

AGREEMENT

BETWEEN

**WESTIN DETROIT
METROPOLITAN AIRPORT**

AND

UNITEHERE!** LOCAL 24**

MAY 1, 2017 THROUGH JULY 31, 2022

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AGREEMENT

This Agreement, effective the 1st day of May 2017, between Hotel Investors of Michigan, Inc. (the "Employer"), a subsidiary of Marriott International, Inc., operating The Westin Detroit Metropolitan Airport, party of the first part, hereinafter referred to as "Westin," and UNITE HERE Local 24, AFL-CIO, party of the second part, hereinafter referred to as the "Union."

TOTAL QUALITY

Total quality means that we are committed to honoring the expertise of those, who "do the job" and sincerely wish to develop ways to help them reach their fullest potential. We are continuously striving to recognize our employees as our most valuable resource, as people with unique views and important ideas who are capable of contributing considerably more to their work environment. Westin and the Union agree that in order to make the Westin a premier Hotel, we need to provide a more innovative and responsive environment that allows employees equal involvement in a partnership between Union and management.

POSITIVE LABOR RELATIONS

A joint labor-management committee shall meet for the purpose of discussing matters that would positively improve the workforce, labor-management relations, and the Westin's operations and business. Such meetings shall include up to one employee from each department designated by the Union (in writing, prior to the schedule for that week being prepared), Union Representatives, and Westin representatives. However, if a meeting concerns only one department, more than one employee may attend where the parties mutually agree and arrange for in advance.

The committee shall meet at the request of either party not more often than once per quarter, unless otherwise mutually agreed. The subject matters of the committee meetings shall be limited to the written agenda items exchanged by the parties seven (7) days in advance. Employees in attendance shall not be paid by the Employer and such time shall not be considered work time, unless the Employer requests an employee to attend or agrees that such time shall be paid. Grievances, complaints, and similar issues shall not be discussed. Both the Employer and the Union shall give good faith consideration to the views expressed in the meetings. Both parties shall respond to the other's agenda items in writing within fourteen (14) days after the meeting.

ARTICLE 1 – RECOGNITION - UNION MEMBERSHIP

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

Managerial, supervisors, maintenance engineers, accounting and clerical employees, confidential employees, guards, and security personnel are excluded from this Agreement.

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

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

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

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

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

1.3 Check-off. (a) Westin agrees to deduct monthly membership dues, initiation/reinstatement or other fees in such sums as are established by the Union in accordance with its constitution and by-laws, from the weekly pay of each employee. The amount of the weekly dues deduction shall be determined by the required monthly dues divided by 4.333. No such sums shall be deducted from an employee's wages until the employee has voluntarily signed a card authorizing such deductions. Such assignment shall be irrevocable for a period of one (1) year, or the termination of this Agreement, whichever first occurs. A Union representative shall be afforded the opportunity to meet with new hires for up to thirty (30) minutes at the end of Westin's orientation or new hire meetings or within the first thirty (30) days of employment if the Employer does not hold an orientation session within that time frame without Employer representatives present to present dues check-off/membership forms and other

Union information to employees, without Employer representatives present. The Union shall provide advance written notice of any Union representatives designated to conduct such session. New hires participating in the session will be on paid time. The Union shall not make any disparaging comments about the Employer during such sessions. The Employer shall remain neutral on the decision of Union membership.

(b) If notice of revocation is not given prior to the end of such period, the authorization shall be automatically renewed for successive periods of one (1) year thereafter, with the same privilege of revocation at the end of each such period. The money so authorized shall be deducted from the employee's paycheck each week and remitted to the Union. Such remittance shall be made on forms supplied by the Union, setting forth the names, addresses, job classifications, starting date of new employees and social security number of employees. Upon completion of thirty (30) calendar days of employment, Westin agrees to add the names of all newly-hired employees to such check-off. Westin agrees to remit the weekly dues for such employees upon the signing of authorization cards by them.

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

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

(e) Employer to Remain Neutral: In the event that the Hotel becomes subject to a state or federal right to work law, the Employer agrees to remain neutral with respect to any of its employees' or prospective employees' decisions regarding membership in or support for the Union. The Employer, its supervisors, managers and other agents will not take any action or make any statement that directly or indirectly states or implies any opposition to Union membership or to the selection or maintenance of the Union as the employees' collective bargaining representative, and will not encourage or assist employees either directly or through third parties to terminate Union membership, revoke dues checkoff authorization or invoke any right to reduce financial support to the Union. The Employer will inform any employee who inquires about Union membership or support that the employee should contact the Union.

ARTICLE 2 – RECOGNITION OF UNION RIGHTS AND RESPONSIBILITIES

2.1 Union Investigations. Authorized representatives of the Union shall be permitted to visit the premises of Westin at all reasonable hours for the purpose of administering this Agreement. Union representatives shall advise Human Resources (or Security in the absence of Human Resources) of their presence immediately upon entering the Hotel. Representatives of the Union shall not interfere with the operations of Westin while transacting such Union business.

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

2.3 Union Meetings. Union officers and stewards shall be excused to attend Union meetings, without pay, upon reasonable notice to Westin.

2.4 Union Conventions. Duly elected delegates to Union conventions or assemblies shall be excused from work, without pay, for the purpose of attending such conventions or assemblies without any loss of rights or privileges upon reasonable notification to Westin. 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, provided that no more than one (1) employee from each department per shift shall be a delegate.

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

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

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

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

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

**ARTICLE 3 –
WORK WEEK - HOURS OF WORK -
REPORTING FOR WORK - DEFINITIONS OF FULL-TIME EMPLOYEE,
PART-TIME EMPLOYEE AND CASUAL EMPLOYEE**

3.1 Supervisors Performing Bargaining Unit Work. Managers, supervisors, and non-bargaining unit employees shall not perform the work of bargaining unit employees, except to cover breaks and absenteeism, rush periods, reasonable training periods, and emergency situations, provided that the Westin has made a reasonable effort under the circumstances to find a readily available qualified bargaining unit employee to perform the work. “Leads” covered by this Agreement may direct the work of employees and perform other duties as assigned by the Westin.

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

3.3 Overtime. Time and one-half shall be paid for all hours worked in excess of forty (40) hours within the workweek, which is defined as Sunday through Saturday. Additionally, time and one-half shall be paid for all hours worked as required by Westin on the sixth day of work within a workweek, regardless of whether the employee has worked forty (40) hours during the first five (5) days. Double time shall be paid for all hours worked as required by the Westin on the seventh day of work within a workweek. An employee who volunteers to work the sixth or seventh day of work in a workweek shall only be paid time and one-half for work over forty (40) hours during the workweek. There shall be no pyramiding of overtime. The provisions of this section shall not apply to banquet servers.

3.4 Scheduling. The Westin shall establish work schedules and offer employees by seniority a choice of days off and hours to be worked. Any changes in an employee’s work schedule for the following week (Sunday through Saturday) will be posted by Thursday of the preceding week. Westin shall have the right, once every thirty (30) days, upon giving seven (7) days’ notice, to change work schedules and/or to change the employees’ days off. Schedule changes can be made on less than seven (7) days’ notice and/or more often than every thirty (30) days only when necessary for unforeseen circumstances due to business conditions not known at the time the schedule was prepared.

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

(a) Employees shall work overtime only when requested to do so by their supervisors. When overtime is needed within a specific job classification in a department, it shall be offered to employees by seniority. In the event sufficient employees do not volunteer for the overtime required, employees in inverse order of seniority shall be required to work the overtime. Employees that give advance written notice to their department head of on-going outside commitments or responsibilities shall not be offered or required to work overtime in conflict therewith.

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

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

3.6 Overtime Pay. Overtime shall be paid to the employee on the payroll following the time worked. Any dispute concerning the overtime shall be discussed and resolved between the employee and/or union steward and the supervisor.

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

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

On an employee's day off, he/she will be required to attend Westin-scheduled meetings, only if the Westin guarantees a minimum of four (4) hours' pay at the applicable rate. Under any other circumstances, meetings on the employee's day off shall be voluntary as to that employee. Tipped employees attending a mandatory or voluntary meeting on a day off, or that is added to the beginning or end of a regular shift, shall be paid the employee's vacation rate (see section 5.2) prorated hourly.

3.8 Full-Time, Part-Time, and Casual Employees. (a) A full-time employee is defined as an employee who works and/or is paid for an average of at least thirty (30) hours per week. The average number of weekly hours shall be measured each calendar quarter. An employee shall not lose full-time status unless the employee fails to meet this thirty (30) hour definition for two (2) consecutive calendar quarters. The Westin shall advise an employee in writing when he/she fails any quarterly test, and further advise the employee of the employee's

change of status if he/she fails a second consecutive quarterly test. When business permits, management will strive to provide each full-time employee with forty (40) hours of work each week.

(b) A part-time employee is defined as any regular employee who does not meet the full-time definition. To be reclassified as full-time, a part-time employee must pass the above-described quarterly full-time test for two (2) consecutive calendar quarters and request a change of status.

(c) A casual employee is any employee called by Westin for special work assignments (i.e., banquets, etc.).

Notwithstanding these definitions, every employee who was classified as full-time prior to May 1, 2006 shall remain full-time, provided he/she continues to meet the full-time definition under the parties' first collective bargaining agreement.

3.9 Full-Time Banquet Servers. The Westin shall continue to employ five (5) full-time banquet servers who shall not be subject to the minimum hours requirement to maintain full-time status, provided each server is available when needed for full-time banquet work. These full-time servers shall receive all the benefits of a full-time employee subject to this Agreement, except as otherwise stated (e.g., overtime). For purposes of banquet scheduling and transfers (see section 3.10), these five (5) banquet servers shall be considered the only "full-time" banquet servers. The Employer shall continue to endeavor to provide, as business permits: (1) each full-time banquet server in seniority order with up to 40 hours, then (2) equitably maximize the schedules of all full-time banquet servers, prior to scheduling other banquet servers (except when a banquet function(s) requires more than five (5) servers simultaneously). All other banquet servers, regardless of whether they are full-time for purposes of benefits, shall be considered either "part-time" or "casual" for purposes of banquet scheduling.

3.10 Transfers Between Full-Time and Part-Time Within Same Classification. When an employee voluntarily transfers from full-time to part-time, the employee shall be placed at the bottom of the part-time seniority list for purposes of scheduling. When an employee is involuntarily transferred from full-time to part-time, the employee shall be placed at the top of the part-time seniority list for purposes of scheduling. When an employee transfers from part-time to full-time, the employee shall be placed at the bottom of the full-time seniority list for purposes of scheduling.

