guest is charged, House Attendants will receive additional money, in accordance with the current practice, for boxes and for each 100 pounds.
- (23) Once a banquet room is set and the guest requires a change in the type of set-up (ex. theater to classroom style), then if the Employer charges the guest for the change in room style, fifty (50%) percent of the amount charged shall be divided equally among the banquet housemen working on the shift in which the change occurs.
- (24) In the event the banquet service charge rises above **twenty four (24%)** percent, the servers will receive one-half of the increase and the Employer will retain the other half.
- (25) If a server who has served a function in one banquet area is required to move any portion of a food or beverage to another banquet area to be serviced, the server shall receive a fifty (\$50) dollar service fee.
- (26) Individual size bottles of water placed on the table, shall be the primary responsibility of the Banquet Server paid at 15.5% gratuity based on the retail value. In the even Banquet Houseman put down the bottle water, Banquet Houseman shall be paid the 15.5% gratuity based on the retail value.

Side Letter: Banquet Department

Marriott agrees to pay pool status and any new hires hired after 1/1/16 the contractual function rates. All current banquet servers on payroll prior to 12/31/15 will continue to receive the higher function rates.

Banquet Server rates hired prior to 12/31/2015.

	<u>12/1/15</u>	<u>6/1/16</u>	<u>12/1/16</u>	<u>6/1/17</u>	<u>12/1/17</u>	<u>6/1/18</u>	<u>12/1/18</u>	<u>6/1/19</u>
Breakfast & Lunch	\$22.91	\$23.01	\$23.11	\$23.21	\$23.31	\$23.41	\$23.51	\$23.61
B/L Buffets	\$23.91	\$24.01	\$24.11	\$24.21	\$24.31	\$24.41	\$24.51	\$24.61
Dinner Platted	\$29.61	\$29.71	\$29.81	\$29.91	\$30.01	\$30.11	\$30.21	\$30.31
Dinner Buffets	\$30.61	\$30.71	\$30.81	\$30.91	\$31.01	\$31.11	\$31.21	\$31.31
Coffee Breaks 8 hrs.	\$56.73	\$56.83	\$56.93	\$57.03	\$57.13	\$57.23	\$57.33	\$57.43

**SCHEDULE F ~
FRONT OFFICE and CONCIERGE HOSTS**

**DAILY/HOURLY RATES EFFECTIVE FOR THE PERIOD FROM:12/1/2015 –
11/30/2019:**

All new hosts in the classifications covered by this Schedule shall be paid fifty cents (50¢) per hour (17.5¢ per hour for tipped classifications) less than the rates specified during the first six (6) months of continuous employment. At the end of such continuous six (6) month period, the Host shall earn the rate specified.

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

Add

Lead Front Desk Agent 16.46 16.66 16.86 17.06 17.26 17.46 17.66 17.86.

	<u>12/1/15</u>	<u>6/1/16</u>	<u>12/1/16</u>	<u>6/1/17</u>	<u>12/1/17</u>	<u>6/1/18</u>	<u>12/1/18</u>	<u>6/1/19</u>
Front Office Agent	\$15.46	\$15.66	\$15.86	\$16.06	\$16.26	\$16.46	\$16.66	\$16.86
Front Office Agent 6-hour rate (following rate plus \$1.00 per day)	\$14.76	\$14.96	\$15.16	\$15.36	\$15.56	\$15.76	\$15.96	\$16.16
Rooms Controller	\$16.46	\$16.66	\$16.86	\$17.06	\$17.26	\$17.46	\$17.66	\$17.86
Concierge	\$16.25	\$16.45	\$16.65	\$16.85	\$17.05	\$17.25	\$17.45	\$17.65
Concierge/ Lounge	\$16.25	\$16.45	\$16.65	\$16.85	\$17.05	\$17.25	\$17.45	\$17.65
Concierge Attendant/Runner	\$14.77	\$14.97	\$15.17	\$15.37	\$15.57	\$15.77	\$15.97	\$16.17
Checkroom Attendant Pool Status – 4 Hrs (Coats and Hats)	\$16.49	\$16.69	\$16.89	\$17.09	\$17.29	\$17.49	\$17.69	\$17.89
Checkroom Attendant (Coats and Hats)	\$15.02	\$15.22	\$15.42	\$15.62	\$15.82	\$16.02	\$16.22	\$16.42

