

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MARRIOTT INTERNATIONAL, INC.

for the San Francisco Marriott Marquis Hotel

AND

UNITE HERE LOCAL 2

August 14, 2013 - August 14, 2018

Should there be a conflict between this document and an original MOU, the original MOU shall prevail.

TABLE OF CONTENTS

SECTION 1. RECOGNITION	1
SECTION 2. JOB SECURITY; SUCCESSORSHIP AND SUBCONTRACTING	1
SECTION 3. MANAGEMENT RIGHTS	5
SECTION 4. HIRING.....	5
SECTION 5. ADDITIONAL HOTELS	9
SECTION 6. NO LOSS OF WAGE RATE.....	9
SECTION 7. EMPLOYEE INFORMATION	9
SECTION 8. BUSINESS REPRESENTATIVES	10
SECTION 9. NO DISCRIMINATION	11
SECTION 10. INDIVIDUAL CONTRACT	11
SECTION 11. CHANGE OF STATUS/IMMIGRATION.....	11
SECTION 12. GRIEVANCE PROCEDURE.....	14
SECTION 13. DISCIPLINE.....	17
SECTION 14. CONFESSIONS, LIE DETECTORS	18
SECTION 15. PERSONNEL FILES.....	18
SECTION 16. SAFETY AND HEALTH.....	18
SECTION 17. EMERGENCY.....	19
SECTION 18. COPIES OF CONTRACT	19
SECTION 19. SAVINGS CLAUSE.....	19
SECTION 20. RELATIONS	20
SECTION 21. HEALTH & WELFARE, LEGAL SERVICES, EDUCATION & RETIREMENT BENEFITS.....	21
SECTION 22. RETIREMENT BENEFITS AND PLANS AND MISCELLANOUS BENEFITS	26
SECTION 23. INDUSTRY BANQUET COMMITTEE.....	29
SECTION 24. TERM OF CONTRACT.....	29
GENERAL RULES APPLICABLE TO ALL CRAFTS.....	30
SECTION 1. ASSOCIATES - DEFINITION OF	30
SECTION 2. WORKDAY, WORKWEEK.....	32
SECTION 3. SHORT SHIFTS	33
SECTION 4. OVERTIME.....	33
SECTION 5. SENIORITY.....	34
SECTION 5.1. LAYOFF AND RECALL.....	34
SECTION 5.2. SCHEDULING	35
SECTION 5.3. REPORTING PAY	36
SECTION 6. POSTING AND PROMOTIONS	36
SECTION 7. PERFORMANCE REVIEWS	37
SECTION 8. LOCKERS	37
SECTION 9. REST PERIODS	38
SECTION 10. MEALS	38
SECTION 11. COMBINATION WORK/TEMPORARY ASSIGNMENTS	38
SECTION 12. HOLIDAYS	39
SECTION 13. VACATION.....	40
SECTION 14. PTO (PERSONAL TIME).....	41
SECTION 15. LEAVE OF ABSENCE	42
SECTION 16. FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT	44
SECTION 17. PREGNANCY DISABILITY.....	45

SECTION 18. MILITARY LEAVE/USERRA PROTECTION	45
SECTION 19. JURY DUTY	45
SECTION 20. BEREAVEMENT LEAVE.....	45
SECTION 21. SHOP STEWARDS.....	46
SECTION 22. PAY PERIODS	46
SECTION 23. NON-DISCRIMINATORY WAGE SCALES	47
SECTION 24. CONSTRUCTION.....	47
SECTION 25. UNIFORMS AND LINEN	47
SECTION 26. BREAKAGE AND CASH SHORTAGE	47
SECTION 27. MINIMUM SCALE.....	48
SECTION 28. SEATS	48
SECTION 29. AUTOMATION.....	48
SECTION 30. EARLY SHIFT RELEASE.....	48
SECTION 31. ADJUSTMENT OF PAY	48
SECTION 32. MESSAGES.....	48
SECTION 33. ADDITIONAL CLASSIFICATIONS OF WORK.....	48
SECTION 34. BULLETIN BOARD	48
SECTION 35. UNION BUTTONS	49
SECTION 36. WORK ASSIGNMENTS AND WORKLOAD	49
SECTION 37. BARGAINING UNIT WORK.....	50
SECTION 38. LOST AND FOUND	50
SECTION 39. OFF-PREMISES WORK.....	50
SECTION 40. WAGES	50
SECTION 41. NIGHT SHIFT	50
CRAFT RULES	51
KITCHEN DEPARTMENT	51
SECTION 1. CLEANING	51
SECTION 2. APPRENTICES	51
SECTION 3. BEVERAGES	52
SECTION 4. KITCHEN EQUIPMENT	52
SECTION 5. CLASSIFICATIONS	53
BANQUET DEPARTMENT.....	54
SECTION 1. BANQUETS	54
SECTION 2. BANQUET SHIFTS, COVERS, OVERAGES	54
SECTION 3. BANQUET GRATUITIES	55
SECTION 4. RECORDS	58
SECTION 5. BIDDING AND SCHEDULING.....	58
SECTION 6. POP-UP FUNCTIONS AND CANCELLATIONS.....	61
SECTION 7. MISCELLANEOUS	63
SECTION 8. LEAD SERVER.....	64
SECTION 9. DUTIES: SERVERS, BACK AISLE, BANQUET STEWARDS, & COFFEE BREAK	64
SECTION 10. BANQUET SERVERS OVERTIME	67
SECTION 11. BARTENDERS FOR BANQUETS AND SPECIAL OCCASIONS.....	67
SECTION 12. STEADY EXTRA BANQUET BARTENDERS/BARBACKS	68
SECTION 13. EVENT SERVICES.....	69
SECTION 14. VACATION FOR HIRING HALL EXTRAS/POOL	70

FOOD OUTLETS DEPARTMENT	70
SECTION 1. SCHEDULING OF DAYS OFF AND SHIFTS.....	70
SECTION 2. EXTRA SERVERS.....	71
SECTION 3. GRATUITIES	71
SECTION 4. NEW YEAR’S EVE	71
SECTION 5. DUTIES: SERVERS.....	71
SECTION 6. CASH SHORTAGES - MISSING CHECKS.....	72
SECTION 7. CASHIERS	72
SECTION 8. ROOM SERVICE.....	72
BEVERAGE DEPARTMENT	74
SECTION 1. SHIFTS	74
SECTION 2. BARTENDER STATIONS	74
SECTION 3. APPRENTICES	74
SECTION 4. CLEANING	74
SECTION 5. MOVING FURNITURE.....	74
STEWARDING DEPARTMENT	74
SECTION 1. UNIFORMS AND LINEN	74
SECTION 2. SENIORITY.....	75
SECTION 3. SOAP	75
SECTION 4. FLOORING	75
SECTION 5. MULTIPLE DUTIES.....	75
SECTION 6. SHIFTS	75
SECTION 7. SUPPLIES.....	75
BELL STAND DEPARTMENT	75
SECTION 1. DEFINITION OF WORK – BELLPERSON	75
SECTION 2. DELIVERIES/PAYMENTS.....	76
HOUSEKEEPING DEPARTMENT	78
SECTION 1. ROOM CLEANERS	78
PBX DEPARTMENT.....	80
SECTION 1. TELEPHONE OPERATORS	80
SERVICE ASSOCIATES DEPARTMENT.....	80
SECTION 1. SERVICE ASSOCIATES.....	80
APPENDIX “A” SIDE LETTERS	82
APPENDIX “B” WAGE RATES.....	91
APPENDIX “C” UNITE HERE LOCAL 2 PAYROLL CHECK-OFF AUTHORIZATION	97
APPENDIX “D” MEMORANDUM OF UNDERSTANDING RELIEF POSITIONS.....	98
APPENDIX “E” CONTRIBUTIONS TO FUNDS	100
APPENDIX “F” PROXY FORMS.....	103
APPENDIX “G” AGREEMENT ON STEWARDING SCHEDULING PROCEDURES.....	109
APPENDIX “H” AGREEMENT ON MLR SCHEDULING.....	111
APPENDIX “J” NATIONAL MOA.....	116

APPENDIX "K" OWNER'S LETTER128
APPENDIX "L" SIDE LETTER OF AGREEMENT GOVERNMENTAL COORDINATION132

PREAMBLE

THIS AGREEMENT is made and entered into by and between UNITE HERE, LOCAL 2, affiliated with UNITE HERE International Union, AFL-CIO, hereinafter referred to as "the Union", and MARRIOTT INTERNATIONAL, INC., hereinafter referred to as "the Employer" or "the Hotel".

AGREEMENT

SECTION 1. RECOGNITION

The Employer recognizes the Union as the sole representative for the purposes of collective bargaining of all its employees (hereinafter referred to as "associates") employed at the San Francisco Marriott Marquis, falling within the jurisdiction of said Union who are employed in the job classifications, or perform the work of associates employed in those classifications, listed in Appendix B, excluding all other associates employed by the Employer at the Hotel located at 55 Fourth Street, San Francisco, California.

SECTION 2. JOB SECURITY; SUCCESSORSHIP AND SUBCONTRACTING

(a) If the Employer subcontracts any work performed by the bargaining unit, employees shall be transferred to the subcontractor in order of their hotel seniority and shall continue to accumulate hotel seniority while in the employ of the subcontractor or any subsequent subcontractors. In the event the Hotel terminates the services of a subcontractor, the affected employees shall be returned to available employment within the classification with the Employer on the basis of their total hotel seniority if the individual continues to work within the Hotel. An individual previously employed by the Hotel who is working in the hotel as an employee of a subcontractor shall retain job bidding rights pursuant to Section 6, Posting and Promotions. It is understood that subcontractors shall be required to maintain benefits and/or standards at no less than the applicable level set forth in this Agreement.

The Parties acknowledge that the language provided for above, "subcontractors shall be required to maintain benefits," means that employees retained by a new subcontractor shall retain their original date of hire with the hotel or the predecessor subcontractor for seniority purposes and for longevity benefits and their vacation, PTO.

(b) There shall be no subcontracting of food and beverage outlets during the life of this Agreement, absent mutual agreement. The term "subcontracting" is defined broadly to include the sale, assignment, lease or transfer of a food and beverage outlet to or by any third party. "Subcontracting" prohibited by this Agreement includes a lease or other arrangement with a third party for the operation of a food and/or beverage outlet or facility at the Hotel. This Agreement is binding upon any entity which has the ability to "subcontract" bargaining unit work.

(c) In the case of any subcontractors performing bargaining unit work, the Union, at its election, may file a grievance under this Agreement against the Hotel for a contractor's alleged violations of the collective bargaining agreement, applicable written work rules and established past practices. The Hotel will be liable for any contractual remedy without proof that the Hotel permitted, and/or knew about the complained-of practices. In addition to other contractual remedies, an arbitrator may order the hotel to terminate the subcontract in the event of egregious and/or willful and/or repeated violations of the collective bargaining agreement and written work rules. In order to ensure compliance with all of the foregoing, the Hotel will insert into its contracts language and/or addendum requiring the subcontractor to adhere to the collective bargaining agreement and written work rules and providing for the potential

termination of the subcontract under the circumstances stated above. Upon request, the employer shall provide to the union the contract and/or addendum omitting economic terms. Nothing in this Section shall operate or be interpreted as to create a joint employer relationship between the subcontractor and the Employer.

(d) The Employer shall not divide or diminish the scope of the bargaining unit by contracting for the use of any space within the Hotel and within the control of the Employer for operations of any sort customarily performed by bargaining unit employees, including but not limited to food and beverage outlets; any such contracting may be done by the Employer only in accordance with the terms of this CBA, including those concerning subcontracting, and this provision does not alter or reduce to any extent the Employer's rights under such provisions. Nothing in this subsection shall preclude an owner or any other party in interest from contracting for the use of space that is not controlled or managed by the Employer as an existing part of the hotel operation, or preclude the continued leasing or future leasing, whether to the current or any other lessee, of any space currently leased in the Hotel, or preclude the leasing of space currently controlled by the Employer to a different third party subject to the provisions of section (b) in the following sentence. The owner shall not require the Employer to relinquish any part of the Hotel premises managed by the Employer except for (a) use in operations that would not be covered by this CBA if they were conducted by the Employer or (b) use in operations that would be covered by this CBA provided that the economic package paid to or on behalf of employees performing work covered by this CBA shall not be less than the economic package paid to or on behalf of employees under this CBA and shall include an employer-paid defined benefit pension plan. The economic package shall include all emoluments of employment having definite and quantifiable economic value, including but not limited to wages (including premiums, bonuses and incentives, guaranteed workdays or workweeks, health and hospitalization benefits, retirement plan participation, paid vacation, paid holidays and paid sick leave). Nothing in this section or the CBA generally is intended to expand or otherwise add to the existing bargaining unit covered by this CBA.

(e) In the event of a sale and/or transfer of the hotel, the management agreement, and/or the business operations covered by the CBA or any part thereof, Marriott and/or Owner shall, before any sale or transfer or any other change in name or ownership, give notice in writing to the Union of the proposed sale or transfer and identify the parties. Such notice shall be provided prior to the close of the sale and/or transfer.

(f) Prior to reaching a final agreement with the purchaser or transferee (collectively referred to as Transferee), concerning the sale or transfer of the hotel and/or the management agreement, the Owner or Marriott, as the case may be, shall inform the Transferee in writing of the terms of the CBA. A copy of such notice shall be sent to the Union.

(g) (1) The Owner shall make it a condition of the sale and/or transfer of the hotel and/or the management agreement that 1) the Transferee hire the former employees, crediting their original dates of hire, and 2) the CBA should be fully binding on the Transferee and that the Transferee shall execute a copy of the CBA without modification or amendment. By this undertaking, it is expressly understood that the Owner, and the Transferee, and whoever else shall become bound hereto by virtue of their assumption of the CBA, shall insert into a purchase and sale or other written agreement concerning the sale or transfer of the hotel and/or the management agreement, an express provision requiring a Transferee to expressly assume, in writing, the CBA, without modification.

(2) In the event Marriott has the legal authority to sell or otherwise transfer the management agreement and Marriott voluntarily sells or transfers the management agreement, Marriott shall make it a condition of the sale and/or transfer of the management agreement that 1) the Transferee hire the former

employees, crediting their original dates of hire, and 2), the CBA shall be fully binding on the Transferee and that the Transferee shall execute a copy of the CBA without modification or amendment. By this undertaking, it is expressly understood that Marriott, and the Transferee, and whoever else shall become bound hereto by virtue of their assumption of the CBA, shall insert into a purchase and sale or other written agreement concerning the sale or transfer of the management agreement, an express provision requiring a Transferee to expressly assume, in writing, the CBA, without modification.

(h) If the Purchase and Sale or other written agreement providing for the sale or transfer of the hotel and/or the management agreement, as provided in paragraph h above, does not expressly require the Transferee to hire the former employees and assume the CBA in full, the Owner or Marriott, as the case may be, shall be liable to make whole affected employees for their "out of pocket" economic contractual losses only, for the duration of the Agreement, or twenty-three months, if the sale occurs within the last twenty-three months of the collective bargaining agreement whichever is longer. If the Purchase and Sale or other written agreement providing for the sale or transfer of the hotel or management agreement does, as provided in paragraph h above, expressly require the Transferee to hire the former employees and to assume, in writing, the CBA in full as a condition of sale or transfer, the Owner or Marriott shall have met its obligations under this Addendum and will not be liable for any losses flowing or resulting from said sale or transfer or from the Transferee's non-performance and/or breach of its obligations under the written agreement. If the Purchase and Sale or other written agreement providing for the sale or transfer of the hotel and/or the management agreement, as provided in paragraph h, does not expressly require the Transferee to hire the former employees and assume, in writing, the CBA in full, but, in any event, the Transferee hires the former employees and assumes the CBA, the Owner or Marriott shall not be liable for any losses flowing or otherwise resulting from said sale or transfer. It is further agreed that any dispute(s) over the alleged failure of the purchase and sale agreement to require the Transferee to fully assume the CBA and/or pay employees the wages, fringe benefits, etc., provided by the CBA and/or hire employees, shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association notwithstanding the sale or transfer of the hotel or management agreement. The parties agree that the arbitrator must be selected from a panel of experienced labor arbitrators from the National Academy of Arbitrators within 30 days. The arbitrator can order interim relief and the arbitration must be held within 30 days of the selection of the arbitrator.

(i) It is understood that the parties hereto shall not use a sale or transfer to evade this provision or the terms of the CBA. All parties warrant that they will in good faith comply with this successorship agreement. Further, the undersigned warrant, assert and agree that this successorship agreement is executed by them with full authority to represent and bind the Owner and/or Marriott, as the case may be.

(j) The term sale and/or transfer as used throughout this provision with respect to the Owner's obligation will mean a sale, assignment, merger, leasehold, acquisition, or similar transaction which results in the change of ownership or management of the hotel. It is also understood and agreed that the term sale and/or transfer as used in this successorship agreement applies to any changes or a transfer of a management agreement or lease.

(k) This successorship agreement shall apply to all successors, transferees, assignees, lessees, new management companies, new corporate owners or any such other equivalent designee or any other entity which has assumed and/or taken over the operation or ownership of a hotel covered by this collective bargaining agreement. All references herein to the "owner" shall apply with equal force to any lessee with the power and authority to contract with a hotel manager. Additionally, references to "purchase and sale agreements" shall also be deemed to refer to replacement or successor lease agreements entered into by or between any of these parties.

(l) This successorship agreement is intended to protect the employment opportunities and monetary terms and conditions of the employment of bargaining unit members as established in the CBA. For this reason and because of the transactions to which this agreement may apply, sales or transfers of the hotel, the parties believe this agreement is entirely enforceable. However, should the law change or should this clause be deemed unenforceable as applied to a specific transaction or for other reasons, this agreement shall be interpreted and applied to the maximum extent permitted by law, at a minimum to require the Owner and/or Marriott to guarantee and to provide for the protection of unit employees jobs and the maintenance of "union standards," i.e., the economic and other monetary terms of the CBA for the duration of this CBA.

(m) In the event an entity holding a long term lease has effective and partial or exclusive control over decisions to retain or replace Marriott, the lessee will execute this agreement below.

(n) If ownership of the Hotel is transferred in an involuntary transaction, the Employer shall deliver to the Union copies of the entire contents of the personnel files (excluding attorney-client privileged documents, investigatory materials and medical records) of all bargaining unit employees except those files which are delivered to the transferee because it has employed or has made a legally-binding commitment to employ the employees to whom the files pertain.