3.11 Part-time Scheduling. A part-time employee, including a part-time banquet server as defined in section 3.9, shall be scheduled by seniority for those days left available after all full-time employees have received the scheduled amount of time on which they bid. There may be no specified weekly hours or set schedules for part-time employees; the Westin shall endeavor to notify part-time employees of their work schedules for the week by Thursday of the preceding week. Part-time employees who have completed their probationary period shall be on a list maintained by the Westin, and their first obligation shall be to work for the Westin.

3.12 Other Banquet Scheduling. After scheduling full-time and part-time banquet employees (see sections 3.9 and 3.11), the Westin shall utilize qualified non-banquet bargaining unit employees before all others. The Westin shall not permit outside caterers to be used in lieu of bargaining unit employees unless necessary to obtain the banquet business (e.g., Kosher, ethnic, etc.).

3.13 Meals and Breaks. The Westin shall provide employees with wholesome and nutritious meals during employee meal breaks in accordance with the attached Schedules. Meals shall be furnished under sanitary conditions in the employee cafeteria. Employees who work the third shift who are not able to take a meal break shall be paid for any meal break time they work, upon obtaining prior management approval for each break. Employees shall receive one (1) unpaid meal break, not to exceed one-half hour during each shift over five (5) hours, and one (1) paid fifteen-minute breaks during each four (4) hour period worked. Meal breaks will, when business permits, be scheduled no sooner than two (2) hours and no later than six (6) hours after the employee's starting time. The station of any employee during his meal break shall be covered by another employee whenever possible, but if no other employee is available a supervisor shall cover.

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

3.15 Leaving Work Early. Any employee choosing to leave work early shall first obtain an approved voluntary leave slip (VLS).

ARTICLE 4 – WAGE RATES AND SPECIFIC WORKING CONDITIONS

4.1 Minimum Wage Scales. The wage rates set forth on the attached wage schedules shall be considered as minimum rates only and this Agreement shall not interfere with the right of employees to receive higher wages for superior knowledge, ability, merit, or any other reason. The non-listing of a job classification on the wage schedules shall not preclude the Union from representing any employees performing work of the same nature as that performed by employees covered by this Agreement. The attached wage scales reflect the following increases:

	Non-Tipped	Tipped
Aug. 1, 2018	5%	5%
Aug. 1, 2019	5%	5%
Aug. 1, 2020	4%	4%
Aug. 1, 2021	4%	4%

All bargaining unit employees who were on the Hotel payroll prior to April 30, 2018 shall be paid a one-time lump sum of one thousand and five hundred dollars (\$1,500), less applicable taxes and other lawful deductions.

4.2 Payment of Wages. Wages of all employees shall be paid weekly. Tipped employees shall receive their charged gratuities on their paycheck for the payroll period in which the charge is made. Casual banquet servers and banquet bartenders from the Union line-up shall be provided a voucher at the completion of the job; their checks shall be mailed to the Union. Employees working the third shift shall be given their paychecks by Security the night before a payday.

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

(b) The following shall be considered “departments,” as that term is used in this Agreement: (A) Kitchen, (B) Housekeeping and Laundry, (C) Outlets, (D) Banquets, (E) Guest Services, and (F) Service Express.

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

The Westin shall provide reasonable accommodations to employees with disabilities, pregnant employees, and employees with pregnancy-related conditions, as required by federal and state law. An employee that requests a reasonable accommodation shall not be subject to any form of retaliation

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

ARTICLE 5 – VACATIONS

5.1 Amount of Vacation. Full-time employees, upon completion of continuous employment with Westin as set forth below, shall receive vacations with pay as set forth herein.

Vacations may be taken in increments as short as one day, subject to the scheduling provisions of section 5.6:

- (a) Employees who have completed one (1) year of continuous service, but less than seven (7) years of continuous service with Westin - two (2) weeks' vacation;
- (b) Employees who have completed seven (7) years of continuous service, but less than eighteen (18) years of continuous service with Westin - three (3) weeks' vacation;
- (c) Employees who have completed eighteen (18) years of continuous service with Westin - four (4) weeks' vacation.

5.2 Computation of Vacation. Vacation pay shall be computed on the basis of eight (8) hours at the employee's straight-time hourly rate for each day of vacation. Vacation pay for tipped employees (Outlets — beverage server, food server, room service server; Service Express — luggage attendant, night luggage attendant, door attendant, bell captain, valet) shall be one hundred and twenty-five dollars (\$125.00) per day on January 1, 2019, which shall be increased to one hundred and thirty dollars (\$130.00) on January 1, 2021, and to one hundred and forty dollars (\$140.00) on January 1, 2022. Vacation pay for banquet tipped employees (captains, servers, and bartenders) shall be one hundred and thirty dollars (\$130.00) per day on January 1, 2019, which shall be increased to one hundred and thirty-five dollars (\$135.00) on January 1, 2020, to one hundred and forty dollars (\$140.00) on January 1, 2021, and to one hundred and fifty dollars (\$150.00) on January 1, 2022.

Employees shall be paid for vacation time in the regular paycheck for the pay period in which the vacation is taken. However, where an employee requests advance vacation pay on a form provided by the Westin at least two weeks prior to the date to be issued, the employee shall receive the vacation pay on a separate paycheck provided in advance of his/her vacation.

5.3 Layoffs, Discharge and Vacation Pay. If a full-time employee is laid off or discharged by Westin, except for reasons specified in Section 5.5 below, he/she shall receive his/her earned and accrued vacation pay.

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

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

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

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

Once the vacation schedule is posted, the most senior half of the eligible employees in the classification in the department shall indicate their preference within fourteen (14) days thereafter. The remaining employees shall then indicate their preference within the next fourteen (14) days. After all employees have indicated their vacation preference, any employee who must change their vacation period or who did not make their preference known within the above time limits, shall be granted a vacation during open weeks only. There shall be no bumping of vacation periods after the vacation schedule has been properly posted and bid upon.

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

5.7 Sale of Hotel and Vacations. In the event Westin sells the Hotel, or by any other means ceases to operate the Hotel, Westin shall pay each of its employees whose periods of employment shall have or will entitle them to a vacation, the cash equivalent of any vacation which said employees shall have earned to the date of the cessation of operations. In the event of the sale of the Hotel, 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 Westin bridged to his own period of operations.

ARTICLE 6 – HOLIDAYS

6.1 Holiday Pay. Full-time employees will be paid for eight (8) hours at their straight time hourly rate for the following holidays regardless of whether the employee works on the holiday, plus their straight time hourly rate for all hours worked on: Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. Part-time employees will be paid double their straight time hourly rate if said holidays are worked. Tipped employees' holiday pay for holidays not worked shall computed in the same manner as vacation pay.

On the day that an employee is sworn in as a U.S. citizen, the employee will be excused from work and will be paid the same amount as for a holiday that is not worked.

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

6.2 Holiday Pay Eligibility. In order to become eligible for holiday pay in accordance with the foregoing Section, an employee must work his/her last scheduled workday preceding and his/her first scheduled workday following said holidays unless the employee is on approved vacation, or ill with proof acceptable to the Westin.

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

6.4 Probationary Employees and Holiday Pay. Probationary employees shall not be eligible for holiday pay for a holiday not worked. Notwithstanding other provisions of this Agreement, such employees may be preferred by management for holiday work over other employees.

6.5 Layoff and Holiday Pay. An employee 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.

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

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

6.8 Not Applicable to Part-time and Casual Employees. The provisions of Article 6 shall not apply to cover part-time or casual employees except as provided in Section 6.1 above.

ARTICLE 7 – HEALTH - WELFARE – PENSION - 401(k) PROGRAM

7.1 Health Insurance Program. Full-time employees covered by this Agreement shall be permitted to participate in the Employer's insurance program on the same terms and conditions as all of the Employer's supervisors, managers, and other employees not covered by this Agreement. However:

Effective January 1, 2019, no employee shall be required to pay more than fifteen percent (15%) of the premium for Individual coverage under the Gold Plan or more than thirty-five percent (35%) of the premium for individual (you) plus spouse, you plus child(ren), or you plus family coverage under the Gold Plan;

Effective January 1, 2020, no employee shall be required to pay more than fifteen percent (15%) of the premium for Individual coverage under the Gold Plan or more than twenty-five percent (25%) of the premium for individual (you) plus spouse, you plus child(ren), or you plus family

coverage under the Gold Plan;

Effective January 1, 2021, no employee shall be required to pay more than ten percent (10%) of the premium for Individual coverage under the Gold Plan or more than twenty-five percent (25%) of the premium for individual (you) plus spouse, you plus child(ren), or you plus family coverage under the Gold Plan;

Effective January 1, 2022, no employee shall be required to pay more than five percent (5%) of the premium for Individual coverage under the Gold Plan or more than twenty-five percent (25%) of the premium for individual (you) plus spouse, you plus child(ren), or you plus family coverage under the Gold Plan.

Except for the express terms of this paragraph, any question arising in connection with the Employer's insurance program is specifically excluded from the grievance and arbitration procedures contained in this Agreement. The Westin shall provide the Union with a copy of a Summary Plan Description any time there are changes to the insurance program, but no later than sixty (60) days prior to implementation.

7.2 Pension Plan. The Westin shall continue to be a participating employer in the UNITE HERE Retirement Fund ("Fund"). The Westin is a party to the Agreement and Declaration of Trust dated January 14, 1949, as amended, which established the Fund as a jointly administered Union-Management trust fund to provide benefits (in accordance with a written pension plan incorporated herein by reference) for employees of Participating Employers, which term may include the Fund, the Union or subordinate organizations. The Westin further agrees and consents to the Employer-designated Trustees of said Fund to serve as such in accordance with the aforesaid Agreement and Declaration of Trust.

The Westin shall contribute to the Fund as required by the rehabilitation plan, on or before the tenth of each month, an amount per full-time employee covered by the collective bargaining agreement as indicated below:

June 2017	\$0.78
June 2018	\$0.83
June 2019	\$0.92
June 2020	\$1.00
June 2021	\$1.09

Said amounts shall be paid for each hour compensated during all payroll weeks ending in the prior calendar month. The Westin shall be required to contribute for new full-time employees beginning with all hours compensated on the first of the month following completion of six (6) calendar months of employment. All contributions shall be payable to the UNITE HERE Retirement Fund, and shall be remitted to the office of the Fund.

The Westin shall submit monthly a list showing the names and Social Security numbers of all employees who are compensated by the Westin during the period covered, the number of hours worked or compensated, and the resulting contributions due (the "Contribution Report").

The Trustees may at any time have an audit made by a duly authorized representative of the payroll and wage and other relevant financial records of the Westin in connection with the said contributions and/or reports.