Hospitality Hostess	\$15.00	\$15.20	\$15.40	\$15.60	\$15.80	\$16.00	\$16.20	\$16.40

SPECIFIC WORKING CONDITIONS

(1) Hosts covered by Schedule "F" shall not work split shifts. Such Hosts may be scheduled for six hours, in which case they shall be paid 3/4 the daily rate plus \$1.00 per day.

(2) Hosts shall receive a 30-minute meal period. Such meal period shall be on Marriott's time. Hosts shall, in addition, receive a 15-minute relief period in the first four (4) hours of their scheduled work day and a subsequent 15-minute relief period in the second four (4) hours of their work day. Such relief periods shall be considered as time worked. The meal period, when business permits, shall be scheduled no sooner than two (2) hours after nor later than six (6) hours after the Host's starting time.

(3) Hosts covered by this schedule shall receive an Employer-provided meal on each day they work at the Hotel.

(4) Trainees shall not be permitted to bid work schedules during the training period.

(5) For Rooms Controller Classification only: All incumbents currently earning more than the CBA rate for their position, will be "red circled" and receive their increases in quarterly, lump sum installments, until their current rate and the CBA rate are equal.

(6) For Concierge/Lounge only: All incumbents will have their annual increases added to their base rate. Changes for the above position will take effect on the 1st Saturday after ratification.)

(7) **Front Desk Room Upgrade Incentive Program Trial Period.** The parties agree to discuss the possible implementation of a Front Desk Upgrade Incentive Program trial period during the first twelve (12) months following ratification.

(8) When daily occupancy rates are projected to be at or below 25% (based on Tuesday projections at the time the schedules are created), the Hotel, at its discretions, may choose not to schedule a Food Runner for the Concierge Lounge on such days. The Concierge Lounge Attendant shall be responsible for performing the duties and responsibilities of the Food Runner, including but not limited to all food handling duties, in addition to performing the Concierge Lounge Attendant duties and responsibilities, on such days.

**LETTER OF UNDERSTANDING ~
FRONT OFFICE/AT YOUR SERVICE SCHEDULING**

The Union maintains that the current language of Section 3.15, as revised during the 2011-2012 negotiations, should continue. This Letter of Understanding shall apply solely to Front Office/At Your Service Hosts' ("FO/AYS Hosts") scheduling and bumping.

The bumping rights set forth in Section 3.15 shall not apply to the Hosts in the Front Office and At Your Service classifications except as agreed and stated in this Letter of Understanding.

Each quarter, FO/AYS Hosts shall inform the Front Office manager of the other classifications within the Front Office Department, in which they have seniority rights (and for which no additional training is

necessary), and into which they would agree to be scheduled in the event that the Employer is unable to schedule them for five days of work in their current classification.

In preparing the weekly schedule, the Employer shall use the following procedure with the goal of providing each FO/AYS Host with five days' work during the FO/AYS Host's workweek. The Employer shall first attempt to schedule each Host to five days of work each workweek in his or her current classification. If the Employer is unable to do so – i.e., there is a lack of available work – then the Employer shall attempt to provide the FO/AYS Host with five-day workweek by scheduling him or her to shifts in any of the above quarterly-designated Front Office department classification(s). In the event that this process still does not result in a five-day workweek for any FO/AYS Host who also has seniority rights in a classification outside of the Front Office Department, then such Host shall inform the Employer, within twenty-four (24) hours after the weekly schedule is posted, that he or she is exercising bumping rights outside of the Front Office Department under 3.15 of the Collective Bargaining Agreement.