(o) The provisions of this CBA prohibiting strikes shall be suspended upon the initiation of any proceeding to authorize the sale of the Hotel in an action filed under Chapters 7 or 11 of the United States Bankruptcy Code with respect to the Hotel or with respect to a business segment that includes the Hotel, or by delivery to the Employer of a notice of sale in foreclosure or other similar notice that the Hotel will be taken in a transaction that is not voluntary by the Employer, except where prohibited by domestic law, and shall remain suspended unless and until the condition that caused the suspension has been resolved completely or the Union delivers a written waiver of the suspension. The Employer shall deliver written notice to the Union of a filing or notice covered by this subsection within five days after the Employer files or receives the petition or notice, and shall include a copy of the petition or notice. Notwithstanding any provisions of this subsection to the contrary, the provisions of this CBA prohibiting strikes shall remain in full force and effect if (a) in the case of the initiation of any proceeding to authorize the sale of the Hotel in an action filed under the applicable bankruptcy laws, the assumption of the obligations of the owner under this CBA (as defined hereinafter) is made an express condition of such sale, or (b) in the case of a notice of sale in foreclosure or similar notice that the Hotel will be taken in a transaction that is not voluntary by the Employer, the lender or other entity causing the issuance of the notice has agreed in writing in an instrument making the Union an express third party beneficiary of the promise, that if it retains ownership of the Hotel, to assume the obligations of the Owner under this CBA (as defined hereinafter), or if the Hotel is sold or transferred, that it will require as a condition for such sale or transfer, that any purchaser or transferee to assume the obligations of the Owner under this CBA (as defined hereinafter). For purposes of this subsection c, the "obligations of the owner" shall include (i) the obligation of the purchaser or transferee (the "New Owner") to assume this CBA and to retain the then-current bargaining unit employees, both of which as and to the extent required by the applicable provisions of the existing successorship addendum, or (ii) if the New Owner is not the operator of the Hotel, either directly or through a wholly owned or controlled affiliate, the obligation not to hire a replacement managing entity unless that entity agrees to assume this CBA and to retain the then-current bargaining unit employees, both of which as and to the extent required by the applicable provisions of the existing successorship addendum.

(p) The Union shall not be required to post a bond or other security as a condition to obtaining an injunction or other equitable relief against a violation or threatened violation of this section.

(q) The obligations of this section shall expire one (1) year following the expiration of this CBA. During this one (1) year period, the obligations of this section shall be enforced through the procedures for arbitration provided elsewhere in this CBA and the Union shall retain the power to seek injunctive relief through judicial action as provided in this section.

SECTION 3. MANAGEMENT RIGHTS

The management of the business of the Hotel shall be the sole and exclusive prerogative of the Employer, and the Employer shall have all management rights and prerogatives which it would have had in the absence of this Agreement, except to the extent that the exercise of such management rights and prerogatives violate the provisions of this Agreement. To the extent that such rights do not conflict with the terms of this Agreement, management rights shall include, but not be limited to, the right to recruit, hire, direct, schedule, and assign work to the work force; to discipline, suspend, or discharge for just cause; to determine the size, staffing, and composition of the work force; to revise existing procedures or implement new ones; to transfer and promote associates; to determine the extent to which operations shall be expanded or curtailed; and to continue, make, alter, and amend work rules not in conflict with the specific provisions of this Agreement. The Hotel shall retain and may exercise all the foregoing management rights or prerogatives except to the extent that such rights or prerogatives conflict with the provisions of this Agreement.

SECTION 4. HIRING

(a) In the hiring and discharging of associates, the Employer shall determine the suitability and competence of the associates consistent with the provisions of this Section, provided that such determination shall not be used for the purpose of discriminating against members of the Union, or to circumvent the spirit and intent of this Agreement.

(b) Consistent with the requirements of Section 6, POSTING AND PROMOTIONS, in hiring bargaining unit personnel, the Employer shall notify the Union of the available position at the same time that the Employer notifies the Community Based Organizations of said position. Such notification shall occur at least three (3) days prior to advertising for applicants from sources other than the Community Based Organizations. The Hotel shall consider all candidates who have been referred in a timely manner by the Union and any Community Based Organizations. The Employer retains the right to reject any or all applicants from the Union and/or the Community Based Organizations.

The Employer shall notify the Union on forms mutually satisfactory to both parties of the employment of all classifications of new associates covered by this Agreement within seventy-two (72) hours, Saturdays, Sundays, and holidays excepted, of the date of the employment of such individuals.

When extra banquet food servers are required, the Union shall be notified at least forty-eight (48) hours in advance, unless the fact that such extra banquet servers would be required was not known to the Hotel forty-eight (48) hours in advance. In the hiring of extra banquet servers for banquets, the Hotel shall designate the number of extra banquet servers needed and the Union shall then furnish crews of extra banquet servers in accordance with the procedures established by the parties. In placing orders for hiring hall extra servers, the Hotel shall provide the Union with information regarding the type of function and the room in which the event is scheduled to be held.

When the Employer has an order of fifty (50) or more extra banquet servers, the Employer shall notify the Union as far in advance of the event as possible of the size of the order. At the Union's discretion upon such notification, the Union shall notify the other Employers that a special roll call will be

scheduled in order to fill the orders. The other Employers shall then give the Union their respective orders so that the special roll call can occur.

Within forty-eight (48) hours of the special roll call, when the jobs are posted, all unfilled jobs shall be returned to the Employers so that the Employer can fill the jobs by other sources. It is the intent of the parties that special roll call shall be conducted in a way that gives Employers at least thirty-six (36) hours' notice in advance of the events that the hiring hall will not be able to fill the order of the special roll call.

(c) Associates who are now members of the Union shall, as a condition of continued employment, remain members of the Union. All other associates within the bargaining unit and all new associates employed within the bargaining unit shall, as a condition of employment, become members after thirty (30) calendar days from the execution of this Agreement or their date of employment, whichever is later. The Employer shall automatically deduct dues and initiation fees and forward them to the Union where the associate has executed a Payroll Deduction Authorization. The Payroll Deduction Authorization, attached hereto as Appendix C, shall be presented for the associate's signature at the Associate Orientation or when the associate fills out other employment-related forms upon being hired. The Union agrees to permit all associates to become and remain members of the Union on the same terms and conditions on which any associates, now members of the Union, were admitted to membership. The obligation of Union membership as set forth herein shall be satisfied by the timely payment of the initiation fees and monthly dues uniformly required of all other bargaining unit associates.

(d) New hires shall be required to complete Union membership application forms, provided by the Union, after thirty (30) calendar days of employment, but not later than the thirty-fifth (35th) calendar day of employment. Such forms shall be forwarded to the Union's Secretary-Treasurer's office, along with the Payroll Deduction Authorization form if the associate elects to make such authorization.

(e) The Union shall notify the Employer in writing when an associate has not complied with subsection (c) and (d) herein. After two (2) days (except Saturday, Sunday, or holidays) from receipt of such notice, if such associate has not complied with the provisions of subsections (c) and (d), such associate shall be promptly removed from the schedule pending notice from the Union that the employee has made arrangements to become current in their duties. The Union shall have recourse to Step 3, Grievance Procedure should the Employer fail to comply. The Union shall indemnify, defend, and save harmless the Employer against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon this check-off provision.

(f) If such associate so hired makes application to join the Union, the Union agrees to accept such application and accept for membership such applicant on the same terms and conditions on which any associates, now members of the Union, were admitted to membership.

(g) Selection by the Union of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies, or requirements.

(h) The first ninety (90) days of employment shall be a probationary period, during which time the Employer may discipline or discharge with or without cause and without resort to the grievance procedure.

(i) An associate shall not be required or permitted to subscribe to any form of insurance prescribed by the Employer or to make any deductions from wages without the written authorization of

such associate, except such as may be required by law or this Agreement. When an associate is required as a condition of employment to be bonded, the Employer shall pay the cost of said bond.

(j) Associates shall not be required to sign employment applications which are inconsistent with the provisions of this Agreement. A sample copy of the application form shall be on file with the Union.

(k) All newly hired Marriott associates will be hired at the "New Hire" rate for their respective classifications, as listed in the wage scales. Associates will receive an increase on their one (1) year anniversary, which will be effective on the Saturday following their anniversary date. The increase is equal to the "One Year" rate as set forth in Appendix B.

(l) Any person hired through a non-governmental employment agency to fill a position in the bargaining unit shall be reimbursed by the Employer in full for any fees charged by and/or paid to said employment agency to obtain the position.

(m) The Employer agrees to honor voluntary political contribution deduction authorizations from its associates, in the following form:

UNITE HERE TIP Campaign Committee

CHECK-OFF AUTHORIZATION FOR POLITICAL CONTRIBUTIONS FROM WAGES

I, _____ hereby authorize and direct the PAYROLL DEPARTMENT OF _____ to

(NAME OF EMPLOYER) deduct from my salary the sum of \$ _____ per month and to transmit that sum to the UNITE HERE TIP Campaign Committee. I understand that (1) my contributions will be used for political purposes to advance the interests of the members of UNITE HERE, their families, and all workers, including support of federal and state candidates and political committees and addressing political issues of public importance; (2) contributing to the UNITE HERE TIP Campaign Committee is not a condition of membership in UNITE HERE or any of its affiliates, or a condition of employment; (3) I may refuse to contribute without reprisal; and (4) any guideline contribution amounts proposed by UNITE HERE are only suggestions; I may contribute more or less than those amounts, and I will not be favored or disadvantaged by UNITE HERE because of the amount of my contributions or my decision not to contribute.

NAME _____
(PRINT YOUR FULL NAME HERE)

SIGNATURE _____

SOCIAL SECURITY NUMBER _____

DATE _____

ADDRESS _____

STREET _____ (CITY, STATE, ZIP CODE _____)

DEPARTMENT or AFFILIATE or LOCAL _____

POSITION _____

Federal law requires us to use our best efforts to collect and report the name, mailing address, occupation and name of employer of individuals whose contributions exceed \$200 in a calendar year. Only U.S. citizens and lawful permanent residents, who are UNITE HERE members or UNITE HERE executive or administrative staff, or their family members, may contribute.

Contributions or gifts to the UNITE HERE TIP Campaign Committee are not tax deductible.

The political contribution deduction shall be made once each month during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the UNITE HERE TIP Campaign Committee Washington, DC 20007, 275 Seventh Avenue, 11th Floor, New York, NY 10001, Attention Treasurer, accompanied by a form stating the name and Social Security number of each employee for whom a deduction has been made, and the amount deducted. A copy of said form shall be sent to UNITE HERE Local 2, 209 Golden Gate Avenue, San Francisco, California 94102.

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

(n) The Employer shall provide new hires with Union Membership packets, provided by the Union, which shall include information regarding dues, withdrawal cards, Union resources, and the Union contract. Such packets shall not contain any derogatory materials regarding the Employer or its personnel.

(o) Union field representatives or designated shop stewards shall be afforded the opportunity to meet with new hires on paid time for at least fifteen (15) minutes but not more than thirty (30) minutes during the Hotel's orientation and training of the new associate, upon request by the Union.

(p) The Employer agrees to distribute delinquent dues notices, upon request by the Union, to members in arrears.

(q) 1. The Employer and the Union are committed to a diverse workforce, practicing equal employment opportunity and engaging in affirmative efforts to create and maintain an environment that supports and encourages the contribution of all employees. The parties pledge to have and maintain a productive and hospitable environment with a work force reflective of the diversity in San Francisco. They are proud of the workforce's diversity and the benefits it brings to the hotels and the hotel industry in general.

2. The Employer and the Union commit to act in good faith to outreach to the African-American and other minority communities in order to continue to attract them as applicants to the hotels.

3. The Employer and the Union shall work in partnership in their commitment to ensure the diversity of the Employer's workforce, to continue to include all minorities, through a coordinated outreach program. To accomplish this goal, the Employer and the Union agree to participate in an ad hoc task force, to coordinate outreach efforts and discuss best practices, including the following possible actions:

- a. Job fair;
- b. Inform and educate the local community about career opportunities with the Employer;
- c. Contact diverse community groups and schools to enhance community knowledge of the Employer and jobs and career opportunities that it may have for members of the local community;
- d. Work with existing community job development and training programs that will assist the Employer in identifying potential job applicants.

On an as-needed basis, and by mutual agreement, the parties may invite representatives of the community to meet with the task force in order to offer suggestions on how best to achieve the above-stated objectives.

(r) In the hiring of applicants or the transfer or promotion of employees, the employer shall not conduct a review of financial credit history or credit reports concerning the employee except for hiring, promotion and transfers involving purchasing, invoicing or cash handling responsibilities.

SECTION 5. ADDITIONAL HOTELS

The parties hereto acknowledge the existence of a Memorandum of Understanding (MOU) by and between Marriott International, Inc. and the Union which concerns the subject of Additional Hotels and which was negotiated in partial consideration for other terms and conditions of this Agreement. Said MOU is incorporated by reference into this Agreement.

SECTION 6. NO LOSS OF WAGE RATE

No associate shall, as a result of the signing of this Agreement, suffer a reduction in his/her wage rate.

SECTION 7. EMPLOYEE INFORMATION

To permit the Union to properly and efficiently carry out its responsibilities, the Employer shall provide the following information to the Union:

(a) Quarterly, a list of all employees hired into the bargaining unit during the preceding month, including each employee's name, address, phone number, department, location, job title, hire date, status (full time, part time, etc.) and Article 10 category.

(b) Quarterly, a list of all bargaining unit employees terminated and the reason therefore, placed on leave of absence or transferred out of the bargaining unit, and of all employees transferred into the bargaining unit, during the preceding month including each employee's name and the date(s) of such personnel transactions, and the expected date of return for leaves of absence.

(c) The reports described in subsections (a) and (b) shall be sent to the Union by fax or mail or via e-mail.

(d) The Employer shall furnish the Union with a quarterly list of all employees in the bargaining unit, including each employee's name, department, location, job title, home address, phone number, status (regular, extra, list extra) and date of hire. This report shall be in a computer-readable form in any one of the following media containing header information and a field record layout:

1. 3½" diskette in Formatted Text (Space Delimited) format
2. CD ROM in Formatted Text (Space Delimited) format
3. ZIP Disk in Formatted Text (Space Delimited) format
4. via e-mail transmission

(e) Monthly dues remittance:

The Employer shall remit each month to the designated financial officer of the Union, the amount of deductions made for that particular month, together with a list of employees for whom such deductions have been made. The information shall be in computer readable electronic form, in any one of the following media:

1. 3½" diskette in Formatted Text (Space Delimited) format
2. CD ROM in Formatted Text (Space Delimited) format
3. ZIP Disk in Formatted Text (Space Delimited) format
4. E-Mail the file to us

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

SECTION 8. BUSINESS REPRESENTATIVES

Authorized representatives of the Union shall be free to visit the Hotel at all reasonable hours and shall be permitted to carry out their duties, as set forth herein, provided that there shall be no interference with the proper conduct of business or with the work duties of associates. Representatives may visit associates in the Hotel associate cafeteria, locker rooms, and designated break areas. In guest rooms, guest corridors, or guest floors, representatives may visit with associates only when investigating a specific grievance and when accompanied by a Management Representative. Conversations with associates in other areas of the Hotel shall occur in accordance with the following standards:

(a) No conversation with an individual or group of associates in their work area shall exceed five (5) minutes.

(b) In the front of the house, such conversations shall not occur in the proximity of guests and shall not exceed one (1) minute unless conducted in an area out of the view of guests.

For each visit to the Hotel pursuant to this Section of the Agreement, the authorized representative of the Union shall check in at the associate entrance with security, obtain a visitor's pass, and check out at the conclusion of the visit, at which time the visitor's pass shall be returned to security.

SECTION 9. NO DISCRIMINATION

(a) The Employer reaffirms its continuing commitment to equal employment opportunity. There shall be no unlawful discrimination against any associate on account of membership in, or activity on behalf of, the Union, or because of race, color, creed, sex, sexual orientation, age, disability, medical condition, religion, marital status, or national origin.

(b) The Employer reaffirms its continuing commitment to affirmative action, and the Union recognizes that the Employer has an established affirmative action plan. Consistent with the Employer's affirmative action policy, the Employer and the Union shall endeavor to administer hiring, working conditions, benefits and privileges of employment, compensation, training, upgrading, promotion, transfer, and termination of employment including layoffs and recalls for all associates without discrimination in accordance with subsection (a). In cases where it is appropriate to a particular job and where it is advantageous to the Hotel to have a position staffed by a multi lingual associate, the Hotel recognizes this as an asset.

(c) Each party agrees to advise the other of outstanding equal employment opportunity problems of which it is aware. The Employer and the Union will jointly seek solutions to such problems. The Employer shall consult with the Union prior to any changes in the equal employment opportunity program.

SECTION 10. INDIVIDUAL CONTRACT

No member of the bargaining unit shall be compelled or allowed to enter into any individual contract or agreement with the Employer concerning the conditions of employment varying the conditions of employment contained herein.

SECTION 11. CHANGE OF STATUS/IMMIGRATION

(a) No associate covered by this Agreement shall suffer any loss of seniority, compensation, or benefits due to any changes in the associate's name or social security number. It is understood that falsification by an associate of work history and/or background (except for names and social security number) can be cause for discipline which may include discharge.

(b) In the event that an associate who has completed his or her probationary period has a problem with his or her right to work in the United States of America, or upon notification by the INS that an immigration audit or an investigation is being initiated, or when the Hotel receives No Match letter(s) from Social Security, the Employer shall immediately notify the Union in writing, and upon the Union's request, agrees to meet with the Union to discuss the nature of the problem or investigation to see if a resolution can be reached. Whenever possible, this meeting shall take place before any action by the Employer is taken.

(c) No Match Letters: In the event that the Employer receives notice, either by correspondence or otherwise, from the Social Security Administration ("SSA") indicating that some of the employee names

and Social Security numbers (“SSN”) that the Employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with the SSA’s records, the Employer agrees to the following:

- 1) the Employer will notify the Union upon receipt of any such notice and will provide a copy of the notice to all employees listed on the notice and to the union;
- 2) the Employer will display the following notice prominently on its premises:

“Attention All Employees: In order to ensure that the Social Security taxes that are withdrawn from your wages are properly credited to your Social Security records, please compare the name that appears on your check stub with the name on your Social Security Card to ensure that we are using the exact same information. Even the simplest typographical error can sometimes cause problems in the Social Security Administration’s records, and your earnings might not be properly credited. Correcting this information is very important for your future Social Security benefits should you become disabled or when you retire. Please contact the human resources office if you notice any errors. Thank you.”

- 3) the notice will also be posted in Spanish, Chinese, and any other language spoken by 25% of employees in the hotel;
- 4) the Employer agrees that it will not take any adverse action against any employee just because they are listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee;
- 5) the Employer agrees that it will not require that employees listed on the notice bring in a copy of their Social Security card for the Employer’s review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status just because they are listed on the notice; and
- 6) the Employer agrees not to contact the SSA or any other governmental agency after receiving notice of a no-match from the SSA, except for purposes of correcting apparent incorrect SSA information, e.g. misspellings, transposed numbers, etc.