In addition to any other remedies to which the Union or the Fund may be entitled, if the Westin (a) is in default in its contributions for one or more months; (b) is delinquent in submitting a Contribution Report to the Fund for one or more months; (c) refuses to permit the Fund to conduct an audit; or (d) is shown by an audit to owe contributions and/or Contribution Reports to the Fund, it shall pay to the Fund any unreported or delinquent contributions plus interest, retroactive to the due date, at a rate fixed by the Trustees. In addition, if the Fund commences an action to enforce its rights to collect contributions, obtain Contribution Reports, and/or conduct an audit, the Westin shall pay, in addition to the amounts set forth above, the greater of 20% liquidated damages on any unreported or delinquent contributions or double interest and all expenses associated with collecting any unreported or delinquent contributions or delinquent Contribution Reports or enforcing the Fund's right conduct an audit, including, but not limited to, costs and legal fees.

401(k). The Westin shall continue participating employer in the UNITE HERE Retirement Fund's National Plus Plan (hereinafter called the "Plan"). The Westin agrees to be bound by the Agreement and Declaration of Trust of the UNITE HERE Retirement Fund as may be amended from time to time. The Westin further agrees and consents to the Employer-designated Trustees of the said Fund to serve as such in accordance with the aforesaid Agreement and Declaration of Trust.

The Westin also agrees to forward to the Fund on behalf of each employee covered by the Collective Bargaining Agreement who has completed at least six months of employment, before the tenth of each month, for all payroll weeks ending in the prior calendar month, employee contributions made as provided for herein. Employees may contribute on a voluntary payroll deduction basis and such deductions will be made based on a percentage of pay.

The Westin agrees to pay, before the tenth of each month, the \$10.50 Enrollment Fee for each employee newly enrolled in the prior calendar month. The Westin shall not be required to pay any other Plan expense or fee, nor shall the Westin be required to make any contribution to the Plan.

The Westin shall submit monthly, a list showing the names and Social Security numbers of all employees in the amount of employee contributions, and the resulting contributions due. If contributions are made on a cents per hour basis, hours compensated must also be reported (the "Contribution Report").

The Trustees may at any time have an audit made of the Westin's payroll and wage records and other relevant financial records of the Westin in connection with the said contributions and/or reports.

In addition to any other remedies to which the Union or the Fund may be entitled, if the Westin (a) is in default in paying Enrollment Fees for one or more months; (b) is delinquent in

submitting a Contribution Report to the Fund for one or more months; (c) refuses to permit the Fund to conduct an audit; or (d) is shown by an audit to owe employee contributions and/or Contribution Reports to the Fund, it shall pay to the Fund any unreported or delinquent contributions plus interest, retroactive to the due date, at a rate fixed by the Trustees. In addition, if the Fund commences an action to enforce its rights to collect contributions, obtain Contribution Reports, and/or conduct an audit, the Westin shall pay, in addition to the amounts set forth above, the greater of 20% liquidated damages on any unreported or delinquent contributions or double interest, and all expenses associated with collecting any unreported or delinquent contributions or delinquent Contribution Reports or enforcing the Fund's right to conduct an audit, including, but not limited to, costs and legal fees.

The Westin shall provide to the UNITE HERE Retirement Fund, on a timely basis, information the UNITE HERE Retirement Fund reasonably requests for the purpose of conducting non-discrimination testing for the National Plus Plan.

Full-time employees covered by this Agreement are not eligible to participate in the Employer's 401(k) plan, but such ineligibility shall not affect contributions previously made.

ARTICLE 8 – SENIORITY

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

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

8.3 Shift Bidding. Westin shall allow employees to bid schedules by signing a posting of preferences of days off and shift hours at least two (2) times each year, which shall include whenever a permanent full-time vacancy or promotion occurs in a classification covered by this Agreement, excluding those created by leave of absence or vacations, or a new permanent full-time position is created. The Employer shall send the Union a copy of the bid/preference form prior to posting. After posting, employees shall be allowed at least seven (7) calendar days to bid. The new schedule shall be implemented no sooner than fourteen (14) calendar days after the bid is completed.

8.4 Job Vacancies. Posting of job vacancies shall be up for seven (7) calendar days. When skill and ability are relatively equal, the senior bidder, first by department seniority, then by overall seniority, shall have preference over other employees, or other applicants. A

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

8.5 Probationary Period. New employees shall be considered probationary employees and shall not acquire any seniority rights until they have been employed sixty (60) days, which the Westin may extend for an additional thirty (30) days upon giving prior written notice to both the employee and the Union. Employees may be disciplined or discharged during the probationary period without recourse by the Union or the employee to the grievance and arbitration procedure.

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

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

8.7 Continuation of Seniority. Approved leaves of absence under Article 10, up to six (6) months, shall be considered as time worked in the computation of seniority.

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

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

(a) An employee who transfers may elect to return to his/her former job classification within forty-five (45) calendar days, with full seniority earned in the classification, and frozen seniority to his/her credit in the classification that he/she is leaving.

(b) An employee who transfers will continue to accumulate seniority in his original job classification. This seniority shall be recognized only in the event of a layoff in the new job classification, as provided in Section 8.9(d). The employee's seniority in all other job classifications, except the original, shall be based on time spent and will be frozen with each

transfer. In the event the original job classification no longer exists, the classification/department into which the employee first transferred shall become the employee's original job classification/department.

(c) An employee transferred to a supervisory position as defined in the Labor Management Relations Act of 1947, as amended, shall, for a forty-five (45) calendar day period commencing immediately after such transfer, if he/she is removed from the supervisory position by management, have the right to return to his/her former bargaining unit position in accordance with the provisions of this Article. When an employee does so return, he/she shall have seniority based on his/her previous length of service in the bargaining unit classification. If an employee occupies a supervisory position outside the bargaining unit for a period of forty-five (45) calendar days or longer, he/she shall lose all seniority rights. The Westin shall be free to discipline supervisory employees and they shall have no recourse to the grievance procedure concerning such discipline.

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

(b) When an employee is notified in writing, at the time of layoff he/she is to report back to work, he/she will report back at such time without further notice. When an employee is not notified at the layoff time when he/she is to report back to work, he/she shall be given three (3) days' advance notice (from delivery or attempted delivery of notice) of when to report back to work. This notice will be given by certified mail to the last address furnished the Westin by the employee, with a copy to be sent immediately to the Union.

(c) When a layoff occurs, the laid off employee will be given preference for any job openings in any department and/or classification before new employees are hired, provided the employee is qualified to perform the work required without training, as determined by the Westin. The involved employee shall be entitled to immediate recall to the department from which he/she was originally laid off according to his/her seniority, but he/she shall be entitled to only one such recall opportunity on each occurrence.

(d) In the event layoff becomes necessary, employees shall be allowed to bump the junior employee in their former job classification(s) in any department from which they had transferred, with full seniority that the employee had accumulated as provided in Section 8.9, provided as follows:

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

ARTICLE 9 – GRIEVANCE- ARBITRATION

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

9.2 Step One. If any grievances arise under the terms and provisions of this Agreement, the employees affected may, either directly or through the shop steward or representative of the Union, take the matter up with a Human Resources representative in an effort to effect a satisfactory settlement. All such grievances, including discharges, must be filed in writing by the employee with the Westin and the Union within two (2) weeks from the date the cause of the grievance occurred. Where the grievance concerns the rate or computation of pay, the grievance must be filed within two (2) weeks after the employee discovered the erroneous pay, in which case the grievance must first be filed within two (2) weeks after the employee receives the paycheck in question.

9.3 Step Two. The employee, a representative of the Union, and the Human Resources Director shall meet as soon as practicable, but no later than four (4) weeks after the grievance is filed, and endeavor to reach a satisfactory resolution. The Human Resources Director shall provide a written response to the grievance within one (1) week of the meeting with the Union, but no later than five (5) weeks after the grievance is filed in the event such meeting does not occur. The foregoing dates may be extended by mutual written agreement of the parties.

9.4 Step Three. If the representative of the Union is unable to reach a settlement with the Westin of the grievance, then such grievance may thereafter be submitted to arbitration by the Union giving written notice to the Westin and submitting therewith the names of three (3) arbitrators acceptable to the Union. Any grievance not submitted to arbitration within thirty (30) calendar days from the date of the Westin's step two grievance response shall be considered closed unless an extension of time is mutually agreed upon in writing. After a grievance has been submitted to arbitration, and prior to any arbitration hearing, the parties may mutually agree to mediate the grievance in an effort to resolve the dispute. The mediator shall be requested from the Federal Mediation and Conciliation Service (FMCS) at no cost to the parties. The Westin and the Union shall give good faith consideration to the recommendations of the mediator.

9.5 Selection of Arbitrator. The Westin shall within fourteen (14) days of receipt of the Union's submission to arbitration either select one (1) of the three (3) arbitrators proposed by the Union or counter-propose three (3) arbitrators acceptable to the Westin. The Union shall within fourteen (14) days of receipt of the Westin's counter-proposal either select one (1) of the three (3) arbitrators proposed by the Westin or request a panel of seven (7) arbitrators from the FMCS. The parties shall then select an arbitrator according to the rules of the FMCS. Upon the appointment of an arbitrator, the subject matter of the grievance shall be submitted to the

arbitrator. The decision of the arbitrator shall be final and conclusive upon both parties, and both parties agree to abide by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally between the parties.

9.6 Arbitrator's Authority. An arbitrator shall not have any right or authority to add to, subtract from, or modify the terms and provisions of this Agreement. Further, the renewal, extension, modification or amendment of this Agreement shall not be the subject matter of the arbitration procedure.

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

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

9.9 Limits on Disciplinary Write-ups. A copy of the disciplinary write-up (or discharge notice), reflecting both the level of progressive discipline and the policy/rule violated by the employee, shall be issued to the employee at the time of the disciplinary meeting, and the employee shall acknowledge receipt thereof. Disciplinary write-ups shall not be considered after twelve (12) months.

ARTICLE 10 – LEAVES OF ABSENCE

10.1 Medical Leaves. Medical leaves of absence without pay for reasonable periods of time, not to exceed six (6) months, shall be granted by Westin to employees for reasons of bona fide illness, including maternity leave. However, an employee may extend such leave for up to six (6) months, subject to section 8.6 (no additional accrual of seniority). Requests for medical leaves of absence shall, on the request of Westin, be accompanied by a doctor's certificate showing the nature of the illness and the estimated length of time the employee will be unable to perform their job, except in cases of extreme emergency, when a certificate shall be provided within a reasonable period of time. Upon the expiration of said leave, the employee shall furnish Westin with a statement signed by a physician establishing the fitness of the employee to return to their job. Westin reserves the right to have said employee examined by Westin's designated physician at no cost to the employee. If the physicians do not agree, then the Westin may

designate a third physician to further examine the employee to resolve any disagreement that might exist.