The Employer and the FO/AYS Host will jointly consult and cooperate with each other in order to achieve the goal of providing the FO/AYS Hosts five days of work in each of his or her workweeks. If the FO/AYS Host believes that this Letter of Understanding or his or her seniority is being violated, then such Host shall attempt to bring the violation to the Employer's attention as soon as practicable in order to allow the Employer to resolve the issue before the weekly work schedule commences and a grievance is filed.

**SCHEDULE G ~
CASHIERS**

**DAILY/HOURLY RATES EFFECTIVE FOR THE PERIOD FROM
12/1/2015 – 11/30/2019:**

All new hosts in the classifications covered by this Schedule shall be paid fifty cents (50¢) per hour (17.5¢ per hour for tipped classifications) less than the rates specified during the first six (6) months of continuous employment. At the end of such continuous six (6) month period, the Host shall earn the rate specified.

	<u>12/1/15</u>	<u>6/1/16</u>	<u>12/1/16</u>	<u>6/1/17</u>	<u>12/1/17</u>	<u>6/1/18</u>	<u>12/1/18</u>	<u>6/1/19</u>
Food and Beverage Cashiers	\$15.14	\$15.34	\$15.54	\$15.74	\$15.94	\$16.14	\$16.34	\$16.54
Room Service Cashiers and Order Takers	\$15.15	\$15.35	\$15.55	\$15.75	\$15.95	\$16.15	\$16.35	\$16.55

Specific Working Conditions:

- (1) Hosts covered by Schedule "G" shall not work split shifts.
- (2) Hosts covered by Schedule "G" who work as pool status shall be paid \$1.00 above the full-time rate.

(3) Four (4) and six (6) hour shifts shall be included in the following classifications; subject to seniority and scheduling provisions. Specifically, they shall not displace or undermine full time seniority Hosts, rights to full time schedules, or overtime; Food and Beverage Cashier.

(4) Hosts covered by Schedule "G" shall receive a 30-minute meal period. Such meal period shall be on Employer's time. Hosts shall, in addition, receive a 15-minute relief period in the first four (4) hours of their scheduled work day and a subsequent 15-minute relief period in the second four (4) hours of their work day. Such relief periods shall be considered as time worked. The meal period, when business permits, shall be scheduled no sooner than two (2) hours after nor later than six (6) hours after the Host's starting time.

**SCHEDULE H ~
AT YOUR SERVICE DEPARTMENT**

**DAILY/HOURLY RATE EFFECTIVE FOR THE PERIOD FROM
12/1/2015 – 11/30/2019:**

All new hosts in the classifications covered by this Schedule shall be paid fifty cents (50¢) per hour (17.5¢ per hour for tipped classifications) less than the rates specified during the first six (6) months of continuous employment. At the end of such continuous six (6) month period, the Host shall earn the rate specified.

	<u>12/1/15</u>	<u>6/1/16</u>	<u>12/1/16</u>	<u>6/1/17</u>	<u>12/1/17</u>	<u>6/1/18</u>	<u>12/1/18</u>	<u>6/1/19</u>
At Your Service Agent	\$15.45	\$15.65	\$15.85	\$16.05	\$16.25	\$16.45	\$16.65	\$16.85
At Your Service Runner	\$15.02	\$15.22	\$15.42	\$15.62	\$15.82	\$16.02	\$16.22	\$16.42

Specific Working Conditions

- (1) Hosts covered by Schedule "H" shall not work split shifts.
- (2) Hosts covered by Schedule "H" who work as pool status shall be paid \$1.00 above the full-time rate.
- (3) Hosts covered by Schedule "H" shall receive a 30-minute meal period. Such meal period shall be on Marriott's time. Hosts shall, in addition, receive a 15-minute relief period in the first four (4) hours of their scheduled work day and a subsequent 15-minute relief period in the second four (4) hours of their work day. Such relief periods shall be considered as time worked. The meal period, when business permits, shall be scheduled no sooner than two (2) hours after nor later than six (6) hours after the Host's starting time.
- (4) If an At Your Service Host is required to go to a guest room, they will be equipped with a radio, and will check in and out of the room for safety purposes.