(d) Bureau of Citizenship and Immigration Services (CIS) agents entry: Should a federal immigration agent or a Department of Homeland Security agent demand entry into the Employer’s premises or the opportunity to interrogate, search or seize the person or property of any employee, then the Employer shall immediately notify the Union by telephone to the union’s office. Except as required by law, the Employer shall not permit the agent(s) to enter the premises without a valid warrant or, in the case of the inspection of the I-9 forms, without 72 hours’ notice. The foregoing shall not require the Employer to deny the Bureau of Immigration and Customs Enforcement or the Department of Labor access to the I-9 forms, except as allowed by law.

In the event that the Employer is served with a validly executed Search or Arrest warrant, the Employer shall arrange for a questioning of employees to occur in as private a setting as possible in the workplace.

(e) The Employer will furnish to any employee terminated because he or she is not authorized to work in the United States of America, a personalized letter stating the employee’s rights and obligations under this Section of the Agreement.

(f) Upon request, associates shall be released for up to five (5) unpaid working days during the term of the Agreement in order to attend to INS proceedings and any related matters for the associate only. The Employer may request verification of such leave.

(g) No associate employed continuously since November 6, 1986 (or before, or as amended by Congress) shall be required to document immigration status.

(h) Bureau of United States Citizenship and Immigration Services (CIS) appointments: The Employer shall grant employees excused absences when given one week's prior notice to attend any appointments scheduled by federal immigration officials or the U.S. Department of State with respect to immigration or citizenship status of the employee, spouse, domestic partner, child or parent. The Employer may require proof of the appointment and proof of the family relationship.

(i) On the day that any employee is sworn in as a United States citizen, the Employer shall grant that employee a paid day off for that day.

(j) Immigration Status Inquiries:

1. The Employer shall not require or demand proof of immigration status, except as may be required by 8 USC § 1324A (B) and applicable regulations.
2. No employee shall be required to reverify status in circumstances constituting "continuing employment" as defined in 8 CFR §274a.2 (b) (1) (viii) except as required by law.

(k) In the event of a sale of the hotel, the current management company will share joint custody of the I-9s with the new management company for a period of three (3) years from the date of the sale. After the three (3) years, the new management company will retain the original I-9s, unless the hotel is currently undergoing an investigation by an agency authorized to deal with immigration issues. In that event, the Employer may retain the I-9s until the investigation is completed.

(l) In the event that an associate is not authorized to work in the United States of America following his or her probationary or introductory period, and his or her employment is terminated for this reason, the Employer agrees to immediately reinstate the associate 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 associate providing proper work authorization within 12 months from the date of termination.

(m) If the associate needs additional time, the Employer will rehire the associate into the next available opening in the associate's former classification, as a new hire without seniority, upon the associate providing proper work authorization within a maximum of 12 additional months. The parties agree that such associates would be subject to a probationary period in this event.

(n) The parties agree that if either party believes that a change in the law (legislation, regulations or enforcement guidelines) has occurred which materially impacts the rights and obligations set forth in this Agreement, they will meet within two weeks to negotiate changes, if any. If the parties are unable to resolve issues pertaining to any such changes in the law, the issues will be submitted to arbitration. The parties agree that this Agreement should not be interpreted to require the Employer to act or refrain from acting in any manner that is prohibited by law.

(o) Limited-English proficient workers: While English is the language of the workplace; the Employer recognizes the right of employees to use the language of their choice amongst themselves, provided that such conversations are conducted in a manner respectful of guests and other employees and is consistent with quality guest service.

(p) Upon request of the employee, the Employer shall provide interpreters, where such a person is available, for employees not fluent in English during any investigative interview that may lead to discipline or discharge. The interpreter shall have no connection to the discipline or investigation being discussed. When the Employer is unable to provide an interpreter, the Union may provide an interpreter. In the event an interpreter is not readily available, timeliness for issuance of the disciplinary or discharge notice automatically shall be tolled until an appropriate interpreter is available.

SECTION 12. GRIEVANCE PROCEDURE

It is mutually agreed between the parties that the speedy resolution of grievances is in the best interests of the associates and the Employer. Timely settlement of disputes fosters better communication, builds morale and trust, and ultimately creates a sense of teamwork in the workplace. To that end, the parties have created the following grievance procedure which encourages the associate to first talk to his supervisor when questions, problems, complaints, or disputes arise, and encourages the resolution of grievances at the lowest possible levels and provides for a quick and fair resolution of problems and disputes.

All claims by or on behalf of bargaining unit associates or the Union against the Employer regarding the application, interpretation, or enforcement of this Agreement, including discipline and discharge, shall be resolved in accordance with the procedures set forth in this Section 12. Such resolution shall be final and binding on the Union, the Employer, and all associate grievants involved. Only the Union and/or an associate may initiate a grievance.

For grievances involving discipline, discharge, or issues pertaining to a single department, the grievance procedure shall commence at Step 1. All other grievances may at the option of the Union commence at Step 2.

Step 1. A designated representative of the Union and the manager of the department involved, or his/her designee, shall meet within ten (10) days of the incident or circumstances giving rise to the dispute in an attempt to resolve the matter. The grievance need not be in writing at this stage. The associate is encouraged to attend the Step 1 meeting, but is not required to do so. Settlements reached at this level shall be non precedential, unless the Human Resources Director and the Union Field Representative agree that the settlement shall be reduced to writing and may be used as a precedent in the future. The manager involved at Step 1 shall respond within three (3) calendar days after the Step 1 meeting.

In order for a grievance to proceed to Step 2, it must be in writing, which may include e-mail; it must include a description of the alleged violation, the provisions of the Agreement allegedly violated, and the remedy sought; and it must be delivered to the office of the Director of Human Resources within twenty (20) calendar days of the event which is the subject of the grievance. If there has been no Step 1 meeting and the Union has elected to initiate the grievance at Step 2 as permitted above, then the grievance must be delivered to the office of the Director of Human Resources within fourteen (14) calendar days of the event which is the subject of the grievance. The filing of a written grievance shall be deemed a request for a Step 2 meeting.

Step 2. A designated representative of the Union and the Director of Human Resources, or his/her designee, shall meet within seven (7) calendar days of the filing of the written grievance in an attempt to resolve the matter. The Director of Human Resources, or his/her designee, shall respond within five (5) calendar days of the Step 2 meeting. If the Union so requests at the Step 2 meeting, the response shall be in writing. If there is no timely response, the grievance shall be deemed denied.

Time limits at any step in the procedure may be waived by the mutual agreement of the parties.

Step 3. If the matter is not resolved at Step 2, the Union may file a written request for an Adjustment Board hearing with the Director of Human Resources within seven (7) calendar days of the Step 2 response, or if there is no such response, within twelve (12) calendar days of the Step 2 meeting. The Adjustment Board hearing shall be held within fourteen (14) calendar days of the written request. The Adjustment Board shall consist of two (2) management representatives and two (2) Union representatives. In suspension and termination cases and other grievance matters when mutually agreed by the parties, the Adjustment Board shall include a neutral mediator who shall act as Chairman and who shall mediate the dispute in an attempt to have the parties reach a settlement. The Adjustment Board shall be governed by the following rules:

1. The grievant shall have the right to be present at the Adjustment Board hearing.
2. Each party shall have one (1) principal spokesperson.
3. Outside lawyers or consultants shall not participate in an Adjustment Board hearing.
4. Proceedings shall be informal in nature. The presentation of evidence is not limited to that presented at earlier steps of the grievance procedure. The rules of evidence shall not apply, and no formal record of the Adjustment Board hearing shall be made.
5. The Adjustment Board shall have no power to alter or amend the terms of this Agreement.

Where the Adjustment Board includes a mediator, the following additional rules shall apply:

1. Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing.
2. The mediator shall have the authority to meet separately with any person or persons but will not have the authority to compel a resolution of a grievance.
3. If no settlement is reached, the mediator shall provide the parties with an immediate written advisory decision.
4. The mediator shall state the grounds for his/her advisory decision.
5. The cost of the mediator, if any, shall be split between the Hotel and the Union.
6. By mutual agreement in advance of the Adjustment Board hearing, the neutral mediator may be designated a mediator/arbitrator who will attempt to mediate the dispute. In the event a mediated settlement cannot be reached, the decision of the mediator/arbitrator shall be binding on both parties.

7. The parties may, by mutual agreement prior to the Adjustment Board hearing, agree that the case may be heard without a neutral fifth (5th) person.

Arbitration. If the grievance is not resolved at Step 3, the Union may request in writing that the matter be submitted to arbitration. Such request must be delivered to the Director of Human Resources within fourteen (14) calendar days after the Step 3 meeting or the grievance shall not be considered further. John Kagel shall be the primary arbitrator. In the event that Mr. Kagel cannot conduct the hearing within thirty (30) days after being notified of his selection, the matter shall be heard by Lawrence Corbett, the alternate arbitrator, unless otherwise mutually agreed by the parties. The arbitrator shall have no authority to add to, modify, or delete provisions of this Agreement. The arbitrator's decision in interpreting this Agreement shall not go beyond what is necessary to determine the specific grievance at issue. Each party shall bear its own costs of arbitration, except that the arbitrator's fee and his related costs shall be divided equally between the parties.

Past practice, bargaining history, and prior arbitrations to the extent they involve other hotels shall not be admissible nor otherwise be considered by an arbitrator in any arbitration under this Agreement, except that the arbitrator may consider published arbitration decisions from any relevant industry for whatever precedential value they may have. Likewise, the arbitrator may consider unpublished arbitration decisions from the San Francisco hotel industry for whatever precedential value they may have, provided that the arbitrator shall not decide any case involving the Employer on the basis of past practices or bargaining histories of other hotels.

In the event that a grievance which has been mediated subsequently goes to arbitration, no person serving as the mediator with respect to the matter may serve as the arbitrator. Nothing said or done by the mediator may be referred to in the arbitration proceeding. No offer of settlement or compromise made by either party at any time, including during the mediation process, may be admitted in any subsequent arbitration.

Expedited Arbitration. At the request of either the Union or the Employer, any individual discharge case shall be submitted to expedited arbitration in accordance with the following procedure. The arbitration hearing shall be held within thirty (30) calendar days after the submission of the discharge grievance to expedited arbitration. There shall be a transcript of the proceeding before the arbitrator. Either party may request the opportunity to file written briefs. If a party objects to the filing of written briefs, the arbitrator shall determine whether written briefs would be of assistance in rendering a decision. The arbitrator's decision with respect to the grievance shall be submitted to the parties in writing.

The arbitrator shall render his decision within thirty (30) days after the close of the hearing, unless the parties mutually agree to an alternative time frame for the issuance of the decision.

Dispute Resolution: 2013-2018 MOA ONLY

(1) The parties agree that any disputes over the interpretation or application of the 2013-2018 MOA shall be submitted to expedited arbitration using a mutually acceptable person. If the parties are not otherwise able to agree upon an arbitrator, the parties shall request from the American Arbitration Association a list of nine (9) arbitrators who are members of the National Academy of Arbitrators and who have their principal residence within fifty (50) miles of where the Hotel is located. The parties shall, within 14 days of receiving the list, select a permanent arbitrator under the 2013-2018 MOA by alternately striking names from the list. The party to strike first shall be determined by coin toss. The next-to-last name stricken from this list shall be the alternate arbitrator. The permanent arbitrator shall hear and decide all disputes submitted to arbitration unless the permanent arbitrator is unavailable for a hearing within 90 days

from the date of submission but the alternate arbitrator is available during such 90-day period, in which case the dispute shall be submitted to the alternate arbitrator for hearing and decision. The Arbitrator shall have the authority to determine the arbitration procedures to be followed. The Arbitrator shall have no authority to alter, amend, add to, subtract from or otherwise modify or change the terms and conditions of the 2013-2018 MOA or engage in interest arbitration. Without limiting the foregoing, the Union acknowledges and agrees that the Arbitrator shall have no authority to alter, amend, add to, subtract from or otherwise modify the provisions of Section C in any manner detrimental to the Employer. Any costs incurred by the parties in instituting proceedings before the Arbitrator, or defending against the same, shall be the responsibility of the respective party. The expenses and fees of the Arbitrator, and of the court reporter, if any, shall be shared equally by the Employer and the Union. The Arbitrator shall have the authority to order the non-compliant party to comply with the 2013-2018 MOA. Any arbitration award or decision issued by the Arbitrator, written or otherwise, shall be final and binding upon the parties. The United States District Court for the Northern District of California shall have exclusive jurisdiction in any action concerning arbitration under the 2013-2018 MOA.

(2) Unless otherwise mutually agreed to by the Employer and the Union in a written document expressly referencing the 2013-2018 MOA, the arbitration provisions herein shall be the sole and exclusive dispute resolution procedure for any disputes between the parties concerning or relating to an interpretation or application of any term of the 2013-2018 MOA, notwithstanding that the issue or dispute also is subject to or may fall within the grievance and arbitration provisions of the CBA. The Hotel and the Union hereby waive any right they may otherwise have under grievance and arbitration provisions of the Labor Agreement and Successor Labor Agreement with respect to any and all disputes concerning the interpretation or application of any provision of the 2013-2018 MOA, and the Employer and the Union shall modify the grievance and arbitration provisions of the CBA as necessary to conform to this Dispute Resolution provision.

SECTION 13. DISCIPLINE

(a) Written disciplinary notices (written warnings, suspensions, and terminations) issued to associates must specify the events or actions for which the notices are issued. Written disciplinary notices (written warnings, suspensions, and terminations) shall be issued to associates (excluding extra and pool status personnel) within four (4) working days (eight (8) working days in the case of extra and pool status associates), excluding Saturdays, Sundays, holidays, vacations, sick leave, PTO (Personal Time), leave of absences, or any other authorized leaves, after the event or action for which the written disciplinary notice is issued or within four (4) working days (eight (8) working days in the case of extra and pool status associates), excluding Saturdays, Sundays, holidays, vacations, sick leave, PTO (Personal Time), leave of absences, or other authorized leaves, after the Employer first became aware of such event or action. There shall be a standard written warning notice form. Time limits may be extended only by mutual agreement of the parties.

(b) A legible copy of any written warning notice, notice of suspension, or notice of discharge shall be given immediately to the associate, with a copy mailed to the Union within seventy-two (72) hours after issuance of the notice, excluding Saturdays, Sundays, and holidays.

(c) The Employer may discipline, suspend, or discharge only for just cause.

(d) An associate may request the attendance of an authorized representative of the Union at an investigatory interview where the associate reasonably and in good faith believes discipline may result from such investigatory interview or where disciplinary measures may be taken.

(e) Warning notices and suspensions shall not be used as a basis for discipline after a period of twelve (12) months.

(f) Associates shall only be issued warning notices or disciplinary suspensions on the job during working time except where an investigatory suspension is converted into a disciplinary suspension or termination.

(g) Disciplinary action based on customer complaints may occur only after obtaining the associate's version of the incidents alleged.

(h) If the report of a "spotter" agency is used as a basis for any discipline, the agency involved must be duly licensed in the State of California. The disciplinary action shall take place within five (5) days after the receipt of the "spotter's" report excluding Saturdays, Sundays, holidays, vacations, sick leave, PTO (Personal Time), leave of absences, or other authorized leaves.

(i) Verbal warnings must be clearly stated.

SECTION 14. CONFESSIONS, LIE DETECTORS

(a) No associate shall be required or requested as a condition of hire or continued employment to sign a confession or statement concerning his or another associate's conduct.

(b) The Employer shall not demand or require that an applicant or an associate take a polygraph, lie detector, or similar test as a condition of continued employment.

SECTION 15. PERSONNEL FILES

(a) The Employer shall at reasonable times and reasonable intervals, upon the request of an associate, permit that associate to inspect such associate's master personnel file. At the associate's request, an authorized representative of the Union may be present during the associate's inspection of his/her personnel file.

(b) The Employer shall keep a copy of each associate's personnel file on the Hotel's premises in San Francisco, or shall make such file available at such place within a reasonable period of time after a request by the associate to inspect the file.

(c) This Section does not apply to the records of an associate relating to an ongoing investigation of a possible criminal offense or to letters of reference.

(d) In the event that the Employer intends to use documents from departmental files, which are not part of an associate's master personnel file, as a basis for discipline against an associate, such documents shall be given to regular associates within five (5) days and to pool and extra associates within ten (10) days after the placement of the document in the departmental file. Such documents shall be subject to the grievance procedure.

SECTION 16. SAFETY AND HEALTH

(a) The Employer shall maintain a safe workplace and shall provide for the protection of the health and safety of the associates and the workplace through the use of appropriate safety devices and safeguards as required by law.

(b) The Employer and the Union shall continue the established Safety Committee to review and discuss health and safety matters. The Committee shall be comprised of management and non-supervisory personnel. One half of the members of the Committee shall be members of the bargaining unit selected by the Union. The Committee shall meet regularly. Committee meetings shall be held during working time.

(c) Any grievance filed by the Union alleging a violation of this Section may be referred, after a period of twenty (20) calendar days, to Step 3 of the grievance procedure.

(d) During an inspection by OSHA, an authorized Union Representative shall have the right to participate in such inspection.

(e) Upon request by the Union, the Employer shall furnish annually to the Union with respect to bargaining unit personnel the OSHA Log 300 and the Employer's Report of Occupational Illness or Injury or other reports substituted by OSHA in the future setting forth the same information.

(f) Safety Incentive Programs, if implemented, shall be designed to improve safety in the workplace and raise awareness of safe work practices. Such programs shall not discourage the timely reporting of workplace accidents. Safety incentive programs shall be designed in a way in which associates will not receive incentives for failing to report bona fide injuries.

(g) Not less than twenty-four (24) hours' notice shall be provided to an associate of a workers' compensation investigatory interview conducted by a workers' compensation carrier or other similar third-party representative, unless the associate waives such notice. Upon request, the associate shall have the right to have Union representation present for such an interview, provided that it does not delay the interview.

(h) Either party may request that a study be conducted to review health and safety issues, including ergonomics on the job, in a particular department. The scope and content of such study must be mutually agreed upon, jointly designed, and conducted by a mutually agreed-upon expert(s) in the area of occupational health issues. The cost of such mutually agreed study shall be borne either equally by the parties or funded by other sources, such as foundations or other grants. Any recommendations resulting from such study shall be implemented only by mutual agreement of the parties.

SECTION 17. EMERGENCY

An "emergency" shall be defined as: a crisis, a serious situation or occurrence that happens unexpectedly and demands immediate action.