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

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

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

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

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

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

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

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.

10.3 Unpaid Personal Leaves. Leaves of absence without pay or benefits, not to exceed two (2) months in any one-year period, may be granted to non-probationary employees by mutual agreement between the Westin and the employee for other reasons.

10.4 Union Leaves of Absence. The Westin shall permit full leaves of absence for up to a total of six (6) months during any rolling twelve (12) month period for up to two (2)

employees at any one time to accept full-time employment with the Union, provided it does not interfere with the efficient operation of the Hotel. The Westin and the Union may mutually agree on alternative arrangements, including the number of employees and timing of Union leaves of absence. While an employee on a Union leave of absence shall not lose seniority, no employee shall accrue or be entitled to any Westin benefits or compensation during the term of such a leave. Employees on a Union leave of absence shall not represent any of the Employer's employees or be assigned to any Employer property. Upon completion of service with the Union, the employee shall be returned to his/her former classification at the employee's previous rate of pay, including any contractual increase.

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

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

ARTICLE 11 – RECOGNITION OF WESTIN AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

11.1 Management Rights. The Westin shall remain vested with full and exclusive control and direction of the management and operation of the hotel and its employees. By way of illustration, Westin retains the sole right:

- (a) To direct the work force and to determine the policies and methods of operating its business, except as expressly limited by the specific provisions of this Agreement;
- (b) To decide the number and type of machines, equipment, material, products, and supplies to be used or operated;
- (c) To determine the extent to which the hotel and/or its equipment, and the various departments/rooms, and sub-departments/rooms thereof, shall be operated, expanded, reduced, shut down, discontinued, merged, liquidated, subcontracted, or relocated;
- (d) To decide the amount of supervision and direction of the working force;
- (e) To be the sole and final judge of the qualifications of all applicants, with the absolute right to select and determine the employees it will hire;
- (f) To determine staffing levels for a department/room;

- (g) To establish or revise work schedules;
- (h) To introduce new, different, or improved methods and procedures in its operations, and to otherwise generally manage the business;
- (i) To set appearance, grooming, and dress standards;
- (j) To suspend, promote, demote, discipline, and discharge employees for just cause, or to transfer or layoff employees except as expressly limited by the specific provisions of this Agreement;
- (k) To make such rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective and efficient operation of the hotel, and/or the individual departments thereof.

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

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

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

11.5 Bank Audits. The Westin shall conduct bank audits in the presence of at least one bargaining unit employee.

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

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

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

11.9 Tip Reporting. Employees who receive cash tips of \$20 or more in a calendar month while working for the Westin, are required to report to the Westin the total amount of tips they receive. Employees who receive tips of less than \$20 in a calendar month are not required to report their tips to the Westin but must report these amounts as income on their tax returns and pay taxes, if any. Cash tips include tips received directly from customers, tips from other employees under any tip-sharing arrangement, and charged tips (e.g., credit and debit card charges) that the Westin distributes to the employee. Both directly and indirectly tipped employees must report tips received to the Westin.

ARTICLE 12 – LOCKER ROOM

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

ARTICLE 13 – UNIFORMS

13.1 Uniforms. If Westin provides uniforms, then Westin shall furnish three (3) uniforms and will launder/dry clean such uniforms. If Westin does not provide three (3) uniforms or if uniform control fails to provide the employee with a clean uniform on schedule, the employee may wear attire that is neat, pressed, clean and acceptable to Westin.

ARTICLE 14 – COMBINATION JOBS

14.1 Combination Jobs. When an employee occupies a position which combines two or more job classifications of work, then (except as otherwise provided) such employee shall be paid at the rate of the highest job classification during its duration for actual hours worked in the classification, provided the job assignments lasts at least one (1) continuous hour.

ARTICLE 15 – CROSS TRAINING/ASSIGNMENTS

15.1 Cross Training. In an effort to maximize the schedules of all full-time and regular part-time employees in the Hotel, voluntary cross-training will be developed and utilized. Disciplinary action will not be taken against an employee who declines to be cross-trained. Employees working outside their classification shall be considered “casual” employees and shall have no seniority rights in such classification.

15.2 Training Pay. All trainees shall be paid at the least minimum amount of wages negotiated in the Schedules. Management shall customarily train newly-hired employees. Where bargaining unit members other than leads are assigned and agree to train newly-hired employees, they shall receive one dollar (\$1.00) per hour in addition to their regular hourly wage.

ARTICLE 16 – OTHER BENEFITS

16.1 Other Benefits. The Westin shall continue to extend to all employees covered by this Agreement non-contractual benefits including, but not limited to tuition reimbursement, management referral incentives, and discounted rooms at other Employer properties on the same terms and conditions as non-bargaining unit employees. Such benefit programs and policies may be implemented, modified, or discontinued at the discretion of the Westin, provided there is no violation of another express provision of this Agreement and the Westin provides 30 days’ written notice of such changes to the Union and the employees.

16.2 Parking Passes. The Westin shall provide at its expense one parking pass for each employee desiring to park his/her personal vehicle in the Airport’s designated employee parking lot. However, to encourage Green commuting, employees who decline a parking pass shall be paid \$20.00 per month.

ARTICLE 17 – WORK INTERRUPTION

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

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

ARTICLE 18 – LEASES, SALES, ASSIGNMENTS, AND SUBCONTRACTING

18.1 Leases, Sales, and Assignments. In the event that the Westin sells, transfers, or assigns all or any part of its right, title, or interest in the operation covered by this Agreement, or substantially all of the assets used in such operation, or in the event there is a change in the form of ownership of the Westin, the Westin shall give the Union reasonable advance notice thereof in writing and the Westin further agrees that as a condition to any sale, assignment, or transfer, the Westin will obtain from its successors or successors in interest a written assumption of the agreement and furnish a copy thereof to the Union, in which event the assignor shall be relieved of its obligations hereunder to the extent that the assignor has fully transferred its right, title or interest. The Union shall not be required to post a bond or other security as a condition to obtaining an injunction or other equitable relief for the failure of the Westin to require a buyer to execute a written assumption agreement in violation of this section.

18.2 Subcontracting. Westin and the Union agree that it is desirable to maintain the integrity of the existing bargaining unit. In furtherance of that agreement, the parties agree that the Westin will not subcontract out bargaining unit work except as done as of August 10, 2006 or by mutual agreement of the Westin and the Union. However, if qualified help is not available, this shall in no way restrict the right of the Westin to temporarily hire employees on an emergency basis from any available source for the purpose of maintaining normal services, provided that a temporary employee shall not perform bargaining unit work for more than ninety (90) days without becoming an employee of the Westin who is subject to this Agreement. The Westin shall not churn temporary employees for the purpose of avoiding hiring regular employees.

ARTICLE 19 – CREDIT UNION/ROTH IRA/AFLAC

19.1 Payroll Deductions. Westin shall establish a procedure for deduction from an employee's pay of savings contributions to either Motor City Co-op or the Dearborn Federal Credit Union, as long as participation is available to the employees. The employees, at their own expense, shall be allowed to participate in Aflac and a Roth IRA program through payroll deductions.

ARTICLE 20 – BEREAVEMENT

20.1 Funeral Leave. If death occurs in the immediate family (father, mother, sister, brother, son, daughter, current spouse, registered domestic partner, grandparent, or parent of current spouse) of an employee, a bereavement leave of three (3) days with pay will be granted to full-time employees for the purpose of attending the funeral. In the event the employee 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 employee's bereavement pay shall be computed in the same manner as vacation pay. Westin may require proof of the relationship and death.

ARTICLE 21 – PERSONAL LEAVE DAYS

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

<u>Upon Completion of Year</u>	<u>Per Anniversary</u>
1 Year of Continuous Service	3 Personal Days
2 Years of Continuous Service	4 Personal Days
3 Years of Continuous Service	5 Personal Days
4 Years of Continuous Service	6 Personal Days
5 Years of Continuous Service	7 Personal Days

Personal days may be taken upon seven (7) days' advance written notice to Westin, except in cases of emergency or sickness where notice shall be given as soon as practicable. Such personal days must be taken during the employee's anniversary year, except as provided below, and at such times as to not interfere with the normal operation of Westin's business. Westin will not unreasonably withhold a request for a personal leave day.

21.2 The employee must take all personal leave days. No employee will be entitled to pay in lieu of taking a personal leave day, except that upon an employee's timely written request in advance the employee will be paid for one personal day in the week of his/her birthday, regardless of the number of hours worked in that week. An employee will not be allowed to accumulate personal leave days, unless the employee is unable to take some of his/her personal days within the year after it is earned because the Hotel is not able to accommodate the employee's written request. In such case, the employee will be able to carry over the unused personal leave days for up to six (6) months. If an employee quits, he/she shall receive his/her earned personal days provided two (2) weeks' notice is given by the employee to Westin of his/her intention to quit and the employee returns all keys, equipment, uniforms, and other property of the Westin on the last day of work.

21.3 Personal days may be taken in a minimum of four (4) hour increments. Tipped employees' compensation for personal days shall be computed in the same manner as vacation pay.

ARTICLE 22 – JURY DUTY

22.1 Jury Pay. Any full-time employee who is called to and reports for jury duty shall be paid by Westin for each day spent in performing jury duty, to a maximum of two (2) weeks, if

the employee otherwise would have been scheduled to work for the Westin and is not able to work. For an employee who works a shift that bridges two work days, the employee shall choose whether to work the shift before or after reporting on a day of jury duty, provided the employee gives the Westin as much notice as practicable. Jury duty pay shall be the amount equal to the difference between:

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

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

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

ARTICLE 23 – HEALTH AND SAFETY

23.1 Health and Safety. The Westin will make reasonable provisions for the safety and health of its employees during the hours of their employment. Employees and the Westin will comply with all safety, health and sanitation rules. Concerns regarding the health and safety of the employees will be promptly discussed, investigated and researched. An employee shall not be subject to retaliation for reporting any unsafe working condition. No employee shall be required to perform any job or task that the employee reasonably believes to be unsafe.

23.2 Biological Hazards. The Westin shall provide appropriate training and the necessary safety equipment and materials before requiring an employee to clean up and dispose of biological hazards such as human waste, vomit, or significant blood. In the event employees encounter improperly discarded syringes or other sharp objects while working, they shall be disposed of in "sharps" containers.

23.3 Medical Attention. When an accident occurs on the job requiring medical attention for an employee at a clinic or hospital, the employee will first, if possible, notify the supervisor of the employee's department and injury, and then seek medical treatment for the injury from the clinic or hospital being utilized by the Westin. If necessary, the Westin will provide transportation for the employee to and from the clinic or hospital. The employee will be paid for the time spent at the clinic or hospital, to the extent that such time so spent by the employee is during his/her regular working hours, up to a balance of the shift on the day of the

accident. Managers or supervisors shall not discourage or intimidate injured employees from seeking clinical help.