(5) If an At Your Service Runner makes up a guest room bed and empty trash, he/she shall receive \$3.00 per room.

SCHEDULE I ~ GENERAL

(1) The following shall be considered "Departments," as that term is used in the collective bargaining agreement between the parties: Housekeeping, Front Office, Guest Services, Property Maintenance, Food and Beverage Outlets (each outlet), Outlet Beverage, Banquet Beverage, Banquets, Purchasing, Laundry/Valet, Culinary, Stewarding, F & B Cashiers, At Your Service, Health Club, Concierge, Gift Shop.

(2) All Hosts on the payroll or holding seniority at the Hotel on April 30, 1980, shall receive rates of pay of 25¢ per hour for all non-tipped classifications and 12.5¢ per hour for all tipped classifications over the amounts set forth in the collective bargaining agreement.

(3) Leaders, designated as such by the Employer, shall be paid not less than twenty-five cents (25¢) per hour more than the regular classification rate of the Hosts they lead. For purposes of computing this leader's premium, the regular classification rate shall not include the 1980 premium required by Paragraph 2 of this Schedule. All leaders currently making more than the 25¢ per hour referred to in this Paragraph 3 will retain their over-scale rates.

(4) Coordinators may direct the work of Hosts in other classifications and perform other non-supervisory duties as assigned. Beginning December 1, 1996, both new leader and new coordinator positions will be posted as required in Article 8. Neither the leader nor the coordinator may be scheduled for work in their lower classification in preference to a senior Host in that classification.

(5) Hosts who successfully achieve certification in classifications other than their own shall receive an additional five (5¢) cents per hour, in addition to their current hourly wage, for each classification they are certified in.

(6) In the event a tipped Host is granted back pay through the settlement of a grievance, or is awarded back pay through arbitration, the back pay computations shall include "declared tips" unless otherwise agreed or otherwise ordered by the arbitrator.

(7) Should there be a permanent change in essential functions of a classification (excluding combination jobs), management will advise the Union, and the parties will discuss the matter and agree on appropriate rate adjustments or other terms. Failing agreement, the grievance procedure may be utilized within sixty (60) days after the Employer's notice. Any rate adjustment shall be retroactive to the commencement of the change.

(8) Hosts hired after January 1, 1988, in the classifications covered by this Schedule shall be paid fifty cents (50¢) per hour (17.5¢ per hour for tipped classifications) less than the rates specified during the first six (6) months of continuous employment. At the end of such continuous six (6) month period, the Host shall earn the rate specified.

(9) Time clocks shall be recalibrated every ninety (90) days.

SIDE LETTER ~
BOX GRATUITY PAYMENT

The distribution of box gratuity shall be as follows:

1. Any payment for box delivery that is \$1000.00 or more shall be shared among all Banquet House Attendants, including those on a scheduled off day. Those on vacation or taking a personal day shall not be included.
2. Any payment for box delivery that is \$400.00 - \$999.00 shall be shared among all House Attendants that are scheduled to work that day. Those on a scheduled day off shall not be included.
3. Any payment for box delivery that is \$399.00 or less goes to the shift (am/pm) that delivers the boxes. The person or persons on afternoon or midnight shift that moves boxes for A.M. delivery shall be rotated on a seniority basis. The Lead banquet Attendant shall keep a log book so that proper rotation is assigned.
4. Only Management can designate which Banquet House Attendants are eligible for box delivery payments on the pay our sheet.

The distribution of box gratuity for the Banquet House Attendants, shall be as follows:

Boxes = \$1.00 each
Cases = \$5.00 each
Crates = \$10.00 each

\$20.00 every 50lbs. for everything over 49lbx (starting at 50lbs.)