SECTION 18. COPIES OF CONTRACT

The parties will share equally the cost for the printing of a reasonable number of copies of this Agreement.

SECTION 19. SAVINGS CLAUSE

If any provisions or sections of this Agreement are rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. The parties agree that upon such invalidation, the parties shall meet within two (2) weeks, and negotiate substitute provisions for such parts of provisions rendered or declared invalid.

SECTION 20. RELATIONS

- (a) There shall be no strikes, lockouts, picketing, or stoppages of work during the life of this Agreement.
- (b) The observance of a bona fide picket line sanctioned by the San Francisco Labor Council by any individual member of the Union shall not constitute a breach of this Agreement, provided that no affirmative action is taken by the Union in violation of this Agreement.
- (c) The Employer and the Union agree that all construction work involving contracts in excess of \$2000 involving the renovation or painting of the hotel, performed at the hotel, shall be done only by employees of the Employer or of contractors who are covered by a collective bargaining agreement.

In the event that no such union contractor in San Francisco is readily available on the schedule as determined by the employer to perform the work, the employer agrees that employees working for that non-union contractor shall receive wages and benefits at least of the applicable level provided in the Davis-Bacon Act. Upon request by the Union, the employer shall require either the General Contractor or the Subcontractor to provide the Union with payroll records verifying the payment of such wages and benefits to the subcontracted employees.

- (d) The Employer and the Union agree that all audio-visual work performed at the hotel shall be done by employees of the Employer or of subcontractors whose wage and benefits are commensurate with the prevailing area standards for like work.

Upon request by the Union, the Employer shall provide the Union with records verifying that the wages and benefits of such employees of a contractor who employs any employees to perform audio-visual work at the hotel are commensurate with the prevailing area standards for like work.

- (e) The Union agrees that it will not, in connection with any disputes or disagreements concerning the interpretation or implementation of the matters addressed in the 2013-2018 MOA, including but not limited to disagreements arising from the discussions referenced in sections B.3-4, defame, disparage, demean, denigrate, or interfere with the business or operations, or cause or permit any affiliated locals or their agents to defame, disparage, demean, denigrate or interfere with the business or operations, of the Employer, the Hotel, or any of their respective officers, directors, executives, managers or agents; and (b) the Employer will not, in connection with the matters addressed in the 2013-2018 MOA, defame, disparage, demean, denigrate, or interfere with the business or operations, or cause or permit their agents to defame, disparage, demean, denigrate, or interfere with the business or operations, of the Union or any of its respective officers, directors, executives, managers or agents. This paragraph shall not be interpreted to restrict any communications by any party unrelated to the matters addressed in the 2013-2018 MOA. The provisions of this section are not intended and shall not be interpreted to restrain or limit the parties in the ordinary performance of their respective responsibilities.

SECTION 21. HEALTH & WELFARE, LEGAL SERVICES, EDUCATION & RETIREMENT BENEFITS

Section 21.1 Eligibility For Marriott Health and Welfare (Medical/Dental) Benefits:

A. *Establishing Initial Eligibility:*

Newly-Hired Associates: Newly-hired associates who are expected to work or be paid for more than the minimum-average weekly hours requirement to establish eligibility for Welfare benefits set forth in the Table below, will become eligible for medical and dental benefits provided by Employer identified in Section 21.2 below, on the first Saturday following their ninetieth (90th) day of employment regardless of hours actually worked or paid. Newly-hired associates (except extras), who were not expected to work more than the minimum-average weekly hours requirements, but who, in fact, exceed this standard, will be eligible for Marriott benefits on the first Saturday following their ninetieth (90th) day of employment regardless of initial expectations about their hours.

Average Hours Per Week To Establish Welfare Eligibility is 10 hours worked or compensated per work week, on average.

Continuing and All Other Associates: For all other associates (including all newly hired associates who are not expected to work and do not work more than the minimum-average weekly hours requirement), Marriott shall employ a “rolling” quarter method for determining the eligibility of associates for benefits. A “rolling quarter” changes monthly; it is any three (3) month period in which the associate meets or exceeds the eligibility qualifications.

Associates who do not qualify for Marriott medical and dental benefits under the rules stated above will be eligible for such benefits effective on the first Saturday of any month after they meet or exceed the minimum-average weekly hours requirement, in each of the two (2) consecutive immediately preceding “rolling” quarters. The minimum-average hour requirement must be met in each of the two (2) immediately preceding quarters; hours worked or paid are averaged only within a quarter, not over the entire two (2) “rolling” quarters.

B. *Maintaining, Losing And Re-Establishing Eligibility For Marriott Benefits:*

Once an associate has established his or her eligibility for benefits under either of the rules stated above, i.e., either as a new hire or under the rule applicable to all other associates, the associate shall maintain his or her eligibility for Marriott benefits until the associate fails to meet the minimum-average hours standard for two (2) consecutive “rolling” quarters. Once eligibility is established, an associate shall remain eligible for benefits for a minimum of two (2) consecutive “rolling” quarters (actually, payroll Saturday to payroll Saturday), regardless of hours worked or paid in the preceding six (6) months, provided the associate is still employed by the Company.

Once eligibility is lost, eligibility may be re-established by meeting or exceeding the minimum-average hours worked or compensated standard for one (1) “rolling” quarter, i.e., it takes only one (1) quarter of meeting the minimum-average hours worked standard to re-establish eligibility for Marriott Benefits. Once eligibility is lost, the associate shall remain ineligible for medical and dental benefits for a minimum of one (1) quarter regardless of the hours worked or paid in the immediately preceding “rolling” quarter. Associates who are on layoff for three (3) consecutive months will be eligible for health benefits for three (3) months from the date of layoff.

C. *Limited Eligibility For Benefits Provided By The San Francisco Culinary, Bartenders And Service Employees Welfare Trust Fund And Plans Of Benefits And Contributions To Said Fund:*

The same eligibility rules expressed above shall apply to determine when contributions will commence and/or terminate to the San Francisco Culinary, Bartenders and Service Employees Welfare Trust Fund (“Fund”) for the limited purposes and benefit programs identified in Section 21.2 below, with these further provisions. If the last day of the qualifying period (i.e., the ninetieth (90th) day of employment for new hires) falls on or before the fifteenth (15th) day of the month, a contribution to the Fund shall be deemed payable and owed for that month. The actual payment of that month’s contribution may be deferred until the next month along with that month’s contributions, at the election of the Company.

Eligibility for benefits shall be determined according to the Trust Fund’s rules, which currently are that eligibility for Fund benefits follows the month for which the contributions are owed. The Employer agrees to provide the Fund with timely and complete information concerning an associates’ qualification for Marriott benefits and/or the loss of eligibility and as may be required by the Fund to conduct periodic payroll audits for the purpose of verifying the accuracy of the monthly contributions.

The same rule applies to associates losing eligibility.

All extra and banquet associates whose combined employment by one or more Employers in the Industry equals the qualifying periods set forth in paragraph (1) below, for the period immediately preceding the first day of each month, shall be considered eligible associates and the respective Employer shall make the contribution required by this Agreement for each such associate, prorated in accordance with employment records, not later than the tenth (10th) day of each succeeding month, and each of such associates shall be entitled to all benefits provided for by the Health & Welfare, Pension and Education Funds; provided that not more than one (1) full contribution shall be made on behalf of each associate.

The industry is the San Francisco Hotel, Restaurant & Club Industry as covered in the San Francisco Hotel, Restaurant & Club Industry Fringe Benefit Collective Bargaining Agreement for the period of November 1, 1981 to October 31, 1983 (also known as the Levin Award).

(1) All extra and banquet associates who have worked two (2) short shifts or more per week in at least three (3) of the payroll weeks during the four (4) payroll weeks of the Employers’ immediately preceding the first of the month for which contributions are due.

No associate under this Agreement shall have more than one (1) full contribution per month made on his behalf. Should an associate other than one covered by Section 21.1, work for more than one contributing Employer in the Industry such contribution shall be divided on an equal basis among said Employers. Further it is understood that no individual covered by the terms of this Agreement shall receive more than the benefits provided for an individual working solely for a single Employer.

Section 21.2 Limited Participation in San Francisco Culinary, Bartenders and Service Employees Welfare Trust Fund and Plans of Benefits:

The Employer agrees to commence participation in and contributions to the Dependent or “Child” Care/Elder Care, Vision and HIV benefits programs offered by the San Francisco Culinary, Bartenders and Service Employees Welfare Trust Fund (“Welfare Fund”), for all associates who meet the eligibility standards referenced in section 21.1 above, in the amounts shown in Appendix F. This obligation applies

to the existing benefits or as these programs may be modified by the Welfare Fund Trustees. The level and scope of the Dependent or "Child" Care/Elder Care, HIV and Vision benefits, as well as the Legal and Pension benefits which shall become available to associates, (see the appropriate sections of this Article concerning these benefit programs below), shall be determined by the Trust Fund's trustees, and shall be as described in the Funds' Summary Plan Descriptions (SPDs).

For the purpose of making these contributions and participating in these benefits programs the Employer acknowledges receipt of a copy of the Agreement and Declaration of Trust of the Welfare Fund. The Employer agrees to abide by all of the terms and conditions of said Trust Agreement and as the same may be modified, and all of the rules and practices of said trust fund applicable to other contributing employers, including but not limited to the timely making of contributions, the assessment of liquidated damages, interest, attorney's fees, and possible arbitration fees in the case of untimely and/or delinquent contributions, etc. In accordance with the Trust Agreement, contributions to the Welfare Fund are due no later than the tenth (10th) day of each month; contributions are deemed "delinquent" if not received by the twentieth (20th) day of each month.

Section 21.3 Contribution Rates To the Welfare Trust Fund:

The monthly rate(s) of Employer contributions to the Welfare Trust Fund for the benefit programs provided by the Welfare Trust Fund identified in Section 21.2 above shall be at the rates in Appendix F.

Section 21.4 Child Care/Elder Care:

Except as provided for in Section 21.5, monthly contributions based on cents-per-hour-worked-or-compensated, to the Child Care/Elder Care benefits program of the Health and Welfare Fund and sub-account of the Health and Welfare Fund, shall be in the amounts and according to the schedule shown in Appendix "F". Such contributions and the amounts held in the Child Care/Elder Care sub-account of the Welfare Fund shall be assets of the Health and Welfare Fund.

Section 21.5 "Maintenance of Benefits" for the duration of this Agreement:

(a) The Employer agrees to maintain the "kind and quantity" of existing medical, dental, prescription drug, life insurance, disability, mental health or substance abuse programs or benefits as currently exist. This obligation shall be interpreted broadly and precludes changes in the plan rules or administrative practices which limit or reduce benefits, e.g., adverse rules respecting benefits for "out of plan" medical costs and/or emergency medical costs or benefits, an adverse change in the definition of an eligible "dependent", etc. The obligation to maintain benefits applies to dependent as well as active associate benefits and precludes new or increased exclusions from coverage or limitations on benefits.

(b) Nothing in this "maintenance of benefits" obligation, however, shall prevent the Employer from changing administrative practices which are neutral or more beneficial in their effect on associates, or from changing providers if the selection of individual providers, e.g., physicians, dentists, etc., is, while different, not more restrictive than existing panels, the "kind and quantity" of benefits remains the same or improves, and there are no adverse changes in administrative practices, as those phrases are defined and used above.

(c) The Employer agrees to give the Union advance notice of any and all changes in administrative practices or in the "kind or quantity" of existing benefits long enough in advance of the proposed effective date of such plan changes that the Union can request an opportunity to discuss and potentially, grieve such proposed changes under Section 12 of this Agreement. In any such proceedings,

the parties agree that time shall be of the essence. Specifically, they agree to immediately proceed to arbitration without exhausting preliminary procedures, to expeditiously select an arbitrator and proceed on the first available dates. To enforce this provision and the “maintenance of benefits” obligation generally, the Employer agrees that the Union may seek a “status quo” arbitral injunction order, pre and/or post hearing, from the arbitrator selected to hear such a dispute pending the issuance of a final decision.

Section 21.6 Co-payments and Deductibles:

The “maintenance of benefits” obligation established by this Section also precludes increases in the amount of co-payments to establish eligibility for benefits --currently \$10 for family coverage, nothing for active-associate only --or increases in the amounts which currently may be charged by the PPO or its replacement, if any, for hospital co-payments, office visits, prescription drugs, emergency room visits and for dental, mental health and substance abuse benefits. The Employer shall attempt to avoid any such changes in the HMOs or their replacements but agrees that if such changes are required, the reimbursement to associate procedure discussed below will be used to cover such additional costs. The Employer will continue its current rate of HMO co-payment reimbursements and administrative practices relative to the same, i.e., the manner by which associates are reimbursed for such payments.

Section 21.7 Domestic Partners:

In order for an employee to be eligible for domestic partner benefits as provided in this Agreement, he/she and the individual for whom benefits are being applied must declare their domestic partnership by registering with the City and County of San Francisco and provide proof of registration to the Employer and the Health & Welfare Trust Fund office. Additionally, the employee and his/her domestic partner shall be required to complete an affidavit which must be notarized which shall declare under perjury the following:

1. They have an intimate, committed relationship of mutual caring;
2. They live together;
3. They agree to be responsible for each other’s basic living expenses during their domestic partnership; they also agree that anyone who is owed these expenses can collect from either of them;
4. They are both eighteen (18) and older;
5. Neither of them is married;
6. Neither of them is related to the other as a parent, brother or sister, half brother or sister, niece, nephew, aunt, uncle, grandparent or grandchild;
7. Neither of them has a different domestic partner now; and
8. Neither of them has had a different domestic partner in the last six (6) months (this last condition does not apply if the employee had a partner who dies).

Definitions:

“Live together” means that the two individuals concerned share a place to live. They both do not have to be on the rental agreement or deed.

“Basic living expenses” means the cost of basic food and shelter. It also includes any other expense which is paid by a benefit the employee or his/her partner gets because of the partnership. For example, if the employee gets health insurance from his/her job and the insurance covers his/her partner, they will be responsible for medical bills that the insurance does not pay. They do not have to split basic living expenses to be domestic partners. They just have to agree to provide these things for their partner if he or she cannot provide for himself or herself.

These provisions will also be applicable to benefits described in Section 22 below.

Section 21.8 Legal Fund Benefits and Participation:

Contributions to the Group Legal Services Trust Fund shall be in the amount of fifteen cents (15¢) per hour worked or compensated for as shown in Appendix “F”.

Re-allocation of Contributions Among Funds and Programs

Notwithstanding anything found elsewhere in the collective bargaining agreement referencing the rates of contributions to any fund, the Union shall have the sole discretion to re-allocate continuing contributions, in whole or in part, from the following funds and programs to any other of said funds or programs:

- a. the Child/Elder Care program (i.e. a subsidiary program of the Health and Welfare Fund);
- b. the Legal Fund;

Such re-allocation shall be subject to these additional terms:

- c. Said reallocation(s) may be ordered for any purpose (i.e. to maintain or improve benefits of that program);
- d. Contributions may be reallocated in whole or part;
- e. Approval by Fund Trustees of such a reallocation shall not be required, this being a matter affecting the rate of employer contributions and therefore, within the exclusive authority of the bargaining parties;
- f. Either an initial reallocation or a suspension of an earlier reallocation, (which shall be subject to all of these terms and be treated as just another reallocation), can be directed by the Union and shall be effectuated by the Trust Funds at any time during this Agreement or after its expiration, and
- g. In either event and regardless of when this right is exercised, the Employer waives both the necessity of prior notice and the opportunity to request or engage in future bargaining relative to a particular reallocation or a suspension of a prior reallocation.

Money contributed to the Legal Fund shall be subject to the continuing prohibition on the use of the Legal Fund money to support legal actions against the Employer and/or the Union.

Section 21.9 Education Trust Fund Benefits And Participation

(a) Contributions to the Education Trust Fund shall be in the amount of two cents (\$.02) per employee per hour worked or compensated. Contributions to the Education Trust Fund at the rate of fifty

cents (\$.50) per eligible employee per month shall continue for the life of the Agreement. By mutual agreement of the parties to this Agreement and effective at any time during the term of the Agreement, contributions to the Education Trust Fund may be re-allocated in whole or part, to the Child Care/Elder Care benefits program of the Health and Welfare Trust, for any purpose, i.e., to maintain or improve the benefits of that program.

(b) The "cap" on the reserves of the Education Fund shall be eliminated.

(c) The parties agree to maintain and convene as necessary a Joint Training Committee including representation of labor and management which shall serve in an advisory capacity to the Trustees of the Education Fund and the Fund's Director. This Committee shall oversee the establishment, maintenance and administration of the training programs, including but not limited to, 1st Step Grievance handling, contract education, team building, Holiday Overflow training, interest-based problem solving, VESL, and such other education or training programs as the Committee shall recommend.

(d) The wages of employees attending training programs required by the Hotel shall be paid by the Hotels.

SECTION 22. RETIREMENT BENEFITS AND PLANS AND MISCELLANEOUS BENEFITS

Section 22.1 Optional Retirement Plans:

As of November 2002, all associates including associates hired after the effective date of this agreement, were offered the option to elect to continue (or commence in the case of newly-hired associates), participation in Marriott International, Inc. Employees' Profit Sharing, Retirement and Savings Plan and Trust ("Retirement Savings Plan"), or the San Francisco Culinary, Bartenders and Service Employee Pension Plan and 401(k) ("Pension Plan"). Such election was to be in writing on a form to be translated into Chinese, Tagalog and Spanish, and reviewed by the Union before use. In addition, materials explaining the differences in the plans benefits, etc., also were translated and provided to the associate for a reasonable period of time before the election form was signed, and said materials referenced the associate's right to obtain a set of Summary Plan Descriptions and other descriptions or comparisons of benefits for study prior to electing a retirement plan. The election form and the explanatory materials were prepared by the Employer subject to Union approval, with any disputes over wording or retirement-election practices subject to expedited arbitration under Article 12. Copies of completed election forms were supplied to the Union and to the administrator of the Pension Plan in order to determine billing, etc.

Section 22.2 Continuation of Retirement Savings Plan

The Union agrees that associates who opted to participate or continue in Marriott's Retirement Savings Plan are eligible to participate in such plan on the same terms and conditions as Marriott International, Inc.'s corporate headquarters associates. The plan documents, rules and regulations, and administrative procedures may be modified and amended from time to time by the Company and such changes shall not be subject to negotiation with the Union. Subject to the foregoing qualifications, the Union shall not have the right to grieve such changes.

Section 22.3 Participation in the Culinary Pension Plan

The Employer shall contribute the amounts shown in Appendix F as of the month in which the applicable contribution rates or increased rates take effect, for those associates who elect to commence participation in the Pension Plan and who are eligible for monthly employer contributions in said months and for an entire calendar quarter under the quarterly eligibility rules applicable to Welfare (medical/dental) benefits. See Section 21 above.