23.4 Employee Safety

(a) The Westin shall provide a safety alarm to each employee assigned to work in a guest room without other employees present, at no cost to the employee. Each employee shall be required to carry the device with him or her at all times when working and to utilize such device when he or she believes there is an ongoing crime, harassment, or other emergency in the employee's presence. The devices shall be able to summon immediate on scene assistance to their location from another employee or security guard. The purpose of this section is to protect employee safety. The device may not be used to track or discipline for productivity-related issues. The employee in danger may cease work and leave the immediate area where the incident occurred to await the arrival of the employee or security personnel responsible for providing immediate assistance. Such systems shall be installed in the Westin no later than the end of the 2019 calendar year.

(b) The Westin shall record an accusation that a guest has made an unwanted sexual advance, request for sexual conduct, or other verbal or physical conduct of a sexual nature towards an employee or towards another guest of the establishment, including the name of the guest. The Westin shall inquire for the name of the guest if that information is not included in the initial notice to the Westin. If the Westin is unable to learn the name of the guest, the Westin shall learn and record as much identifying information about the guest as is reasonably possible. The Westin shall maintain a list of all guests so accused for at least five (5) years from the date of the most recent accusation against the guest. Guest as used throughout this section means registered guest, others occupying guest rooms with registered guests, and visitors invited to guest rooms by a registered guest or other occupant of a guest room. Upon request, the Westin shall reassign the employee to a different floor or work area away from the guest for the entire duration of the guest's stay.

If the Westin learns that any guest on the list is staying at the hotel, the Westin shall notify the Union and any housekeeping, room service, or any other employees assigned to work in this guest's room of the same prior to the start of their scheduled shift, and shall warn the employees to exercise caution when entering that designated room during the time the guest is staying at the Hotel. The Westin reserves the right to assign a non-bargaining unit employee to service the room.

(c) Upon receipt of an allegation of sexual assault or other criminal conduct by a guest against an employee, the Westin shall promptly contact local law enforcement with jurisdiction, immediately notify the employee that law enforcement has been contacted, that he or she may be asked to provide a statement, and that they have a right to decline to do so, and provide the employee with sufficient paid time to provide a police statement, and shall fully cooperate with any investigation into the incident undertaken by the agency.

(d) When an allegation of sexual assault or criminal conduct by a guest against an employee is supported by a police report and statement made by such employee under penalty of

perjury, the Westin shall inform the guest that he or she is prohibited from returning to the Westin, and shall maintain such prohibition for at least three (3) years from the date of the incident alleged in the statement.

(e) There shall be no retaliation against any employee for seeking to enforce his or her rights under this section by any lawful means or for otherwise asserting rights under this section.

ARTICLE 24 – POLITICAL ACTION COMMITTEE

24.1 Political Action Committee. The Westin shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the 15th day of the following month, and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Westin'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 Westin shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

The Union shall indemnify, defend and save Westin harmless against any and all claims, demands, suit attorney fee or other terms of liability that shall arise out of or by reason of action taken by Westin in reliance upon payroll deduction authorization cards submitted to Westin.

ARTICLE 25 – IMMIGRATION

25.1 Union Notification. In the event that a non-probationary employee has a problem with his or her right to work in the United States, the Westin 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 Westin is taken.

25.2 Unpaid Leave. Upon prior request, employees 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 employee only. The Westin may request verification of attendance at such proceedings.

25.3 Reinstatement. In the event that a non-probationary employee is not authorized to work in the United States, and his or her employment is terminated for this reason, the Westin agrees to immediately reinstate the employee 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 employee providing proper work authorization within twelve (12) months from the date of termination. If the employee needs additional time, the Westin will rehire the employee into the next available opening in the employee's former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of twelve (12) additional months. The parties agree that such employees would be subject to a probationary period in this event.

25.4 DACA/TPS. If an employee obtains appropriate work authorization within five (5) years after losing work authorization status solely as a result of changes in DACA, DAPA or TPS status, the employee must provide documentation of work authorization and return to work within six (6) months after obtaining it or forfeit the leave provided in this subsection. The reinstated employee will displace the least senior employee in the employee's former job classification until the next schedule bid when they may utilize their former frozen seniority in that classification. An employee will not accrue vacation or the other benefits based upon particular Plan policies during such absence.

ARTICLE 26 – PREGNANCY ACCOMMODATION

26.1 Pregnancy Accommodation. If an employee so requests, and consistent with both the employee and employer's obligations under applicable law, the Employer shall provide a reasonable accommodation related to such employee's pregnancy, childbirth, or related conditions, including but not limited to the need to express milk for a nursing child. "Reasonable accommodation" may include, but not be limited to, more frequent or longer breaks, time off to recover from childbirth, temporary transfer to a less strenuous or less hazardous position, job restructuring, light duty, additional break time, reduction in room assignments, private non-bathroom space to express breast milk, assistance with manual labor and modified work schedules. Any time off provided as a reasonable accommodation will run concurrently with any protected leave the employee is otherwise entitled to take for the condition under applicable law.

ARTICLE 27 – MAKE A GREEN CHOICE

27.1 Make a Green Choice. The Westin shall supply housekeeping services to occupied guest rooms which are under the employer's Make a Green Choice ("MAGC") or similarly named program no less often than every third (3rd) day; for example, for a Sunday check-in a room attendant will be assigned to clean the room on Wednesday. Housekeepers cleaning a room under this program which has not received housekeeping service for two (2) or more consecutive preceding days shall receive one and one-quarter (1.25) times the ordinary credit for the type of room being cleaned. The one and one-quarter (1.25)-time credit is intended

to reduce one (1) room from base quota for every four (4) MAGC rooms cleaned; no partial credit is intended.

ARTICLE 28 – TECHNOLOGY

28.1 Technology. Technological change includes the use of automation, machines, computers, robots, software, tablets or other handheld devices that replace or substitute for or materially increase or decrease the type or manner of work performed by employees in the Employer's workplace.

28.2 UNITE HERE International Union shall form a Union Technology Committee (the "Committee," representing the International and Locals 2, 5, 8, 19, 24, 26, 30, 75, 2850 and such other locals as the Employer and the International mutually agree to). The Employer shall provide the Committee at least 30 days' notice before implementation of any plans to upgrade, modify, improve, or extend technology currently in use by bargaining unit employees that are made after the effective date of this Agreement at any hotel covered by a collective bargaining agreement with one or more of the foregoing local unions. The Employer shall provide the Committee at least 165 days advance notice prior to the implementation of any new technological change, occurring after the effective date of this Agreement, that replaces or substitutes for or materially increases or decreases the type or manner of work performed by employees in the Employer's workplace, at any hotel covered by a collective bargaining agreement with one or more of the foregoing local unions.

28.3 With respect to the implementation of new technology and subject to appropriate confidentiality agreements, the Employer shall explain to the Committee the intended function of the new technology, the nature of the technology and who will develop it, the timing of its planned implementation, and the expected work needed to implement the technology and keep it running, and where available shall share prototypes. If the Committee requests to bargain, it must do so within fifteen (15) days of the Employer's notice and shall include any information requests with such notice. The Employer shall promptly negotiate the impact of the new technology on the bargaining unit employees and the work they perform. Upon notice of a demand to negotiate, the process shall be governed by the following rules:

1. **Information:** The Employer shall provide any information requested by the Committee within twenty (20) days of receipt of the notice. The Committee shall be afforded up to thirty (30) days, following receipt of requested information to meet with affected employees.
2. **Negotiation:** At the conclusion of the initial information gathering period, the parties shall meet over the following fifty (50) days in an attempt to reach a resolution.
3. **Mediation:** Should the parties fail to resolve the issue within fifty (50) days from when the negotiation period opens, either party may request the services of a federal mediator.
4. The Employer shall not implement any technology during such negotiations, but the Employer shall have the right to implement the technology upon the

expiration of this one-hundred and sixty-five (165) day period. The Employer shall not implement any technology unless the Employer has carried out these duties to the Committee.

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

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

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

28.7 If an employee displaced under this subsection is recalled to (A) another position within the Union's bargaining unit at the hotel, the employee shall retain his or her house seniority and continuous service for vacation purposes, or (B) to a position outside the bargaining unit represented by the Union, continuous service with the Employer shall be recognized for vacation/PTO and health insurance purposes. If an employee displaced by technological change is hired into a new position at other Marriott-operated hotels or condos subject to a collective bargaining agreement with a UNITE HERE affiliate and within the same State as the hotel from which he or she was displaced, the provisions of that hotel's collective bargaining agreement shall apply.

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

28.9 The Employer shall continue to make contributions to the applicable health insurance plan for any employee displaced as a result of the implementation of new technology, at the minimum level necessary to maintain existing benefits under the applicable health plan for six (6) months following the date of displacement.

28.10 If an employee displaced under this subsection who is represented by Locals 8, 19, 24, 26 or 30 elects not to seek another position with the Employer at the outset of the displacement or is not offered another position during the twenty-four (24) month job search period, he/she will be permanently laid off and offered the opportunity to execute a severance agreement to include a payment equal to one week of pay for every year of service, subject to all legally required taxes and withholdings and a general release of claims..

28.11 If technological changes reduce the duties of a classification without eliminating them, the classification shall continue to exist, but the Employer may adjust staffing levels, full or part-time status, or after bargaining with the Union the Employer may consolidate existing classifications or distribute the remaining duties to other bargaining unit classifications. If new technology performs functions previously performed by bargaining unit employees and requires human operation of machines, the machines shall be operated by bargaining unit employees and the Employer shall train employees in the affected classification to operate new technology. If the machines used by bargaining unit employees require daily maintenance to ensure the continued operation, then bargaining employees will be trained to perform the work, unless such work is of the kind typically performed by other bargaining units or the Company's IT department. The Employer may limit training to those employees who volunteer to be trained. Training opportunities shall be offered in accordance with house seniority among those in the affected classification. The Employer shall allow up to two (2) Union representatives to be present to observe the training but to not participate in it. If operation requires a level of skill which may practically be obtained only through academic study, and the necessary courses are offered at educational institutions in the county where the hotel is located, the Employer shall pay the tuition and fees, of an employee taking such coursework, up to maximum amounts agreed to between the Employer and the Committee. The hotel shall not be obligated to pay for the time employees spend in the coursework. If an employee completes the coursework successfully (average grades of at least "C") the Employer shall offer the employee the work of operating the machine(s) associated with the employee's former job functions. Such offers shall be for the next available position performing this work following the employee's completion of this coursework.

28.12 The effective date of this Agreement will be two (2) weeks after UNITE HERE International and/or Locals 2, 5, 8, 19, 24, 26, 30, 75, or 2850 (collectively "Union") enters into Technology agreements substantially the same as this Agreement with two (2) of the following three (3) companies: Hilton, Hyatt or IHG.

ARTICLE 29 – FOOD AND BEVERAGE OPERATIONS

29.1 Food and Beverage Operations. The parties shall establish a subcommittee at each Hotel to discuss and make recommendations to improve the efficiency and competitiveness of its food and beverage operations.

If the parties are unable to reach an agreement in the subcommittee, the Employer may propose modifications to Hours and Overtime, Lateral Service, Position Consolidations or Eliminations, as well as Wages, Health, Welfare and Retirement benefits for employees in the food and beverage operation. This process also applies to changes in the mix of food and beverage offerings in the hotel (except banquets), which includes converting a space to a substantially different operation or shifting food and beverage availability from one space to another in generally contemporaneous changes, but not to include the complete closure of an outlet without any substitution of service. The Employer shall submit its proposal to the Union in

writing at least ninety (90) days in advance of its proposed effective date and offer to bargain with the Union over the proposal.

If at the end of that ninety (90) day period, the Parties have not reached an agreement, the Union shall have the right to strike after notification by the Employer of its intent to implement its final proposal. The Union's decision to strike and the Employer's decision to implement its final proposal shall be made within thirty (30) days after the expiration of the ninety (90) day period. If the Employer decides to implement its final proposal it will not include the elimination or replacement of any union Health, Welfare and Retirement benefit plans.

29.2. Available Space. This section shall apply to two (2) pilot food and beverage outlet projects, one in Boston and the other selected by mutual agreement of Marriott and UNITE HERE International Union within ninety (90) days of the ratification of this agreement. Marriott shall identify the spaces within each hotel suitable for development. During or after the development phase of these outlets, Marriott may decide to apply this section to four (4) additional outlets in hotels in cities within the jurisdiction of the locals set forth above. Marriott may select the specific locations provided that no two (2) locations may be in the same local union's jurisdiction unless the second location is mutually agreed by Marriott and UNITE HERE International Union. Construction of the four (4) additional outlets may not begin before the full public opening of both of the first two pilot outlets. At Marriott's request, UNITE HERE International Union will review with Marriott the experience of the pilots and will entertain any proposal Marriott may make to apply this section to additional locations. The parties agree that none of these initial six (6) outlets will be opened at Marriott-managed properties on Kauai or Waikoloa.

Notwithstanding any other provisions of this Agreement, the Hotel also may choose to open and operate food and beverage outlets in any available space within the Hotel, including any space previously but not currently operated as a restaurant or bar, employing bargaining unit employees. The intent of this provision is not to permit the closing of existing outlets to be replaced with other outlets during the term of this collective bargaining agreement.

Such employees will only be able to participate in the Employer's medical and retirement plans on the same terms and conditions and same eligibility requirements as such plans are available to similarly situated hourly employees in the Hotel, subject to the plan documents, rules and administrative procedures as may be amended from time to time by the Plan Administrator. Notwithstanding the above, if employees in the UNITE HERE bargaining unit at the Hotel participate in a defined benefit pension plan sponsored by the Union, the employees of the outlet shall participate in the same plan, provided that the Employer shall not be required to make pension plan contributions on behalf of any employee newly hired into the outlet during the first two (2) years of employment. At the end of the employee's second year, the employee will have a one-time choice on whether to continue with the Employer's retirement plan or to begin to participate in such pension plan. Any changes made to these Marriott plans, which are applicable to all similarly-situated hourly employees shall not be subject to negotiation with the Union or to the grievance and arbitration process. The Hotel shall also have the right to establish positions/classifications, including consolidated positions/classifications, accompanying job descriptions, and lateral service requirements for the outlet's employees. Initial wage rates will

be subject to negotiation. Additional terms and conditions specific to the outlet and consistent with the parties' interest in maintaining an efficient and competitive operation will be subject to negotiation. All terms and conditions specific to the outlet shall be included in an addendum to the CBA.

ARTICLE 30 – COMPLETE AGREEMENT

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

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

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

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


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

**ARTICLE 31 –
TERM OF AGREEMENT**

31.1 Duration. This Agreement and all Schedules attached hereto shall continue and remain in full force and effect until July 31, 2022 and neither party shall demand any change in this Agreement and the Schedules attached hereto until the termination thereof on July 31, 2022. This Agreement shall continue in full force and effect from year to year thereafter, unless either party desires to negotiate changes in this Agreement and the Schedules attached hereto and serves written notice on the other party by certified mail not less than sixty (60) days prior to July 30 of any year after 2021.

In witness whereof, the parties have executed this Agreement as of the 13 day of Dec 2019.

**The Westin Detroit
Metropolitan Airport**



Brian M. Hudson
Vice President and Senior Counsel

UNITEHERE Local 24, AFL-CIO



Nia T. Winston
President

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

Rates - The following rates are hereby established as the minimum hiring rates for the following job classifications. Employees shall be paid at no less than the “Start” rate during their first nine (9) months in a position, no less than the “9 Months” rate during their second nine (9) months in a position, and no less than the “18 Months” rate thereafter.

HOURLY RATE EFFECTIVE FOR THE PERIOD FROM:

	8/1/18	8/1/19	8/1/20	8/1/21
LEAD COOK				
Start	\$16.75	\$17.59	\$18.44	\$19.22
9 Months	\$17.27	\$18.13	\$18.94	\$19.72
18 Months	\$17.80	\$18.69	\$19.44	\$20.22
COOK				
Start	\$15.28	\$16.04	\$16.83	\$17.55
9 Months	\$15.80	\$16.59	\$17.33	\$18.05
18 Months	\$16.33	\$17.15	\$17.83	\$18.55
ASSISTANT COOK				
Start	\$13.86	\$14.55	\$15.28	\$15.93
9 Months	\$14.38	\$15.10	\$15.78	\$16.43
18 Months	\$14.91	\$15.66	\$16.28	\$16.93
CAFETERIA ATTENDANT				
Start	\$13.86	\$14.55	\$15.28	\$15.93
9 Months	\$14.38	\$15.10	\$15.78	\$16.43
18 Months	\$14.91	\$15.66	\$16.28	\$16.93
STEWARD				
Start	\$13.75	\$14.44	\$15.16	\$15.81
9 Months	\$14.28	\$14.99	\$15.66	\$16.31
18 Months	\$14.80	\$15.54	\$16.16	\$16.81
	8/1/18	8/1/19	8/1/20	8/1/21

STEWARDING LEAD

Start	\$15.17	\$15.93	\$16.71	\$17.42
9 Months	\$15.70	\$16.49	\$17.21	\$17.92
18 Months	\$16.22	\$17.03	\$17.71	\$18.42

RECEIVING CLERK

Start	\$14.96	\$15.71	\$16.48	\$17.18
9 Months	\$15.49	\$16.26	\$16.98	\$17.68
18 Months	\$16.01	\$16.81	\$17.48	\$18.18

WORKING CONDITIONS

- (1) There shall be no stations in any of the above-designated grades. An employee occupying a classification in any grade shall be required to perform the work of any other classification in the same grade (and in a lower kitchen grade when necessary).
- (2) Action stations in banquet functions shall be equitably rotated among qualified cooks and a record of the rotation shall be posted in a conspicuous area. A cook who works an action station shall receive fifty percent (50%) of any fee charged to the guest for that station.
- (3) There shall be no split shifts.

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

Rates - The following rates are hereby established as the minimum hiring rates for the following job classifications. Employees shall be paid at no less than the “Start” rate during their first nine (9) months in a position, no less than the “9 Months” rate during their second nine (9) months in a position, and no less than the “18 Months” rate thereafter.

HOURLY RATE EFFECTIVE FOR THE PERIOD FROM:

	8/1/18	8/1/19	8/1/20	8/1/21
ROOM ATTENDANT				
Start	\$13.75	\$14.44	\$15.16	\$15.81
9 Months	\$14.28	\$14.99	\$15.66	\$16.31
18 Months	\$14.80	\$15.54	\$16.16	\$16.81
PUBLIC AREA ATTENDANT				
Start	\$13.75	\$14.44	\$15.16	\$15.81
9 Months	\$14.28	\$14.99	\$15.66	\$16.31
18 Months	\$14.80	\$15.54	\$16.16	\$16.81
SEWING ATTENDANT				
Start	\$13.75	\$14.44	\$15.16	\$15.81
9 Months	\$14.28	\$14.99	\$15.66	\$16.31
18 Months	\$14.80	\$15.54	\$16.16	\$16.81
LAUNDRY ATTENDANT				
Start	\$13.75	\$14.44	\$15.16	\$15.81
9 Months	\$14.28	\$14.99	\$15.66	\$16.31
18 Months	\$14.80	\$15.54	\$16.16	\$16.81
LAUNDRY LEAD				
Start	\$15.96	\$16.76	\$17.57	\$18.32
9 Months	\$16.48	\$17.30	\$18.07	\$18.82
18 Months	\$17.01	\$17.86	\$18.57	\$19.32
HOUSE ATTENDANT				
Start	\$13.75	\$14.44	\$15.16	\$15.81
9 Months	\$14.28	\$14.99	\$15.66	\$16.31
18 Months	\$14.80	\$15.54	\$16.16	\$16.81

	8/1/18	8/1/19	8/1/20	8/1/21
HOUSEKEEPING LEAD				
Start	\$15.96	\$16.76	\$17.57	\$18.32
9 Months	\$16.48	\$17.30	\$18.07	\$18.82
18 Months	\$17.01	\$17.86	\$18.57	\$19.32

WORKING CONDITIONS

- (1) Room attendants shall clean sixteen (16) rooms in an eight (8) hour shift. **Room Attendants scheduled to start at 3:00 p.m. or later shall clean fourteen (14) rooms in an eight hour shift (this includes all other room reductions given to the a.m. shift).** Room attendants shall have their workload reduced by one (1) room for: (i) each room that is deep cleaned and (ii) each floor serviced in excess of two (2) floors. Suites 469, 569, 669, 769, 824, 835, 861, 868 shall each be considered two (2) rooms, and suites 827 and 831 shall each be considered three (3) rooms. Additionally, management in its sole discretion may reduce the number of rooms to be cleaned during a shift or assign a house attendant to assist room attendants with their rooms where, for example, rooms are exceptionally dirty. If such assistance is timely requested, but not provided, the workload shall be adjusted accordingly.
- (2) A room attendant shall not be required to clean a VIP room to a higher standard than other rooms without being permitted additional time.
- (3) Room attendants shall be paid a bonus equal to one-half (½) of the room attendant's hourly wage rate for each room assigned and cleaned over the above-maximums. The Employer shall seek volunteers for extra rooms to be cleaned within eight (8) hours before resorting to overtime pursuant to section 3.5.
- (4) Room attendants shall receive \$2.50 for each crib or roll-away that they make up or put away when cleaning a room.
- (5) A room attendant shall not be required to move heavy furniture, climb a ladder, or rotate a mattress without being provided assistance.
- (6) Room attendants shall remove room service trays, equipment, and items to the hallway, except where business requires that they be removed elsewhere.
- (7) There shall be no split shifts.
- (8) Any item left in a room by a guest (except alcoholic beverages of brands and size carried by the Westin) and designated as a tip to the housekeeper may be removed via the Package Pass System. Tips shall not be solicited.
- (9) **Furniture Moving Fee.** If a client is charged a furniture moving fee, the Westin shall pool fifteen percent (15%) of that fee and divide it equitably among the house attendants.