Section 22.4. Pension and Retirement Savings Plan

Associates who were participating in the Retirement Savings Plan were offered -- on a one-time only basis -- to elect to participate instead in the Pension Plan during open enrollment in the month of November 2002. In the CBA which expired August 2009, the Union agreed that it would work with the Pension Trust Fund to eliminate issues which arose during an audit of the Hotel's pension/contributions. On a going forward basis, the Hotel agreed that new hotel associates would continue to have an opportunity to select the Local 2 Pension Plan or Marriott's Retirement Savings program. In the event associates did not make a selection after 58 weeks of employment, they would be automatically enrolled in the Local 2 Pension Plan. In the CBA which expired in August 2013, the Employer agreed that for all new hires to bargaining unit positions effective July 1, 2012, the choice between pension and the Retirement Savings Plan would no longer be offered. Rather, after July 1, 2012, all additions to the bargaining unit would be placed into the pension plan.

Section 22.5

If associates were participating in the Retirement Savings Plan in November 2002 and chose to participate in the Union's pension plan instead, existing accounts remained in the Profit Sharing Plan. The associate continues to be able to direct existing investments, receive quarterly statements, and make hardship withdrawals and loans. Upon termination of employment, and subject to applicable tax rules and regulations, an associate may leave their funds in the Plan, take a distribution of some or all of the funds or roll the assets to another qualified plan, an IRA or another permissible arrangement.

Section 22.6 Contributions

1. The Employer and the Union agree to the following total economic package increases: (2013-2018 MOU)

8/15/13	2/15/14	8/15/14	8/15/15	8/15/16	8/15/17	Cumulative
\$0.63	\$0.63	\$1.32	\$1.39	\$1.41	\$1.54	\$6.92

2. The Union shall allocate each of the above package increases to hourly wage increases and benefit fund contribution in its sole discretion, but may not allocate to any fund to which the Employer has not agreed to contribute.

3. Allocations of any pension contribution increases shall occur only on the dates set forth in subsection 1. The dollar amounts of the package increases shall not be altered by time-weighting of the effective dates of the allocations made by the Union.

4. To the extent the Union allocates any portion of the increases set forth in Subsection 1 for purposes of pension contribution increases, monthly contributions shall be converted to cents-per-hour by dividing the monthly increase by 154. It is provided, however, that if the San Francisco Culinary, Bartenders and Service Employees Pension Plan eligibility rules are changed to reduce the number of bargaining unit employees who are eligible to participate in the plan, then the parties shall negotiate whether the foregoing divisors should be adjusted to reflect the effects of the change(s).

5. To the extent that the implementation of this CBA would result in the Employer failing to comply with minimum contribution or funding requirements or other requirements of the San Francisco Culinary, Bartenders and Service Employees Pension Fund ("Pension Fund"), or any legal requirement relating to the Pension Fund, or if for any reason Pension Fund refuses to accept the terms of this CBA, or the Union shall promptly take all necessary steps (including but not limited to agreeing to diversions from or reductions to wages) so as to permit the Employer to comply with all such requirements without any increase to any annual total economic package and without the Employer incurring any other costs or liabilities of any kind, provided that the Union shall in no event be responsible in whole or part for any Pension Fund withdrawal liability of the Employer unless the Employer's withdrawal is caused by the Pension Fund rejecting the Employer's continued participation because the Union failed to allocate sufficient contributions to meet the Pension Fund's standards.

6. The Trustees of the Pension Fund shall have sole discretion during the term of this Agreement to make changes to the pension benefits provided to the participants based on the Employers' pension contributions to the Plan, including any increases to such contributions which the Union may allocate, as provided above.

7. It is mutually understood that all pension contributions provided herein shall be deductible from gross revenues under Section 4 of the Internal Revenue Code.

Section 22.7 Incorporation of Trust Agreement And Trust Fund Rules

The Employer acknowledges the receipt of and agrees to abide by all of the terms and conditions set forth in the Agreement and Declaration of Trust establishing the Pension Fund, as amended, and as it may be amended in the future, including but not limited to timeliness of employer contributions, liquidated damages, interest, attorneys' fees and potential arbitration costs in the event of delinquent contributions, etc., and all other rules applicable to other contributing employers.

Section 22.8 No Past Service Credit

The Employer acknowledges that contributions to the Pension Plan will earn future service credit only, not past service credit, subject to the Pension Fund's Trustees' discretion to modify benefits and interpret the Plan.

Section 22.9 Other Benefits

Bargaining Unit associates may continue to participate in the following benefits offered by the Employer on the same terms and conditions as those benefits are offered to other Marriott associates:

Health Care Spending Account; Family Care Spending Account; Leave Sharing; Child Care Discount Program; hotel, food and beverage and gift shop discounts; Service Awards; Accidental Death and Dismemberment; the Quarter Century Club; and the Baby Club.

The Employer may discontinue or modify any of these benefits without negotiation with the Union so long as the benefits are modified or discontinued for Marriott associates on a national basis. The Union shall have no right to grieve such decisions.

SECTION 23. INDUSTRY BANQUET COMMITTEE

(a) The parties agree to create and maintain an Industry Banquet Committee in accordance with the Labor Management Cooperation Act of 1978 to improve communication between labor and management, to provide workers and employers with opportunity to explore new and innovative joint approaches to achieving organizational effectiveness, and for related reasons. This Committee shall establish standards for discipline, conduct, health and safety, performance, orientation and other issues relating to the hiring hall. The Committee shall be comprised of an equal number of union and management representatives. At least half of the management representatives shall be from Multiemployer Group hotels. Class A hotel employers shall contribute the lesser of 1.5 cents/hour worked or paid for, or that amount that produces \$110,000 per year to fund the Industry Banquet Committee. Funding will include money for one administrative position, computer hardware and software, training programs, etc. The funding of this Committee shall be jointly administered by the Union and the Employers. The parties agree that the Industry Banquet Committee and its administrative staff person shall make it a top priority to continue to attempt to improve the banquet extras shortage problem.

(b) The Employers shall have the right to have representatives on the Union's classification panels which determine eligibility for the extra servers' A, B and C lists, the cooks' A and B lists and the bartenders' A and B lists.

SECTION 24. TERM OF CONTRACT

This Agreement made and entered into by and between Employer and the Union shall be in effect from August 14, 2013, to and including August 14, 2018, and modifies all previous collective bargaining agreements. Side letters which are not specifically modified will remain in effect.

This Agreement shall remain in full force and effect until August 14, 2018 and from year to year thereafter unless either party shall serve written notice upon the other of a desire to alter, amend, or terminate said Agreement ninety (90) days prior to expiration thereof.

GENERAL RULES APPLICABLE TO ALL CRAFTS

SECTION 1. ASSOCIATES - DEFINITION OF

(a) "Associate" means any associate covered by this Agreement and includes regular associates and pool associates.

(b) All associates shall be subject to an initial probationary period of up to ninety (90) calendar days. Any disciplinary action, including discharge, imposed by the Employer during the probationary period shall not be subject to the grievance and/or arbitration provisions of this Agreement. On the ninety-first (91st) consecutive calendar day of employment, an associate shall be considered a regular or pool associate, and his initial hire-date shall be used for the purpose of computing his length of service.

(c) A "regular associate" is an associate who has successfully completed the ninety (90) day probationary period and works a regular schedule.

(d) A "pool associate" is an associate who has successfully completed the ninety (90) day probationary period and generally does not work a regular schedule.

(e) Extras:

(1) Hiring Hall Dispatch Classifications: The Hiring Hall shall dispatch three (3) classifications: banquet servers, cooks and bartenders. Cooks and Bartenders may continue to be requested by name. Servers will continue to be dispatched by rotation and in accordance with the Rules of the Hiring Hall. Extras needed for other classifications shall work in accordance with the terms listed below and must come from each Hotel's extra list(s). These initial lists shall be created by mutual agreement after ratification. Associates on the Hotel's extra list for a classification may be employed in other classifications or in the same classification in a different outlet in the Hotel.

(2) Hiring Hall Cooks: Cooks shall be paid vacation pay based on the formula for extra hiring hall servers contained in the Banquet Craft Rules.

(3) Extra List Workers: Extra lists that are already in place shall continue. Employees currently on a hotel's extra list shall have the right to keep their place on said lists. Additions to the extra lists may only be on one extra list at the Hotel.

Consistent with Section 4, HIRING (c) and (d) of the CBA, Extra list employees must show proof of current Union affiliation (union member stamp book, dues deduction on a pay stub or dispatch slip) in order to be on an extra list and work at a given hotel. Such employees shall be required to complete Union membership application forms within 30 days of commencing employment. If after 30 days an extra list employee has not done so, the Union shall notify the hotel that the employee is not in compliance with this agreement. After two (2) days (excluding weekends or holidays) from receipt of notice, if such employee has not complied with this section, he or she shall be discharged without recourse to the grievance procedure.

Hotels using Extra List employees shall maintain one list per job classification. The number of persons on an extra List will be determined by the hotel's business needs consistent with the provisions of the CBA. The application process shall be the standard hiring process at a given hotel.

Pay checks for Extra list employees shall be distributed at the hotel and paid out on the Hotel's regular payroll.

(4) Benefits (PTO (Personal Time), Vacation and Holidays): Pro rata benefits for extra list associates commence when the extra list starts to be used at each hotel, according to the following formula:

(A) The extra must work at least 200 hours per calendar year at the Hotel (pro-rata the first year, if necessary).

(B) Benefits are paid once a year on February 1

(C) Benefits shall be paid for hours worked at an individual hotel

(D) Benefits are paid pro-rata based on 19 days per year

(E) Benefits are paid at the rate of 7.3 percent times the total hours worked times the associate's wage rate as of the date the calculation is made (19 days times 8 hours equals 152 hours divided by 2080 hours worked per year equals 7.3 percent accrual factor.) For example:

An associate who works 300 straight time hours a year and 20 overtime hours a year and is making \$10.50/hour on December 31 of that year receives $7.3\% \times 320 \text{ hours} \times \10.50 for a total amount of \$245.28.

(F) Extras on hotel lists actually working on holidays shall receive holiday pay.

(G) This subsection (2) shall not be applicable to associates who are pool status associates as of the effective date of the Agreement, except that pool associates shall receive holiday pay when they work the holiday, in accordance with Section 12(b), HOLIDAYS.

(H) If an extra list associate is already employed by the Hotel, then the above provisions shall not be applicable.

(5) Extras Become Regulars:

(A) Promoted By Seniority: When the hotel has a posted and vacant regular position, the hotel's extras in the same classification will be promoted by seniority to the position under the Posting and Promotions provisions, providing no existing regular associate in the hotel obtains the position under these sections.

(B) Qualifying for Benefits: Extra associates on hotel lists qualifying for health insurance and pension benefits for 6 months in a 12-month period based upon their work on one single extra list at one hotel shall become a regular associate in that classification at that hotel, provided that extra associate desires to become a regular.

(6) Health & Welfare and Pension Contributions: All extra's hours, including Hiring Hall extras, will be reported by the hotel to the trust funds. The Hiring Hall extras may continue to individually self-report hours and shifts for confirmation purposes.

(7) Not Replacing Regulars: Extras shall not be used to replace or supplant a regular associate or supplant a regular associate's position. If the Union believes that a regular position should be created based on the amount of work being performed by extras, then the Union may propose that such regular position be created, posted, and filled. The above language shall not be construed to restrict the employer from adjusting staff levels in accordance with its business needs and in accordance with other terms of this Agreement. If the parties cannot agree to the creation of such a position, then the issue shall be submitted to interest arbitration. In making his/her determination if a regular position should be created, the arbitrator shall consider all relevant factors, including but not limited to occupancy levels, the cycle of business, and the frequency of the use of extras.

(8) Probationary Period: When a hotel extra becomes a regular associate, he/she will be subject to a 30-day new hire probationary period.

(9) Scheduling: Extras shall be scheduled by rotation within each classification, subject to availability. It is the intent of this agreement that every effort be made to provide a full schedule to regular staff before extra list employees are scheduled.

(10) Information Provided To The Union: The hotels will provide to a designated Industry Banquet Committee representative a copy of the monthly report to the Fund listing the name, hours and shifts worked of all extras. Upon request, the employer shall provide to the Union phone numbers and addresses of extra list extras working at the Hotel. Information on Hiring Hall and in house list extras will be segregated.

(11) Preparation of Hotel Extra Lists: After ratification, the Union and Hotel shall determine the number of extras on the hotel's extra list, the makeup of the lists (e.g., does it include the hotel's own workers?), whether or not workers can turn down work, whether or not workers can be excluded from the rotation if it results in overtime, all implementation questions and all other related issues. The parties shall work in good faith to reach mutually agreeable solutions to each of said issues. If the parties are not able to agree on the issue of the number of the associates on the hotel's list, this single issue shall be resolved by interest arbitration between the parties.

(12) Absenteeism: When an Extra list employee turns down 3 shifts within a span of 30 days, management can initiate a discussion about the situation. If it is found that the employee does not have a reasonable excuse for passing up the work, they could be subject to discipline and dropped to the bottom of the list (seniority shall be reassigned as per #2 above). If management finds that the extra list employee continues to be unavailable, the employee can be dropped from the list entirely.

(13) Extra list extras will be subject to a 30 day probationary period unless the extra has worked 45 shifts at the hotel where the extra is hired as a regular employee in or after 2002 provided that there is no 18 month or longer period where the extra list extra has not worked for the hiring employer. In that event, shifts will be counted after the return to service as an extra list extra.

SECTION 2. WORKDAY, WORKWEEK

(a) Workday. The work day shall consist of seven (7) hours work, two paid fifteen (15) minute break periods, and a paid meal period of one-half (1/2) hour, for a total of eight (8) hours, unless otherwise provided herein.

(b) Workweek. Five (5) consecutive days of work within seven (7) successive calendar days, beginning on the same day of the week, shall constitute a week's work.

- (c) Split Shifts. There will be no split shifts.

SECTION 3. SHORT SHIFTS

(a) A short shift shall consist of at least four (4) hours of work. No associate shall be paid for less than a short shift on any day worked, except in cases of discharge and/or associates voluntarily leaving early.

(b) Unless otherwise provided in this Agreement, shifts shall consist of four (4), six (6), or eight (8) hours.

SECTION 4. OVERTIME

(a) Work in excess of eight (8) hours in a day or forty (40) hours in a workweek shall be compensated at the rate of time and one half (1½) the regular rate of pay.

(b) Any work performed on the sixth (6th) consecutive day of work shall be compensated at the rate of time and one-half (1-1/2 times) the regular rate of pay. Any work performed on the seventh (7th) consecutive day of work shall be compensated at a rate of double (2 times) the regular rate of pay. The premiums contained in this paragraph shall be paid for work performed by an associate on consecutive days without regard to whether or not such days fall within one, or more than one, workweek(s), and without regard to any other provision of this section. An associate working less than forty (40) hours per week may volunteer to work on a sixth (6th) consecutive day without receiving overtime compensation by voluntarily signing one or both of two lists to be posted periodically by the Employer. The first list is for regularly scheduled non-overtime work on a sixth (6th) consecutive day. The second list is for ad-hoc non-overtime work that arises from time to time on a daily basis on the sixth (6th) consecutive day. The Employer shall schedule work for associates who have volunteered for same on either or both of said lists on a seniority basis. The associate signing the second list for ad-hoc non-overtime work thereby consents to waive the thirty-six (36) hour notice of Section 5.2(d).

(c) For the purposes of overtime, banquet personnel shall be exempt from the provisions of paragraphs (a) and (b) of this Section.

(d) There shall be no layering or pyramiding of premium pay.

(e) When overtime is required, it shall be offered first to the associates according to seniority and then assigned in the order of lowest seniority to the highest.

(f) Except for banquet associates, associates who are scheduled for either four (4) or six (6) hour shifts shall not receive time and one-half (1-1/2) for hours worked in excess of their scheduled shifts, except that where the Employer develops a pattern and practice of abusing overtime on four (4) or six (6) hour shifts and as a result increases the number of short shift positions by more than ten percent (10%) above the level existing in the previous year, as determined by an arbitrator, the associates of the Employer shall, following the decision of an arbitrator, receive time and one-half (1-1/2) for all hours worked in excess of such four (4) or six (6) hour shifts for the remainder of this Agreement. The Employer shall provide the Union with the schedules and other applicable facts regarding the existing level of short shift schedules during the previous year.

(g) Associates who work more than twelve (12) consecutive hours shall receive two (2) times their straight time rate of pay for all hours worked in excess of twelve (12) hours.

(h) No Employer, except in cases of emergency, shall change an associate's schedule pursuant to Section 5.2(d) where the result of said schedule change would require the affected associate to work two "back to back" five (5) shifts per week work schedules within two (2) consecutive Hotel workweeks, except where an employee consents to change pursuant to Section 5.2(d).

SECTION 5. SENIORITY

(a) Seniority shall be defined as the length of the most recent continuous period of service with the Employer. Seniority shall accrue for regular employees within a given classification of work as set forth in the attached wage scales. Seniority shall be expressed in terms of years, months and days. If two or more employees are employed within the same classification on the same day, their seniority shall be determined by the employment records.

(b) A regular associate shall continue to accumulate seniority during:

1. Time spent in the Armed Services of the United States or the State of California pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, time spent in alternative service as defined by the Selective Service Act, or time spent in the Red Cross or other combat relief service.

2. Periods of absence of not more than six (6) consecutive months due to bona fide illness or injury, provided that the individual has notified his/her immediate supervisor of the illness or injury within twenty-four (24) hours of the occurrence of said illness or injury or as soon as possible if the associate is physically incapacitated so that he/she cannot provide such notice within twenty-four (24) hours.

3. Any period in which the associate has been terminated and the associate's termination has been rescinded or reversed, or the associate is subsequently reinstated, unless modified pursuant to the terms of the Grievance Procedure.

4. Layoffs of less than thirty (30) consecutive calendar days.

5. Leaves of absence of not more than six (6) months for other reasons authorized by the Employer.

(c) Effective March 1, 2007, Associates who have been promoted and are working less than five (5) days in a work week shall retain the right to work in their previous classification for a period of two (2) years from the date of promotion as long as overtime is not involved and at the same time the one to which they have been promoted in the same work week. In doing so, the employee shall retain classification seniority up until the time of promotion and shall continue to accrue classification seniority in the classification to which they were promoted regardless of which classification they work. In completing and filling out his/her weekly schedules with work from the previous classification, the promoted employee may exercise seniority from the bottom up in a manner that insures that the employee displaced shall be the least senior employee whose displacement most nearly accomplishes a schedule equivalent to the schedule previously worked by the promoted employee. Displaced employees shall have the same right.

(d) The parties agree that career ladders and appropriate on-the-job and cross-classification training and work experience are beneficial to both the Employer and the associate because such training and experience provides higher quality and more flexible and efficient service to the guests, and creates

fuller and better employment for the associates. The parties also agree that this is best accomplished on an individual test program basis at the Hotel.

SECTION 5.1. LAYOFF AND RECALL

(a) Layoff. When it is necessary to lay off employees, those employees as defined in subsection 5(a) hereof with the least seniority in the job classification in the department affected shall be laid off first. When the work force is increased within the classification, employees on layoff shall be recalled in order of their job classification seniority. Such laid-off employee shall have the right to exercise his classification seniority to displace a less senior employee. The employee displaced shall be the least senior employee whose displacement would most nearly accomplish a schedule equivalent to the schedule previously worked by the laid-off employee. Displaced employees shall have the same right.

(b) Reduced Schedule. When regular schedules are reduced within a particular work unit, such schedule reduction shall be accomplished by seniority within the classification in that unit.

(c) Recall. All regular employees who have been laid-off shall be recalled before the hiring of any new employees as provided herein. Regular employees who have been laid-off for more than thirty (30) consecutive days shall be notified by the Employer at least forty-eight (48) hours before they are scheduled to return to work, unless such notice is waived by the employee. An individual employee on layoff longer than twenty-four (24) months shall lose their recall rights.

(d) Another Job Classification. An employee who has been laid-off for a period of thirty (30) days shall have the right to replace a less senior employee in another job classification provided the senior employee had previously worked for the Hotel in the other job classification since September 1, 2002. Such option must be exercised within forty-eight (48) hours of the thirtieth consecutive day of layoff; provided further employees exercising such option shall work the same schedule of hours and days off as the individual replaced.

SECTION 5.2. SCHEDULING

(a) Associates within a classification with the greatest classification seniority within a room or department as the case may be shall have the preference of scheduled shifts, which shall include days off. Associates shall have a choice of available vacation periods based on the Marriott seniority. Nothing contained in this Section shall be construed to interfere with the Employer's right to establish the hours and days of operation and the number of associates to be scheduled, but associates shall have preference for such available schedules as determined by the Employer in accordance with seniority and other provisions of this Agreement.

(b) There shall be placed in a conspicuous place in each department a work schedule specifying the following information about each associate in the department: name, classification, hire date, starting and finishing times, and days off. The Employer shall keep the work schedule up to date. Upon request, the Employer will furnish the Union with a current seniority list including Social Security numbers not more than once every six (6) months.

(c) Except in cases of emergency, regular associates shall have a fixed starting time, which time shall not be changed by the Employer without giving a twenty-four (24) hour notice to the associate affected.

(d) Except in cases of emergency or as provided in Section 5.1 Lay-off and Recall, regular associates shall have a fixed weekly schedule of working days, which schedule shall not be changed by the Employer without a thirty-six (36) hour notice to the associate affected, unless said associate consents to waive the period of notice. Where the thirty-six (36) hour notification is not given, the first day of the scheduled change shall be paid for at the overtime rate of time and one-half (1½) times the straight-time rate of pay.

(e) Associates within a department shall have the right to have a schedule bid upon the request of a majority of the associates of that department. Associates may request another bid after six (6) months from the last bid.

(f) Banquet associates shall have the opportunity for up to two regular days off through the bidding process. An associate may advise management that he or she is unavailable to work VIP functions up to two days a week. Such information shall be provided to management on a prescribed form by 5:00 p.m. on Tuesday on a weekly basis. Associates who have indicated that they are not available for VIP functions on specific days will not be permitted to bid for other functions/shifts on those days.

SECTION 5.3. REPORTING PAY

(a) Unless due to circumstances beyond the Employer's control, notice that the service of an associate will not be required on a given day shall be given to the associate no later than the termination of the associate's shift on the preceding day. If such notice is not given and such associate reports to work, the associate shall be paid a sum of money equal to the sum of money received for the straight-time hours worked on the preceding workday.

(b) When the Employer orders an associate to report for work and for any reason said associate is not allowed to work, the Employer shall pay the associate the straight-time hours for which the associate is scheduled. The reporting pay shall apply to all associates unless such personnel arrive for work in a manner unacceptable to the Employer.

(c) Associates called to the Hotel for reasons of training classes or room or departmental meetings shall be compensated at the straight-time rate of pay for a minimum of four (4) hours, unless overtime is applicable. A la carte servers shall be paid at the San Francisco minimum wage rate.

SECTION 6. POSTING AND PROMOTIONS

a) All openings for bargaining-unit positions anticipated to last more than forty five (45) calendar days shall be posted for a period of not less than five (5) calendar days. Openings for temporary positions (jobs anticipated to last less than forty five (45) calendar days) may be posted in the Employer's sole discretion. To be eligible to bid for a posted position, the associate must have (i) held his/her current position and have been free of disciplinary suspension for at least six (6) months prior to the posting of the opening and (ii) submitted a written job bid on the Employer's standard bid form by the close of the posting period. Subject to the requirements of subsection (b) below, the Employer may hire or transfer associates from outside the bargaining unit to fill posted positions.

(b) In filling job vacancies which may exist within the Hotel's bargaining unit, qualified associates from within the Hotel's bargaining unit shall be given preference in filling said vacancies prior to the consideration of other applicants. All promotions and transfers to posted positions in other classifications or other departments will be based upon the associate's qualifications to perform the particular job. It is understood that the Hotel shall retain discretion in establishing qualifications and

standards for the job as well as evaluation of candidates. Such standards and qualifications shall be reasonable and non-discriminatory. In establishing and applying such standards and qualifications, the Employer shall take into account the requirements of the job and the knowledge, experience, ability, efficiency, attendance, length of service and work and disciplinary records of the associate as of the time the job is awarded. In the event that two or more associates have equal qualifications to perform the job, the more senior associate will be awarded the position. In the event that a grievance and/or arbitration results with respect to the Employer's award of a promotion, Employer's award may be set aside only if such award violates the requirements of this provision or the Union has demonstrated that Employer's award is factually unsupported.

(c) In the event that an associate who, within forty-five (45) calendar days after his promotion, transfer, or filling a vacancy as described in this Section, desires to return to his former job classification or is deemed by the Employer not qualified to hold the new position, he shall be returned to his former classification at the then current wage scale for the job classification, without loss of seniority.

(d) An associate promoted or transferred to a position within the Hotel outside of the bargaining unit who desires to return to his former job classification shall so notify the Employer within sixty (60) calendar days after the date of his promotion or transfer and shall be returned to said former job classification without loss of seniority. In addition, the Employer may, on its own initiative, return such individual to his former job classification without loss of seniority during the same sixty (60) calendar day period.

(e) An associate who has been with the Hotel for at least one (1) year and who is promoted to a higher paid classification will be paid at the one-year rate for the higher classification.

SECTION 7. PERFORMANCE REVIEWS

The Employer may provide annual performance reviews of associates consistent with its current practice, and the Employer may modify such practice after notice to and consultation with the Union. Less-than-satisfactory performance reviews which may adversely affect an associate may be subject to the grievance procedure set forth in Section 12.

SECTION 8. LOCKERS

(a) Proper sanitary dressing rooms with individual lockers shall be made available to all associates. Associates will be provided with a lock. Replacement of locks and/or keys due to associate negligence shall be conditioned upon a payment by the associate of five dollars (\$5.00).

(b) Two (2) Union employees covered by this collective bargaining agreement, one of whom shall be a Shop Steward unless no shop stewards are present on the Hotel premises, shall be present in the event the Employer finds it necessary to inspect lockers.

(c) The Employer shall be responsible for loss of or damage to uniforms, linen, or tools of the trade belonging to the associates resulting from fire within the premises. The Employer shall also be responsible for loss of or damage to all wearing apparel belonging to associates resulting from fire within the premises due to negligence on the part of the Employer.

SECTION 9. REST PERIODS

(a) An associate scheduled to work a shift of four (4) consecutive hours or more duration shall be provided a fifteen (15) minute rest period for each four (4) hours worked.

(b) Time allowed for rest periods shall be treated as paid time.

SECTION 10. MEALS

Associates shall be provided paid meal breaks.

(a) Time off for meals shall be provided between three (3) and five (5) hours from the beginning of the shift.

(b) Rest breaks and meal periods shall be duty-free.

(c) Associates working a shift of six (6) hours or more shall be allowed a full duty free half hour for their meal period.

(d) The Employer shall maintain a cafeteria in which associates may purchase meals which are palatable, wholesome, and comparable in quality to those served to guests. A selection of meal items shall include at least two (2) hot entrées. On their workdays, all associates shall be afforded the option of one free hot entrée or prepared salad of comparable quality to other entrees offered for sale. Said entrée shall be rotated on a daily basis in order to vary the free entrée offered associates. The meals shall be served under clean, sanitary conditions and may be consumed on the premises in areas designated by the Employer. The Employer shall designate an individual who shall be responsible for administering the cafeteria. Associates shall be obligated to cooperate in maintaining sanitary conditions in areas where meals are furnished or consumed.

(e) Associates shall take all break and meal periods. If Employer requires, through directive or established practice, that an associate forgoes his meal period, the associate will be entitled to receive an additional half hour's pay at the associate's straight-time rate of pay.

SECTION 11. COMBINATION WORK/TEMPORARY ASSIGNMENTS

The Employer may temporarily assign associates for business reasons (including training, replacing, relieving, and assisting other associates) to work outside their classification. When an associate works in a higher classification than his/her own, he/she shall be paid at the higher rate for all hours worked in the higher classification and at the ordinary rate for all hours worked in his/her own classification. When an associate works in a lower classification than his/her own, he/she shall be paid at the ordinary rate applicable to his/her own classification. The Hotel may not, by virtue of this rule, evade the hiring of an associate in a higher classification where such an associate in a higher classification would normally be hired.

SECTION 12. HOLIDAYS

(a) The following days shall be observed as holidays with pay under this Agreement:

Labor Day	Martin Luther King’s Birthday
Thanksgiving Day	Independence Day
Christmas Day	President’s Day
New Year’s Day	Memorial Day

(b) Regular associates are eligible for holiday pay, provided that all of the following requirements are met: (i) they worked their last scheduled shift immediately preceding the holiday, which must be within seven (7) calendar days of the holiday; (ii) they worked their first scheduled shift immediately after the holiday, which must also be within seven (7) calendar days of the holiday; or (iii) they worked the holiday itself if scheduled to do so. Eligible associates shall receive eight (8) hours of holiday pay for holidays not worked. Extra associates are not eligible for holiday pay for days not worked except as provided for in Section 1(e) (4) (F). Pool associates shall receive holiday pay for the hours that they work on a holiday. Probationary associates are not eligible for holiday pay.

(c) All eligible associates, except food servers, shall receive holiday pay at their regular straight-time rate in addition to their regular pay for hours worked on the holiday up to a maximum of eight (8) straight-time hours. Food servers shall receive holiday pay at the rate of the San Francisco minimum wage rate, in addition to their regular pay for hours worked on the Holiday up to a maximum of eight (8) hours.

(d) There shall be no pyramiding or layering of premium pay.

(e) If an eligible associate’s day off falls on one of the aforementioned holidays, the associate shall be granted an additional day’s pay or, at the associate’s request and consistent with the Employer’s operational needs, one (1) additional day off with pay within a period of thirty (30) days. Any additional day off accorded the associate shall be selected by mutual agreement. All employees shall be allowed to request a holiday off with pay according to hotel seniority by classification in the room or department as the case may be. Should the Employer choose to use a smaller staff on holidays, the persons with the most seniority shall be given the option of taking the day off with pay.

(f) If a holiday falls within an eligible associate’s vacation period, he/she shall receive one additional day of vacation with pay or one day’s pay in lieu thereof.

(g) Holiday pay will commence at 12:00 midnight at the beginning of the holiday and will end at 12:00 midnight at the end of the holiday.

SECTION 13. VACATION

(a) Regular associates shall accrue vacation based on length of service. Regular associates accrue vacation as follows:

Months of Service	Days of Vacation Earned per Anniversary Year
4 through 60 months	10 Days
61 through 180 months	15 Days
181 through 239 months	20 Days
240 or more months	25 Days

(b) Vacation shall be paid at the associate's current rate of pay, except that vacation for bell staff, servers, banquet servers, coffee breaks, and back aisle shall be paid at a rate of two (2) times the associate's current rate of pay. Barbacks vacation shall be paid at two (2) times the banquet server's rate of pay. A day shall be paid out as eight (8) hours of pay.

(c) Associates shall accrue vacation upon the successful completion of their ninety (90) day probationary period. Once vacation is accrued, it will be available for an associate's use.

(d) Pool associates do not accrue vacation; extra list associates who are not otherwise employed by the Hotel will be eligible for vacation pay in accordance with Section 1(d) 3.

(e) Vacations shall generally be taken in weekly increments. With the approval of the manager, an associate may take vacation in increments of one week or less, including partial days.

(f) Associates shall be entitled to one (1) additional week of vacation at their own expense, and the vacation period shall run consecutively with the paid vacation or a portion thereof. Associates shall at the time they bid for their vacation period inform the Employer of their request for the additional week of vacation at their own expense. If the request is not made at this time, the additional week shall not be granted.

(g) Vacations must be taken as paid time off, and no associate shall be compelled to work for the Employer during his/her vacation period. Up to eight (8) weeks (320 hours) of vacation time may be banked and carried forward. Once an associate has accrued 320 hours of vacation, he will not accrue anymore vacation time until he uses some of his existing vacation.

(h) Associates in each department and/or room as the case may be shall be given their choice of vacation periods on the basis of hotel seniority by classification in the room or department as the case may be, provided that no interference with its operations will result. Once an associate designates his/her preference for vacation period(s) such vacation shall not be changed without the consent of the Employer. Once an associate has selected an available vacation period and it has been mutually agreed upon, the Employer agrees it shall not arbitrarily reschedule the associate's vacation selection. During the months of March and September, the Employer shall give each associate an opportunity to make known his/her vacation preference for the following six (6) month period (April 1 September 30, October 1 March 31). The Employer shall designate the weeks in which vacations may be taken. No later than March 15 or

September 15, the vacation schedule for the following six (6) month period shall be posted in each department and/or room as the case may be.

(i) Unless requested otherwise by the associate, vacation pay shall be paid to the associate by separate check during the work week immediately preceding commencement of his/her vacation.

(j) Upon termination of employment, regular associates shall receive all accrued vacation.

SECTION 14. PTO (PERSONAL TIME)

(a) Associates employed by the Employer for one (1) year or more will be eligible for eight (8) days per year of PTO (Personal Time).

PTO (Personal Time) will accrue on a yearly basis and be paid at the associate's regular hourly rate. A PTO (Personal Time) day shall be paid as an eight (8) hour day. A la carte servers shall be paid PTO (Personal Time) at the San Francisco minimum wage rate.

(b) PTO (Personal Time) Usage: PTO (Personal Time) is time that may be used at an associate's discretion for any reason including emergency illness. PTO (Personal Time) should be planned and scheduled wherever possible. Associates may request PTO (Personal Time) up to forty-eight (48) hours prior to the posting of the schedule. Associates may use PTO (Personal Time) as it is accrued and such usage may occur in not less than hourly increments. Associates may not request PTO (Personal Time) more than six (6) months in advance. Once requested, management should give the associate a response as to whether the request will be granted or denied within three (3) days from the date requested. Management will grant PTO (Personal Time) requests whenever business needs reasonably permit. Requests will be granted on a first come basis, except in two situations: (1) when two (2) or more associates request PTO (Personal Time) on the same day and not all requests can be granted, and (2) on the holidays recognized under Appendix A Side letter 50 , then Hotel seniority will be the determining factor.

(c) Cash Out: Associates may voluntarily cash out PTO (Personal Time) at any time. Associates must cash out any PTO (Personal Time) in their bank that exceeds forty five (45) days as of their anniversary date. Upon termination, all PTO (Personal Time) in an associate's PTO (Personal Time) bank will be cashed out. PTO (Personal Time) days are cashed out at one hundred percent (100%) of the associate's regular hourly rate.

(d) Doctor's Note: In cases where associates history or the circumstance surrounding an unscheduled absence create reasonable doubt as to the validity of the absence, management may require the associate to provide a doctor's note for that absence or, in the alternative, may instead require a doctor's note for all future unscheduled PTO (Personal Time) for a reasonable period of time not to exceed six (6) months. Doctor's notes may also be required in circumstances such as using PTO (Personal Time) to supplement State Disability Insurance, Workers' Compensation cases and other legal or administrative circumstances.

(e) PTO (Personal Time) shall be integrated with Unemployment Compensation, Disability Benefits and Workers' Compensation Benefits so that the sum of disability sick leave pay allowable hereunder and the Disability Benefits which can be paid to an associate during a week in which the associate is absent from work for reasons of illness or disability shall not exceed one hundred percent (100%) of associate's regular weekly take home pay for said week.

(f) Unpaid Personal Days: The associate has a right to five (5) unpaid personal days. Such personal days will be given by the Employer upon written request, except that such written request may be denied for legitimate business reasons. Such request once granted shall not be revoked and will be granted on a first come, first serve basis or, in the event of simultaneous requests, on the basis of seniority; and must be granted or denied no later than ten (10) days before the date requested. Associates shall submit a request for personal days in writing on a form to be provided by the Employer with a duplicate copy given to the associate.

(g) Scheduled PTO (Personal Time) will count as time worked for all purposes under this Agreement except for the computation of overtime.

(h) Unscheduled PTO (Personal Time) will count as time worked for all purposes under this Agreement except for the computation of overtime and for Holiday eligibility.

(i) PTO (Personal Time) that is cashed out will not count as time worked for any purposes.

(j) At the same time the PTO (Personal Time) provision becomes effective, an associate's existing sick leave account will be frozen. It will remain available for use by an associate in the event of sickness of the associate or a family member. The frozen sick leave amount will not appear on an associate's check. A separate listing of sick leave amounts will be maintained in the Human Resources Office. Such a listing will be provided once a year on October 1st to the Union and individually to the associate, and upon request by either the Union or associate.

(k) The parties agree that September 30 of each calendar year will be established as the annual payout date for PTO for associates who have reached the maximum accrual rate for PTO (Personal Time) in accordance with the collective bargaining agreement.

SECTION 15. LEAVE OF ABSENCE

(a) An associate absent from work for reasons of bona fide illness, injury, pregnancy disability, or family leave as required by law shall be granted, upon proper application in writing on a form provided by the Employer for that purpose, a leave of absence. An associate may be required to provide periodic doctor's verifications at reasonable intervals when on a medical leave of absence.