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

Rates - The following rates are hereby established as the minimum hiring rates for the following job classifications. Employees shall be paid at no less than the “Start” rate during their first nine (9) months in a position, no less than the “9 Months” rate during their second nine (9) months in a position, and no less than the “18 Months” rate thereafter.

HOURLY RATE EFFECTIVE FOR THE PERIOD FROM:

	8/1/18	8/1/19	8/1/20	8/1/21
BARTENDER				
Start	\$10.18	\$10.69	\$11.26	\$11.75
9 Months	\$10.71	\$11.25	\$11.76	\$12.25
18 Months	\$11.23	\$11.79	\$12.26	\$12.75
BEVERAGE SERVER				
Start	\$6.61	\$6.94	\$7.36	\$7.70
9 Months	\$7.14	\$7.50	\$7.86	\$8.20
18 Months	\$7.66	\$8.04	\$8.36	\$8.70
FOOD SERVER				
Start	\$6.61	\$6.94	\$7.36	\$7.70
9 Months	\$7.14	\$7.50	\$7.86	\$8.20
18 Months	\$7.66	\$8.04	\$8.36	\$8.70
GREETER				
Start	\$13.65	\$14.33	\$15.05	\$15.69
9 Months	\$14.17	\$14.88	\$15.55	\$16.19
18 Months	\$14.70	\$15.44	\$16.05	\$16.69
BUS ATTENDANT				
Start	\$12.28	\$12.89	\$13.56	\$14.14
9 Months	\$12.81	\$13.45	\$14.06	\$14.64
18 Months	\$13.33	\$14.00	\$14.56	\$15.14
HONOR BAR ATTENDANT				
Start	\$13.75	\$14.44	\$15.16	\$15.81
9 Months	\$14.28	\$14.99	\$15.66	\$16.31
18 Months	\$14.80	\$15.54	\$16.16	\$16.81

ROOM SERVICE SERVER

Start	\$6.61	\$6.94	\$7.36	\$7.70
9 Months	\$7.14	\$7.50	\$7.86	\$8.20
18 Months	\$7.66	\$8.04	\$8.36	\$8.70

SERVICE CHARGES

Room service servers shall receive a service charge of seventeen percent (17%) on all room service checks (including coffee breaks and hospitalities ordered off the room service menu), which shall be pooled each payroll period and distributed to all room service servers based on hours worked. Any gratuity added by a guest shall be retained by or paid to the server delivering the order. Service charges and charged gratuities shall be paid on the regular paycheck for the payroll period in which the charge is made.

WORKING CONDITIONS

- (1) Employees shall be permitted to work split shifts, with a maximum of one split in a day (not including break periods). The maximum workday in case of a split shift shall be eight (8) hours within eleven (11) hours, provided, however, that employees working split shifts shall not work more than two (2) consecutive meal periods.
- (2) Where business needs require, bartenders may work as servers and servers may work as bartenders.
- (3) When a Room Service Server delivers complimentary amenities to a guest room at the request of Westin, they shall receive a two dollar and fifty cents (\$2.50) delivery charge.
- (4) When the combined base rate and service charge paid to Room Service Servers does not equal or exceed an average of eight dollars (\$8.00) per hour in any week, Westin shall pay such employees eight dollars (\$8.00) per hour.
- (5) When a banquet function is held in outlet space (e.g., Reflections) any outlet employees who are displaced shall have the first opportunity after the full-time banquet employees to work that banquet function and to share in the service charge, provided the outlet employees do not work more than forty (40) hours in the workweek.
- (6) Sales and promotional checks in Reflections shall include a mandatory gratuity of seventeen percent (17%).

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

Rates - The following rates are hereby established as the minimum hiring rates for the following job classifications. Employees shall be paid at no less than the “Start” rate during their first nine (9) months in a position, no less than the “9 Months” rate during their second nine (9) months in a position, and no less than the “18 Months” rate thereafter.

HOURLY RATE EFFECTIVE FOR THE PERIOD FROM:

	8/1/18	8/1/19	8/1/20	8/1/21
CAPTAIN				
Start	\$8.77	\$9.21	\$9.72	\$10.15
9 Months	\$9.29	\$9.75	\$10.22	\$10.65
18 Months	\$9.82	\$10.31	\$10.72	\$11.15

SERVER/BARTENDER				
Start	\$6.88	\$7.22	\$7.66	\$8.01
9 Months	\$7.40	\$7.77	\$8.16	\$8.51
18 Months	\$7.93	\$8.33	\$8.66	\$9.01

HOUSE ATTENDANT				
Start	\$13.65	\$14.33	\$15.05	\$15.69
9 Months	\$14.17	\$14.88	\$15.55	\$16.19
18 Months	\$14.70	\$15.44	\$16.05	\$16.69

HOUSE ATTENDANT LEAD				
Start	\$14.59	\$15.32	\$16.08	\$16.76
9 Months	\$15.12	\$15.88	\$16.58	\$17.26
18 Months	\$15.64	\$16.42	\$17.08	\$17.76

SERVICE CHARGES

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

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

In the event the banquet service charge is increased above twenty-five percent (25%), the servers, bartenders, and captains will receive one-fourth of the increase, the house attendants will

receive one-fourth of the increase, and the Westin will retain the remaining one-half of the increase.

(2) **Service Charge Distribution.** The formula for calculating each employee's weekly share of the service charge shall be: Total amount of service charge for each group of employees (i.e., either all servers/bartenders and captains, or all house attendants) divided by total hours worked by all employees in that group multiplied times total hours worked by each employee. Service charges shall be paid on each banquet employee's regular paycheck. Shifts worked by employees that are not related to any guest functions (no food or beverage revenue) shall not be included in this pool. A copy of the distribution calculation in the agreed-upon format shall be posted by Tuesday of each week (for the prior workweek) in the banquet office.

(3) **Temporary Help.** Subject to scheduling requirements of Article 3, the Westin may utilize the service of employees from temporary agencies in the event it has exhausted its list of available employees in the needed classification. The Westin shall be credited with the temporary employees' portion of the service charge pool, not to exceed a total credit of nineteen dollars and fifty cents (\$19.50) per hour less the current banquet employee hourly rate. For example, if the value of the pool in a certain payroll period is thirty dollars (\$30.00) per hour, and the base hourly rate of a server is seven dollars (\$7.00) per hour, the Westin would be credited from the pool with twelve dollars and fifty cents (\$12.50) for each hour worked by temporary employees. If the value of the pool in another payroll period is fifteen dollars (\$15.00) per hour, and the base hourly rate of a server is seven dollars (\$7.00) per hour, the Westin would be credited from the pool with eight dollars (\$8.00) for each hour worked by temporary employees. The Westin will be responsible for maintaining detailed records of how the payment of wages is remitted to temporary agencies.

(4) **In-House and Complimentary Functions.** Notwithstanding any provisions of this Agreement to the contrary, the Westin shall have the right to pay a flat dollar service charge for in-house and complimentary functions. The minimum such service charge per server/bartender:

Reception	\$35
Coffee Break	\$30
Breakfast Buffet	\$30
Breakfast Plated	\$40
Tasting	\$40
Lunch Buffet	\$45
Lunch Plated	\$55
Dinner Buffet	\$45
Dinner Plated	\$55
Bartender	\$50

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

(5) **Outside Caterers.** Where banquet employees serve food prepared by an outside caterer (e.g., Kosher, ethnic, etc.), the captains, bartenders, and servers shall receive a flat fee of five dollars (\$5.00) per guest, per meal (including any reception), which shall be placed in the service charge pool of the captains, bartenders, and servers.

(6) **Cashiers.** When the Westin determines that a cashier is needed for a non-hosted bar, the Westin shall assign such work to a non-banquet employee with cash-handling experience, who shall not be part of the service charge pool but shall be paid the hourly rate of a cashier (see Schedule F).

(7) **Extra Bartenders/Servers.** When the Westin charges a bartender or server fee for staffing extra bartenders or extra servers over and above the Westin's customary guidelines applicable to the function, the Westin shall include in the service charge pool an amount per extra bartender or extra server that is equal to the greater of (i) forty percent (40%) of the server fee charged, or (ii) the applicable dollar amount per bartender or server listed above for in-house and complimentary functions.

(8) **Box Movement.** The Hotel shall pay a fee of \$0.50 per box to banquet house attendants for storing, handling, transferring, and delivering boxes that are brought to the Hotel and are handled by house attendants, as directed by the Hotel. These fees shall be separately pooled for, and paid to, lead banquet house attendants and banquet house attendants based on hours worked.

(9) **Room Change/Furniture Moving Fee.** If a client is charged a room setup change fee or a furniture moving fee, the Westin shall pay fifteen percent (15%) of that fee into the house attendant service charge pool.

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

WORKING CONDITIONS

(1) **Split-Shifts.** Employees shall be permitted to work split shifts.

(2) **Side Work.** Employees may be assigned side work (related to the function being worked) for periods when they are not setting up, serving, clearing off, or on a break.

(3) **Outlet Service.** Banquet servers, after completion of their function work, may elect to transfer to an outlet if additional servers are needed to work with checkbooks at the prevailing rate for servers.

(4) **Gratuities.** If the party holding or sponsoring the banquet function leaves any extra gratuity or extra remuneration, the full amount thereof shall be made known to management. The amount of such gratuity or extra remuneration shall be distributed to the employees working the banquet on the same basis as service charges.

(5) **House Attendant Work.** Banquet servers shall not be required to sweep floors, wash glasses or silverware, move pianos, tables, chairs, or do other house attendants' work, unless no house attendant is available and business requires that the work be performed immediately.

(6) **One Day Off.** Banquet servers shall ordinarily be scheduled off at least one day per week, with one other day ordinarily being on-call. The foregoing shall not apply during extraordinarily busy weeks. See also section 3.9 of this Agreement.