The Employer may grant an associate a leave of absence for other reasons upon proper application in writing at least thirty (30) days in advance, whenever feasible, on a form provided by the Employer for that purpose. Such leaves of absence for "other reasons" shall not be more than six (6) months in total duration.

(b) In the event that an associate on leave of absence is unable to return to work because of a verifiable emergency on or before the "Expected Return Date" set forth in the initial application, he may apply for an extension in the following manner: The associate must contact his immediate supervisor or the Director of Human Resources by phone, fax, or telegram at least forty-eight (48) hours before his expected return date and request a new return date. If the emergency is not verifiable, and the associate does not return on his "Expected Return Date," the associate may be subject to discipline, including termination. In no case shall the initial leave, or any subsequent extensions, exceed a one-year period. There shall be only one extension, and such extension of a leave of absence shall be at the sole discretion of the Employer.

In the administration of this Section, each case shall be handled on an individual basis with past practice not controlling.

(c) An associate on leave of absence shall not be paid or be eligible for any benefits under this Agreement, except to the extent that an associate has accrued medical benefit eligibility and has accrued seniority as provided for in Section 5 Seniority. At the request of the associate, accrued vacation time will be paid at the start of the leave of absence.

(d) An associate on leave of absence may not accept work from any other employer during the period covered by the leave without the express approval of the Employer.

(e) Upon granting the leave of absence, the employer and the associate shall notify the Union in writing of said leave of absence.

(f) An associate on leave of absence may not apply for Unemployment Compensation Benefits during the period covered by the leave.

(g) An associate on leave of absence shall be expected to return to work on or before the "Expected Return Date" set forth in his initial application or any subsequently granted extensions. If an associate has been on a leave of absence due to injury, illness, or pregnancy, the associate may be required to produce proof, before he/she returns to work, that he is physically able to return to duty. The associate shall notify the Employer forty-eight (48) hours before returning to work.

Upon returning to work on or before the scheduled return day, the associate shall be restored to his former or an equivalent position. If the Employer is unable to return the associate to his previously held position because no opening exists, the associate shall be offered a position in as equivalent a job classification as possible. When the next opening occurs or at the next schedule bid, the associate, at his election, shall either return to his previous classification or remain in the new classification. Where an associate returning from an authorized leave of absence is not returned to his previous position, a schedule bid shall be conducted in his previous department, job classification, or work group, whichever is appropriate, no later than six (6) months from the date of his return to work. In the event the associate chooses not to return to his previous classification then the associate's seniority shall be frozen in that classification and the associate's seniority in the new classification shall be deemed to have commenced effective the first day worked in the new classification following return from the leave of absence. These regulations shall be specified to associates prior to their leave on the leave of absence form provided by the Employer.

(h) An associate on leave of absence, except under unusual circumstances, who (1) fails to return to work on the "Expected Return Date" without notifying the Employer pursuant to (b) above, or (2) accepts work from another employer without the express approval of the Employer, or (3) applies for Unemployment Compensation Benefits, may be disciplined, up to and including discharge.

(i) In the event that an associate is elected or appointed to a position of full-time service with the Union, the associate shall continue to retain his seniority during the period of such leave. Upon completion of service in the Union, the associate shall be returned to his/her former job at the appropriate rate of pay for that position, provided the associate applies for work within thirty (30) calendar days after completion of Union service.

(j) Members of the Executive Board of the Union shall be allowed time off work, without pay, to attend scheduled Executive Board meetings upon forty-eight (48) hours' notice by the Union to the Employer.

(k) Members of the Contract Negotiating Committee shall be allowed time off, without pay, for Negotiating Meetings with the Employer upon forty-eight (48) hours' notice by the Union to the Employer.

(l) Shop stewards and employees on the Union's in-house committee, as designated by the Union, shall be released up to four (4) days per year on paid time, and an additional two (2) days per year without pay, for training conducted by the Union. The employees to be released shall not exceed five percent (5%) of the regular and steady extra Local 2 represented employees in the hotel as of the date the contract is ratified. The number of paid release days per year shall be capped at five percent (5%) of employees for two days regardless of who is designated as a shop steward or in-house committee representative. The Union shall provide the Employer no less than eleven (11) days' notice of the list of employees to be released. Not more than one steward per work unit per shift may attend, except for housekeeping which may have up to three (3). Work unit may be an outlet, e.g. a restaurant or a kitchen. The training days may be taken singly or two (2) days consecutively at the discretion of the Union. The training days may be taken three (3) or four (4) days consecutively by mutual agreement. Notwithstanding the foregoing, in no event shall the Employer be required to release more than ten percent (10%) of a department, provided that the Employer does not make its determination arbitrarily or capriciously.

(m) The Employer may continue to apply its existing leave policies to the extent not inconsistent with the foregoing provisions. Such policies may be modified by the Employer from time to time after notice to and consultation with the Union, provided that such modification is not inconsistent with the foregoing provisions.

SECTION 16. FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT

All associates with one (1) year of service with Marriott who have worked 1250 hours in the twelve (12) months preceding the leave shall be covered under the provisions of the Family and Medical Leave Act of 1993 as amended herein, which include the following general provisions:

(a) Eligible associates shall be granted up to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:

- (1) for the birth or placement of a child for adoption or foster care;
- (2) to care for the serious health condition of a spouse, parent, child or domestic partner;
- (3) to attend to an associate's own serious health condition.

(b) At the conclusion of the leave, an associate will be returned to his former or equivalent position. The associate will continue to accrue seniority in accordance with Section 5, Seniority, of this Agreement.

(c) An associate may take leave on an intermittent basis, in blocks of time, or by reducing his normal weekly or daily work schedule to care for his own serious health condition or a defined family member's serious health condition. Intermittent leaves may also be taken for the birth or placement of a child for adoption or foster care by mutual agreement between the Employer and the associate.

(d) When the need is foreseeable, the associate will notify the Employer thirty (30) days or more if possible in advance of his need for the leave.

(e) A violation of FMLA or CFRA will be subject to the Grievance Procedure of this Agreement.

(f) The Employer shall make medical and dental contributions for the term of the leave, which shall not exceed twelve (12) workweeks. The associates shall continue to be responsible to make their normal dependent care contribution.

SECTION 17. PREGNANCY DISABILITY

Pregnancy disability leaves shall be treated the same as any other disability in accordance with applicable State and/or Federal law, except where such leaves are required by law to be treated differently.

SECTION 18. MILITARY LEAVE/USERRA PROTECTION

The Employer shall comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). Any employee covered by USERRA, shall be entitled to seek enforcement of asserted USERRA rights through the grievance and arbitration procedures in Section 12 of this Agreement, provided that the employee may be required by the Employer to waive any right of court enforcement as a condition to proceeding to arbitration on the employee's USERRA claims.

Further, the employer shall continue to make health and welfare contributions during the first year of military service on behalf of any employee who volunteers for military service or is called up to military service because the employee is either in the National Guard or is a Reservist.

Upon completion of their military service and upon their return to work, the employer shall, as provided in applicable regulations, make pension contributions on behalf of the above-referenced employees for the entire period that the employee was on leave for military service.

SECTION 19. JURY DUTY

Associates shall be granted time off for jury duty as required by law. Associates called to jury duty shall be paid by the Employer any difference between (a) the total amount paid, including expenses, by the government for such service and (b) the associate's lost wages up to a maximum of twenty (20) days' straight-time wages per contract year as set forth in the attached wage scales. To receive payment, the associate must provide documentation of the time served and amounts paid by the government.

SECTION 20. BEREAVEMENT LEAVE

In the event of a death in the immediate family of an associate, the associate shall, upon request, be granted such time off with pay and without loss of benefits not to exceed three (3) regular scheduled working days. This provision does not apply if the death occurs during the associate's paid vacation, or the associate is on leave of absence, layoff, or sick leave.

For the purposes of this provision, the immediate family shall be restricted to mother, father, brother, sister, spouse, child, step-child, step-parent, step-siblings, parent-in-law, grandparent, grandchild and registered domestic partner and any other covered relations of domestic partner. At the request of the Employer, the associate shall furnish a death certificate or other documentation and proof of relationship.

In the event of the death of a relative not in the immediate family or a close personal friend, the Employer shall not arbitrarily deny such unpaid time off as is required to attend the funeral.

SECTION 21. SHOP STEWARDS

(a) The Employer agrees to recognize shop stewards. There shall be no more than sixteen (16) shop stewards assigned at any time. Shop stewards may discharge their responsibilities (including investigation of grievances, representing co-workers, and meeting with management) during working hours, provided that there is no disruption in work and that prior arrangements are made with the immediate supervisor of the steward and the associate contacting the shop steward. Shop stewards may participate in the grievance procedure as set forth in Section 12. It is understood that shop stewards may cross departmental lines.

(b) No associate with management responsibilities shall be permitted to be a shop steward. Shop stewards will be certified by the Union as having completed a course of study concerning the duties and responsibilities of a shop steward under this Agreement. Said certificate will be sent to the Employer. In order to be recognized as a shop steward, the Union shall notify the Employer of the names of the certified and designated shop stewards.

(c) Shop stewards shall be released from work to assist the Union in arbitrations and Adjustment Board hearings relating to the Hotel, as needed, on unpaid time and with reasonable notice, which must be at least seven (7) days in advance of the release from work.

(d) Upon arrival at the Hotel, the shop steward shall notify the designated representative of Human Resources and shall be given reasonable access to Hotel premises on his days off to investigate grievances, provided he does not interfere with the work of other associates.

(e) The Union shall be provided meeting space on the Hotel property, subject to availability, in order to meet with groups of associates during non-working time, as needed.

SECTION 22. PAY PERIODS

(a) Wages of associates shall be paid weekly. If an associate has a personal financial emergency, said associate may apply for and receive an advance no greater than one week's wages. Such advance shall be deducted from the associate's next paycheck and, if necessary, subsequent paychecks. Advances up to three (3) in a calendar year shall be granted so long as there is no outstanding balances owed. Advances in excess of three (3) per calendar year shall be at Marriott's sole discretion. If the pay day falls on a holiday, all wages due shall be paid on the preceding business day.

If there is an established shortage of \$50 or more in an associate's paycheck, the employer will correct it within 48 hours, excluding Saturdays, Sundays and holidays, if the associate so requests.

(b) Wages of extra associates on the Hotel's list shall be paid on the Hotel's regular payroll.

(c) The Employer may pay hiring hall extras (i.e. servers, cooks, and bartenders) on a weekly payroll or on a daily basis. The Hotel will provide the Union with a list of functions worked; total hours paid and amount of gratuity for each function worked with the weekly gratuity checks.

(d) If an associate is terminated, the associate shall be paid at the time of termination. An associate not paid as provided above shall be compensated one (1) day's pay for every day said associate reports to the Hotel for pay, unless the associate absents himself from the termination meeting.

SECTION 23. NON-DISCRIMINATORY WAGE SCALES

- (a) The wage scales shall apply equally to male and female associates.
- (b) Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

SECTION 24. CONSTRUCTION

Whenever the General Rules of this Agreement are in conflict or inconsistent with the rules and wage schedules of a particular craft, the rules and wage schedules of the particular craft shall prevail.

SECTION 25. UNIFORMS AND LINEN

(a) The cleanliness, fit, comfort, style and safety of uniforms are important to both the employer and the employees. Additionally, the quality of linen service with respect to standards of cleanliness, reliability of delivery and accuracy of count are integral to the health and safety and productivity of employees dealing with laundered linen service. To further advance the parties' joint and respective interests on issues related to uniforms, linen and the laundering of both, upon request by the Union or the Employer, an ad hoc committee, with equal number of representatives of the hotel and the Union shall meet to consider and discuss any issues raised by either party. Both parties shall appoint their own representatives and meetings shall be conducted on paid time.

(b) When uniforms are required by the Employer to be worn by the associate as a condition of employment, such uniforms shall be provided and maintained by the Employer. The term "uniform" shall be defined as wearing apparel and accessories of distinctive design and color.

(c) All uniforms and linen used by the associates while working shall be cleaned and laundered by the Employer without cost to the associate. Clean uniforms shall be provided for each associate required to wear such.

(d) Room attendants shall, individually, have the option of wearing pants or dresses. Such option of wearing pants or dresses shall be exercised only when a new style of uniform is purchased, or within two (2) years of ratification of the contract, whichever comes first.

(e) Any footwear required by the Employer, other than black shoes or white shoes, shall be provided and maintained by the Employer at no cost to the associate.

SECTION 26. BREAKAGE AND CASH SHORTAGE

The Employer shall not make any deduction from the wage of or require any reimbursement from an associate for any cash shortage, breakage, or loss of equipment or guest property unless it can be shown that the shortage, breakage, or loss of equipment or guest property was caused by a dishonest or willful act or by the gross negligence of the associate. However, this Section shall not preclude the Employer from disciplining associates for just cause.

SECTION 27. MINIMUM SCALE

The scales of wages in this Agreement are minimum scales. The Employer may pay more than minimum scale to a superior associate.

SECTION 28. SEATS

The Employer shall provide suitable seats when sitting is required for the proper performance of the associate's job duties.

SECTION 29. AUTOMATION

(a) In the event of a reduction of work force by reason of the introduction of new equipment or a change in methods of operation, existing associates, if qualified, shall be retained in such jobs as remain or are created within the affected department in accordance with their seniority standing.

(b) The Employer shall be required to train such associates, if qualified, on Employer's time and at the Employer's expense in the event that training is necessary to qualify them for the operation of new equipment.

SECTION 30. EARLY SHIFT RELEASE

An associate, with the Employer's approval, may voluntarily leave work early, if he/she so desires, and be paid only for the time actually worked on that shift.

SECTION 31. ADJUSTMENT OF PAY

Associates earning premium pay over and above their applicable minimum classification rate established by this Agreement shall receive as wage increases the same amount by which their minimum classification rate is increased unless the Employer and the Union have agreed otherwise.

SECTION 32. MESSAGES

Telephone and other messages for an associate received by management of an emergency nature shall be immediately relayed to such associate if on the property. The Employer shall release such associate to attend to such emergency situation.

SECTION 33. ADDITIONAL CLASSIFICATIONS OF WORK

The minimum rate of pay for any classification of work within the bargaining unit not covered by these rules or wage schedules shall be mutually agreed upon.

SECTION 34. BULLETIN BOARD

The Union shall have the use of a designated bulletin board in the Hotel for posting official, signed Union notices, the purpose of which shall be to inform members of Union business and Union activities. Such official Union notices shall be dated at the time of posting.

SECTION 35. UNION BUTTONS

All associates shall be permitted while on duty to wear one official Union button, the purpose of which is to evidence Union membership.

SECTION 36. WORK ASSIGNMENTS AND WORKLOAD

(a) In addition to their regular job responsibilities, associates may be required to perform tasks which individuals in their classification have been assigned in the past within the craft. Associates shall not be assigned tasks which are barred by other provisions of this Agreement. The assignment of such tasks shall not result in the displacement of associates in other classifications.

(b) It is recognized by the Union that the Employer requires and retains flexibility in changing its operation and attendant duties of associates to respond to the changing standards in the presentation of its product to the public. Therefore, the Employer shall have the right to appropriately adjust its operation(s) and work duties of associates covered by this Agreement in order to meet the changing standards in the presentation of the Employer's products.

(c) The Employer shall not require an associate to perform an unreasonable amount of work during his workday. Management retains the right to staff and assign work consistent with the provisions of this Agreement.

(d) Management will make reasonable efforts to staff at a level which will provide a reasonable workload for employees within the Hotel. What is reasonable is determined by the following factors:

- Business and occupancy levels;
- Whether employees are being provided with and able to take all contractual breaks;
- Loss time due to injuries on the job; and
- All other relevant factors including, but not limited to, contractual provisions and health and safety guidelines.

(e) The Employer agrees to provide the Union, upon request, with all relevant information that the Employer tracks, maintains, and considers in making staffing and scheduling policy and decisions. In the event that there is a dispute regarding what information is to be provided, the parties shall, without the necessity of a formal grievance being filed, agree upon an arbitrator who shall decide what information has to be provided. The Arbitrator shall make such a decision on an expedited basis, i.e. within five (5) calendar days, without a formal hearing.

(f) Associates on a leave of absence, vacation, PTO (Personal Time), or other leave shall be replaced, provided that business levels, availability of replacement workers, and staffing patterns warrant such a replacement and it is established that by not replacing the absent associate that an unreasonable workload has been created.

(g) With respect to all the foregoing provisions of this Section, it shall be the Union's burden of establishing that an unreasonable workload exists whenever the Union makes such an assertion or whenever the Union challenges a managerial decision not to replace an absent associate.

SECTION 37. BARGAINING UNIT WORK

Managers or supervisors may perform bargaining unit work (e.g., in emergencies, for the purposes of instruction, etc.), so long as such work does not result in the displacement of any scheduled bargaining unit associates. The Company will not engage in short-staffing in order to have bargaining unit work performed by management. In applying this provision, it is the intent of the parties to allow the Company to utilize its operational practices in order to provide its high standard of service to its customers. It is not the intent of the parties for managers or supervisors to perform bargaining unit work so as to reduce the normal scheduling of bargaining unit associates.

SECTION 38. LOST AND FOUND

Upon turning in any lost article, including cash, the Employer shall, at the associate's request, issue a receipt. After ninety (90) days if the owner of the lost article has not been determined, the article may be claimed by the finding associate. If, however, the article, including cash, is turned over to the police, the disposition of said found article, including cash, shall be handled in accordance with the provisions of California Civil Code Section 2080 and following. A receipt of the article's disposition shall be issued and a copy given to the affected associate.

SECTION 39. OFF-PREMISES WORK

The Employer shall pay all transportation expenses for an associate who is required to perform such services for the Employer "off premises," and such associate's time shall begin to run upon leaving the Hotel and shall continue until completion of the event or return to the Hotel. The rate of pay shall be as set forth in Appendix "B."

When associates are allowed or required to report for work and begin their scheduled shifts "off premises," the associates' time shall begin to run upon their arrival at the location and shall continue until the completion of the event, unless the associates are required to return to the Hotel.

For any catering event outside the city and county limits of San Francisco, where transportation is not provided by the Employer, the Employer shall pay reasonable transportation cost for the associate.

SECTION 40. WAGES

Wages shall be as set forth in Appendix B.

SECTION 41. NIGHT SHIFT

Any shift in which at least one half of scheduled hours occurs between 10:00 p.m. and 6:00 a.m. shall be deemed to be a "night shift." The night shift rate shall be paid at a premium, and is reflected in the Third Shift classifications in the wage schedules, attached as Appendix B.

CRAFT RULES

KITCHEN DEPARTMENT

SECTION 1. CLEANING

(a) Associates shall be afforded a reasonable time to perform clean up and restocking duties. This shall not be interpreted to mean that associates should not perform their normal duties as necessary or that associates may not be required to work overtime.