(7) **Carving/Action Stations.** Carving/action stations shall be staffed by Schedule A employees, not banquet servers.

(8) **Captains.** Captains shall be defined as person(s) who greet guests, escort them to tables, make the station and shift assignments, supervise other banquet employees, prepare and perform table side service, serve tables in emergencies, and write out guest checks. Captains will endeavor to ensure that the area related to the function being worked is neat and service-worthy at all times.

(9) **Bartending Stations.** Banquet bartending stations shall be offered by seniority and assigned by reverse seniority to servers assigned to the function, except for functions with more than 100 guests in which case the stations shall be rotated among the full-time banquet servers before being offered or assigned to less senior servers.

**SCHEDULE E –
GUEST SERVICES EMPLOYEES WAGE RATES
WORKING CONDITIONS**

Rates - The following rates are hereby established as the minimum hiring rates for the following job classifications. Employees shall be paid at no less than the “Start” rate during their first nine (9) months in a position, no less than the “9 Months” rate during their second nine (9) months in a position, and no less than the “18 Months” rate thereafter.

HOURLY RATE EFFECTIVE FOR THE PERIOD FROM:

	8/1/18	8/1/19	8/1/20	8/1/21
CLUB LEVEL CONCIERGE				
Start	\$14.49	\$15.21	\$15.97	\$16.65
9 Months	\$15.01	\$15.76	\$16.47	\$17.15
18 Months	\$15.54	\$16.32	\$16.97	\$17.65

LOBBY CONCIERGE				
Start	\$14.65	\$15.38	\$16.14	\$16.83
9 Months	\$15.17	\$15.93	\$16.64	\$17.33
18 Months	\$15.70	\$16.49	\$17.14	\$17.83

FRONT DESK AGENT				
Start	\$14.49	\$15.21	\$15.97	\$16.65
9 Months	\$15.01	\$15.76	\$16.47	\$17.15
18 Months	\$15.54	\$16.32	\$16.97	\$17.65

FRONT DESK AGENT (Foreign Language Fluent)				
Start	\$14.49	\$15.21	\$15.97	\$16.65
9 Months	\$15.01	\$15.76	\$16.47	\$17.15
18 Months	\$15.54	\$16.32	\$16.97	\$17.65

NIGHT FRONT DESK AGENT				
Start	\$15.22	\$15.98	\$16.77	\$17.48
9 Months	\$15.75	\$16.54	\$17.27	\$17.98
18 Months	\$16.27	\$17.08	\$17.77	\$18.48

FRONT DESK LEAD

Start	\$16.43	\$17.25	\$18.09	\$18.85
9 Months	\$16.96	\$17.81	\$18.59	\$19.35
18 Months	\$17.48	\$18.35	\$19.09	\$19.85

BUSINESS CENTER ATTENDANT

Start	\$14.49	\$15.21	\$15.97	\$16.65
9 Months	\$15.01	\$15.76	\$16.47	\$17.15
18 Months	\$15.54	\$16.32	\$16.97	\$17.65

WORKING CONDITIONS

- (1) There shall be no split shifts.

**SCHEDULE F –
SERVICE EXPRESS EMPLOYEES WAGE RATES
WORKING CONDITIONS**

Rates - The following rates are hereby established as the minimum hiring rates for the following job classifications. Employees shall be paid at no less than the “Start” rate during their first nine (9) months in a position, no less than the “9 Months” rate during their second nine (9) months in a position, and no less than the “18 Months” rate thereafter.

HOURLY RATE EFFECTIVE FOR THE PERIOD FROM:

SERVICE EXPRESS AGENT

Start	\$14.02	\$14.72	\$15.45	\$16.11
9 Months	\$14.54	\$15.32	\$15.95	\$16.61
18 Months	\$15.07	\$15.82	\$16.45	\$17.11

NIGHT SERVICE EXPRESS AGENT

Start	\$15.07	\$15.82	\$16.60	\$17.31
9 Months	\$15.59	\$16.37	\$17.10	\$17.81
18 Months	\$16.12	\$16.93	\$17.60	\$18.31

LUGGAGE ATTENDANT

Start	\$8.82	\$9.26	\$9.78	\$10.21
9 Months	\$9.34	\$9.81	\$10.58	\$10.71
18 Months	\$9.87	\$10.36	\$10.78	\$11.21

NIGHT LUGGAGE ATTENDANT

Start	\$10.92	\$11.47	\$12.07	\$12.59
9 Months	\$11.44	\$12.01	\$12.57	\$13.09
18 Months	\$11.97	\$12.57	\$13.07	\$13.59

DOOR ATTENDANT

Start	\$9.87	\$10.36	\$10.92	\$11.40
9 Months	\$10.39	\$10.91	\$11.42	\$11.90
18 Months	\$10.92	\$11.47	\$11.92	\$12.40

BELL CAPTAIN

Start	\$10.92	\$11.47	\$12.07	\$12.59
9 Months	\$11.44	\$12.01	\$12.57	\$12.09
18 Months	\$11.97	\$12.57	\$13.07	\$13.59

SERVICE EXPRESS LEAD

Start	\$16.43	\$17.25	\$18.09	\$18.85
9 Months	\$16.95	\$17.80	\$18.59	\$19.35
18 Months	\$17.48	\$18.35	\$19.09	\$19.85

VALET

Start	9.87	10.36	10.92	11.40
9 Months	10.39	10.91	11.42	11.90
18 Months	10.92	11.47	11.92	12.40

VALET CASHIER

Start	\$14.02	\$14.72	\$15.45	\$16.11
9 Months	\$14.54	\$15.32	\$15.95	\$16.61
18 Months	\$15.07	\$15.82	\$16.45	\$17.11

VALET LEAD

Start	\$16.43	\$17.25	\$18.09	\$18.85
9 Months	\$16.95	\$17.80	\$18.59	\$19.35
18 Months	\$17.48	\$18.35	\$19.09	\$19.85

Specific Working Conditions

- (1) There shall be no split shifts.
- (2) Employees who are required to enter a guest room shall be equipped with a radio.
- (3) Hotel guests will be notified that a gratuity is not included for complimentary or pre-paid valet parking.
- (4) When a luggage attendant is requested by the Westin to set up a guest room for a massage, the luggage attendant shall receive the following fees:
 \$5.00 for a full set-up (table, linens, basket, radio, water, etc.) and \$5.00 for removal; or
 \$2.50 for a partial set-up (all but the table) and \$2.50 for removal.
- (5) When a night luggage attendant delivers a refrigerator, microwave, crib, or rollaway to a room, the night luggage attendant shall receive a fee of one dollar (\$1.00). If a night luggage attendant is also required to retrieve linens from the laundry to make up a rollaway, the fee for making up and delivering the rollaway shall be two dollars and fifty cents (\$2.50). Likewise, if a night luggage attendant is required to re-make a bed (e.g., to replace stained linens or to remove feather products), the night luggage attendant shall receive a fee of two dollars and fifty cents (\$2.50).

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement between Hotel Investors of Michigan, Inc. (the “Employer”), a subsidiary of Marriott International, Inc., operating The Westin Detroit Metropolitan Airport (“Westin”) and UNITE HERE Local 24, AFL-CIO (“Union”), effective May 1, 2017, through July 30, 2022 (“Agreement”), is supplemented for the following purposes:

WHEREAS, the parties recognize that premier guest service is essential to the success of the Hotel and its ability to employ persons who are paid competitive wages:

WHEREAS, the parties recognize that because most guest dissatisfaction is not reported, and most dissatisfied guest simply take their business elsewhere, the guest complaints received by the Westin are a small reflection of the dissatisfaction shared by many who have not complained but who simply will not return to the Westin;

WHEREAS, the parties agree that the Westin must train employees on how to provide premier guest service and that each employee may be expected to pass a test on such training;

WHEREAS, the parties agree that the Westin should not employ or continue to employ employees who are either unable or unwilling to provide, or who do not provide, premier guest service;

NOW THEREFORE, the parties agree that the Agreement should be supplemented as follows:

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

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

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

(a) Is the subject of two or more legitimate complaints from guests within one year of poor, rude, or discourteous service (examples include, but are not limited to, use of foul language in the presence of a guest, arguing with a guest, indifference to a guest concern, carrying on personal business while a guest is waiting);

(b) Is the subject of one legitimate complaint from a guest of extraordinarily poor, rude, or discourteous guest service (examples include, but are not limited to, directing foul language toward a guest, sexual or other harassment of a guest, refusal to assist a guest, requesting or adding a gratuity);

(c) Fails to receive a passing score on a test of Westin's service standards at the conclusion of a training session on such standards; or

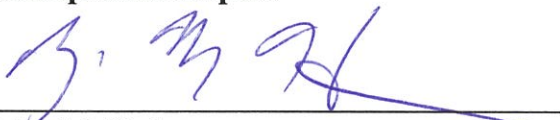
(d) Fails to adhere to Westin's service standards on a regular basis.

4. Where a guest complaint is reduced to writing, the Hotel shall not be required to compel the guest to testify during the grievance and arbitration procedure or reveal the guest's address or telephone number to the Union or the employee. The Westin may introduce into evidence at arbitration written guest complaints. Where the Union wishes to investigate a complaint, the Hotel shall use its best efforts to arrange for a conference call between the guest, a representative of the Union, and a representative of the Westin management.

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

In witness whereof, the parties have executed this Agreement as of the 3 day of Dec 2019.

**The Westin Detroit
Metropolitan Airport**



Brian M. Hudson
Vice President and Senior Counsel

UNITEHERE Local 24, AFL-CIO



Nia T. Winston
President

The Westin Detroit Metropolitan Airport

Dec 13, 2019

Ms. Nia T. Winston
President
UNITEHERE Local 24, AFL-CIO
300 River Place Drive, Suite 2700
Detroit, MI 48207-4265

Re: Restaurant Leads

Dear Ms. Winston:

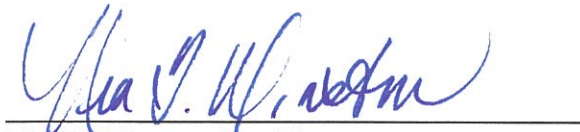
Notwithstanding section 1.1 and schedule C of our collective bargaining agreement (“CBA”), Tyrus Ramsey shall continue to be subject to all the rights, privileges, and obligations of the CBA as long as he remains employed as a lead in Reflections Restaurant. He shall receive the same wage increases as other non-tipped employees. This side letter shall not be extended to any other restaurant lead.

Sincerely,



Brian M. Hudson
Vice President and Senior Counsel

Acknowledged and Agreed Upon:



Nia T. Winston, President