(b) Normal cleaning shall be limited to the area of a cook's work station. Cooks shall not normally be required to perform deep cleaning duties other than those to which they have been traditionally assigned. Nor shall cooks be required to perform clean-up tasks normally performed by stewarding. Mopping by cooks shall be limited to cleaning up spills whenever such spills present a cleanliness, health, or safety problem.

(c) Cooks shall not be required to clean grills, vents or deep fat fryers or clean and stack floor mats, except that on the closing shift, one cook will wipe down the grill in the Fourth Street Deli.

SECTION 2. APPRENTICES

Employment of apprentices shall be in accordance with the State Apprenticeship Standards Agreement between the Union and the Employer, and apprentices shall be paid the following percentages of the "Station Cooks" rate in the wage schedule of this Agreement.

1st 6 months	55%
2nd 6 months	60%
3rd 6 months	65%
4th 6 months	70%
5th 6 months	75%
6th 6 months	80%

Upon successful completion of the Apprenticeship Program, graduates shall be paid 100% of the Station Cook's wage rate, if hired.

Pastry Apprentices:

The following are percentages of the first assistant to the Pastry rate in the wage schedule of this Agreement:

1st 6 months	55%
2nd 6 months	60%
3rd 6 months	65%

4th 6 months

70%

The adoption of any apprenticeship program and/or the employment of any apprentices shall be at the Employer's sole discretion.

SECTION 3. BEVERAGES

All associates in the Food Preparation Department shall be provided with soft drinks, canned fruit juices, or other carbonated non-alcoholic beverages during their shifts. Such beverages shall not be removed from the premises.

SECTION 4. KITCHEN EQUIPMENT

(a) The Employer will provide mats where the use of mats is necessary for an associate's health and safety and where such mats do not present an operational or safety problem.

(b) The hotel will make three (3) gallon buckets with adequate handles for carrying available to employees and encourage employees to use them. Employees shall be permitted but neither required nor encouraged to re-use buckets in excess of three (3) gallons as tools in the kitchen.

(c) The Employer will provide an adequate number of rolling carts for use in the kitchen.

(d) The Employer will make available attachable and detachable feet for use in cutting boards to the extent such feet can safely be used.

(e) To the extent available, the Employer will provide one (1) adjustable table approximately 4 ft. x 4 ft. in size that can be used for very short or very tall employees which is portable and easily moveable. When the Employer needs to replace a kitchen table, it will purchase a table with adjustable heights to the extent available.

(f) If and when the Employer replaces or purchases a slicing machine, to the extent available, it will be replaced with one that has adjustable height settings.

(g) The Employer shall provide cooks with the proper knives to perform their duties. Cooks may also use their own personal knives to perform their duties. The Employer shall also provide necessary sharpening materials for associates to sharpen the knives they use, as needed. The Hotel shall reimburse all regular existing cooks one (1) time up to one hundred fifty dollars (\$150.00) for the purchase of knives for use in daily hotel duties. Cooks seeking reimbursement for the purchase of knives shall be required to provide the Employer with a receipt verifying the purchase.

(h) When replacing or purchasing new rolling carts or hand trucks, the Employer will purchase such carts and trucks which have handles for easier movement.

(i) When purchasing or replacing carts or hand trucks, the Employer will replace with equipment that has locking wheels and/or castors and which are appropriate size for same and easy use in the kitchen, provided, however, that such wheels or castors shall be at least five (5) inches in diameter.

(j) All kitchen equipment shall be maintained and utilized in a safe manner.

SECTION 5. CLASSIFICATIONS

(a) Cooks Classification and Seniority

The parties agree to combine the Main Kitchen job classifications of Cook I, Cook II, Service Line Attendant and Expeditor into the position of Cook. This will mean merging the seniority lists for these four classifications into one based on classification seniority dates. The parties agree to work with each other and the affected employees to ensure that the seniority lists are accurate prior to their merger into one list. If differences over seniority cannot be resolved, the parties agree to submit the matter to a mediator for binding resolution.

In the new Cook classification, shifts will be based on bidded start times and location in the Kitchen, using the associate's new Cook seniority.

The parties agree that the employees in the new Cook position (formerly Cooks I and II, Service Line Attendants and Expeditors) will assist each other in food preparation to balance work load and to cover breaks for each other, and thus may be required to work in areas outside their customary location during a shift. (All new Cook associates will have Cook as their primary code and will be eligible to apply for a relief code as a Cook in banquets or elsewhere as they choose.) The Hotel will provide any necessary training for those not versed in all positions.

The parties agree that there will be a "merged wheel" based on classification seniority for Cooks, Omelet Cooks, and Station Attendants in the Main Kitchen so that after all hours are scheduled in primary classifications any available shifts will be scheduled based on position on the merged wheel. The intent of the merged wheel is not to create opportunities for overtime but to provide an opportunity to achieve a full complement of hours for associates. Overtime may occur in emergency situations.

There will be an option to have a schedule re-bid every 12 months.

The parties further agree that the schedule bid will contain AM /PM silos. Associates can cross silos after each silo is filled in order to gain hours or for overtime when all available associates in their bidded silo are working.

All new hires will be hired as Station Cooks. The hourly wage rate for the new Station Cook position will be the current Cook I wage rate of \$22.80, prior to the increase set forth in the 2009-2013 MOU. Associates who currently hold Cook II positions will be grandfathered at their current wage rate of \$23.30 and will receive all increases set forth in the 2009-2013 MOU.

BANQUET DEPARTMENT

SECTION 1. BANQUETS

A banquet shall be deemed to be any sit-down function, reception, buffet, cocktails, coffee-breaks, cash buffet, cater out, or box lunches which has been regarded and paid at the banquet rate.

SECTION 2. BANQUET SHIFTS, COVERS, OVERAGES

(a) Banquet shifts shall be as follows:

- (1) banquet servers - three (3) hours for breakfast; three (3) hours for lunch; and four (4) hours for dinners, receptions, and cocktail parties;
- (2) aisle attendants - four (4) hours;
- (3) coffee break attendants - four (4) or eight (8) hours;
- (4) bartenders - four (4) or six (6) hours; and
- (5) barbacks - four (4), five (5) or eight (8) hours.

(b) A food server shall not be required to serve more than twenty (20) persons at a particular breakfast or lunch sit down, plated function. When a server is required to serve over twenty (20) persons the pay shall be one dollar and twenty cents (\$1.20) per each additional person paid to that server or team in addition to the established wages.

(c) A food server shall not be required to serve more than fifteen (15) persons at a particular dinner sit down, plated function. When a server is required to serve over fifteen (15) persons the pay shall be one dollar and thirty cents (\$1.30) per each additional person paid to that server or team in addition to the established wages.

(d) Banquet food servers shall not be required to set up more than the number assigned to them to serve individually or in a team, nor shall they be required to clear off more than the number given them to serve individually or in a team.

(e) With respect to Banquet Department, the parties agree that the Hotel's current practices regarding the staffing of hospitalities and coffee breaks/receptions shall continue.

(f) Releasing Servers When Service is Complete: The parties agree that the practice city wide is for Banquet Servers to be released from a function when their main shift (3 to 4 hours) has passed and the meal function service is complete. Management checks the function room and determines that service is complete and all that remains is clearing dishes. This can include all dessert plates, coffee cups, glasses and dessert flatware. Management could release up to 50% of the staff at this point. Management would then cut staff on an as needed basis once the tables reach cabaret status. (Minimum glasses, or cups, linen and center pieces.) This practice will be instituted at the San Francisco Marriott Marquis consistent with the city practice.

(g) The Employer may assign servers to assist with functions other than those that they have bid to work in accordance with the following conditions:

(1) Pop-ups.

(i) For “pop-ups” that occur three (3) hours or less before the call time and for which twenty (20) or more servers are needed, the Employer may staff the pop-up event at its discretion.

(ii) For “pop-ups” that occur three (3) hours or less before the call time and for which nineteen (19) or less servers are needed, the Employer will notify the Hiring Hall and will call servers in order of seniority until it is less than two (2) hours before the call in time, at which time the Employer may staff the event at its discretion.

(iii) For “pop-ups” that occur more than three (3) hours before the call time, regardless of the number of servers required, the Employer will notify the Hiring Hall and will call servers in order of seniority. At no time will the Employer be required to wait any length of time between making calls to servers. The Employer will leave a message for the server if possible and will assign the server if the server returns the call and servers are still needed.

(2) Extra Guests. For parties where the guarantee goes up (i.e., people added to the party), the Employer shall first cover the increase with overs when the number of adds is less than twenty (20) per function for breakfast and lunch and less than fifteen (15) per function for dinner.

For parties where the number of adds is greater than the above numbers, the Employer may assign existing servers, already assigned to work, to the function with adds for up to thirty (30) minutes. If a server is required to work in the add party longer than thirty (30) minutes, the server shall receive a premium of one (1) hour of overtime pay, unless a server whose shift has ended agrees to work overtime.

(3) If for any other reason the Employer in its sole discretion chooses to assign additional staff to work a function other than that which they bid for, the Employer may make such assignments at their discretion as described above.

(4) The assignment of servers to work other functions shall occur within their shift, which for the purposes of this subsection, shall include voluntary overtime.

SECTION 3. BANQUET GRATUITIES

(a) Banquets. In arranging all banquets (a banquet shall be deemed to be any sit-down function which has been defined and paid at the banquet rate according to the custom and usage of the trade), the Employer guarantees 75% of 19.5% of the total food and/or beverage charge, except for receptions, buffets and cocktail parties or best practices if it is higher and the Hotel must go to those rates if it is not there now.

The above shall be distributed as follows:

75% to food servers and aisle attendants serving the banquet; the Employer shall be responsible for and shall guarantee the distribution of said seventy-five percent (75%).

(b) Banquet Gratuity Distribution Formula.

Banquet associates will divide the gratuity on a daily basis. Breakfast will equal three (3) hours. Lunch will equal three (3) hours. Dinner will equal four (4) hours. A Reception/Dinner will be five (5) hours. The distribution will be calculated as follows:

- Total gratuity for that day divided by number of server and back aisle hours worked (during contractual shift lengths) on that day equals gratuity share.
- For servers this gratuity share is multiplied by three (3) for Breakfast and for Lunch, by four (4) for Dinner and Evening Receptions, and by five (5) for Dinners accompanied by a Reception. (If management authorizes a server to work a fourth (4th) hour on Breakfast or Lunch, that time will be paid as an additional twenty dollar (\$20) gratuity for the fourth (4th) hour, which should be paid out of the gratuity.) This calculation shall become the gratuity share paid for that day.
- For Back Aisles the gratuity formula shall be the same as for servers except that the Back Aisle shall receive twenty dollar (\$20) gratuity for the fourth (4th) hour of the Breakfast and Lunch shifts.
- Each associate is paid that shift pay for each shift worked on that day. There shall be no extension of the shift for purposes of gratuity calculation.

For example: if the hourly associates' portion of the gratuity for a day is twelve thousand dollars (\$12,000) and hourly associates worked five hundred (500) hours during the contractual shift lengths and included in these five hundred (500) hours are four (4) aisle attendant shifts and one (1) server working an authorized fourth hour for breakfast or lunch, then the gratuity for Servers for Breakfast is seventy-one dollars and forty cents (\$71.40); for Lunch is seventy-one dollars and forty cents (\$71.40)(except for the one (1) server working the authorized fourth (4th) hour, it is ninety-one dollars and forty cents (\$91.40)); for Dinner is ninety-five dollars and twenty cents (\$95.20); and a Reception/Dinner is one hundred and nineteen dollars (\$119). The gratuity for Back Aisle is ninety-one dollars and forty cents (\$91.40) for Breakfast and Lunch; ninety-five dollars and twenty cents (\$95.20) for Dinner; and one hundred and nineteen dollars (\$119) for Reception/Dinner.

$$\begin{array}{r}
 \$ 12,000 \\
 \underline{\quad \$100 \text{ [5 hours times } \$20\text{]}} \\
 \$11,900 \\
 \div \quad 500 \\
 \hline
 \$23.80
 \end{array}$$

Server

Breakfast	$\$23.80 \times 3 = \71.40
Lunch	$\$23.80 \times 3 = \71.40 (\$91.40 for the server working O.T.)
Dinner	$\$23.80 \times 4 = \95.20
Reception/Dinner	$\$23.80 \times 5 = \119.00

Back Aisle

Breakfast	$\$23.80 \times 3 + \$20.00 = \$91.40$
Lunch	$\$23.80 \times 3 + \$20.00 = \$91.40$
Dinner	$\$23.80 \times 4 = \95.20
Reception/Dinner	$\$23.80 \times 5 = \119.00

Gratuity is not earned for doing coat check, photo shoots, scheduling, inventory, etc.

The gratuity for servers from the Hiring Hall will be calculated in the same fashion.

The Employer shall only pay this 4th hour bonus to back aisle attendants and servers who work at least forty-eight (48) minutes into the 4th hour. Servers shall not be eligible for the 4th hour bonus unless they have been explicitly directed by management to work the overtime.

(c) Buffets, Cocktails, and Receptions. Seventy-five percent (75%) of the total gratuity received and shown on the check, regardless of how it is specified by guest or engager, shall be distributed to food servers, back aisle attendants, and bartenders working the buffet or reception. The Employer shall be responsible for and shall guarantee the distribution of all buffet and reception gratuities in accordance with this rule.

(d) Except where the practice is greater, for all Hotel events categorized as a promotion or for employee relations, a gratuity will be paid on 50% of the retail price. The retail price will be the current published menu price and there will be no deviation from that price. For the frequently used custom menus, a retail price will be established and adhered to for the purpose of gratuity payments.

Minimum gratuities shall be as follows:

Breakfast and/or Lunch	\$40/server
Dinner	\$50/server

The Employer shall notify the hiring hall in advance of roll call of an event being a promotion, charitable, or house event.

(e) The gratuity for Coffee Breaks shall be seventy-five percent (75%) of the total food and beverage charges on the check, which will be at least twenty percent (20%). The formula for distribution of the coffee gratuity shall not be modified without the agreement of the Union.

(f) The formula for distribution of the banquet bar gratuity for banquet bartenders and barbacks shall not be modified without the agreement of the Union.

(g) Banquet Bartenders will receive a gratuity on cash bars as follows: The Hotel will pay a gratuity of 75% of 22% of the total cash bar sales for the function. In addition, a container for tips may be kept at the bar but at all times must remain out of the sight of customers (i.e., on the second shelf of the bar).

Banquet bartenders shall be paid \$1.50 per bottle, for wine sold by the bottle, to individual guests at a Cash Bar so long as those wines are from a selected list not being poured by the glass at that function. For individual table service when management determines bottles of wine may be sold, all bottles of wine specially ordered or requested by a guest shall have a \$1.50 charge attached to the bottle which shall be paid to the server. Such amount will not be assigned or identified as a gratuity to the individual guest.

(h) Banquet bartenders shall be permitted to place a "tip cup or jar" on hosted bar. In a hosted function, in the event that the host or the Hotel objects to the placement of such a tip cup, no tip jar shall be put out but the Employer shall pay an "attendant fee" to banquet bartenders working the function of seventy-five dollars (\$75.00) per bartender. The Hotel shall have discretion over the size, shape, design and appearance of the tip jar used. Tip jars shall be visible to the guest.

(i) If a majority of banquet associates sign a petition to the Union after February 14, 2009, calling for a transition to function pay for servers and back aisle, then the Union will hold two (2) meetings to discuss the issue. After the two (2) meetings are held, the Union will hold a secret-ballot vote of banquet

associates. If a sixty-five percent (65%) majority of votes are “yes” votes, then negotiations between the Union and the Hotel will begin.

SECTION 4. RECORDS

(a) A record of all gratuities for each function for food servers, banquet bartenders, bar attendants, coffee break attendants and back aisle attendants shall be forwarded by the Employer to the Union on a weekly basis, but in no event later than two (2) weeks following said function by name, together with the following information: The total amount of the check, the total gratuity, the name of the function and the engager, the date, and the names of the employees working the function and the hours they worked.

(b) Upon request by the Union, the Employer shall provide the Union with documents which verify the total amount of the service charge attributable to the function.

(c) The Employer shall be responsible for maintaining and shall require that its auditing department maintain complete records of all banquets given; including all gratuities and/or service charges received or distributed and the actual banquet checks. Such records for each banquet shall be kept for at least one year, and all such records shall be made available to the Union upon request at any time during business hours. It is understood that in making such request for said banquet information, that the Union must specify the specific function for which information is requested. Should the Employer fail or refuse to furnish the Union with the records as provided herein, the Union shall then make such request in writing to the Hotel.

(d) The Employer shall provide the Union a monthly list of banquet functions (banquets, cocktail parties, receptions, etc.). Such list shall be provided no later than the 15th of the following month.

No function sheets would be mailed to the Union; however, function sheets/catering event orders shall be posted at the Hotel until the day following the function including the price of the individual menu items.

The Union agrees that no contact would be made with the group contact unless done on a mutual basis, i.e. the Hotel and the Union jointly contact the group contact. The thirty day list of functions is used on a confidential basis by the Union. In the event that the Union provides this information to other hotels, the Union shall forfeit its right to receive such information.

(e) An agreed upon gratuity form shall include the total amount of the check, the total gratuity, the name of the function, the date, and the names of the employees who worked the function.

(f) Upon request, within a reasonable time frame, associates may review credit card records to verify accuracy of paychecks.

SECTION 5. BIDDING AND SCHEDULING

(a) This schedule may change as participants become familiar with the process and by mutual agreement of the parties.

Banquet servers and bartenders shall be able to choose the functions they work in accordance with seniority, by weekly rotation.

Fulltime banquet associates will be required to select at least ten (10) shifts per week.

(b) Each Tuesday, for each classification (Coffee, Barback, Back Aisle, Bartender and Server) management will make a schedule silo, which shall show the available work per classification for the week. Each classification's silo will include for each function: (a) name of group; (b) type of function; (c) starting and ending time (including anticipated overtime); (d) number of guests; (e) price per guest. Next to each function's information will be a skeleton which has as many spaces as associates needed on that function, as determined by management.

(c) Each Wednesday fulltime and part-time associates will bid by seniority and Pool will be assigned by seniority and availability. Prior to the Bid, associates will have time to view the posted information.

(d) Management may assign fulltime steady extra servers to not more than two (2) VIP functions per month. Before the bid begins management will make VIP function assignments. Associates shall give their availability to management by 5:00 p.m. on Tuesday each week. Those associates assigned VIP functions will bid for the same number of functions as other associates in their classifications minus the VIP assignments. The VIP assignments will count as the last functions in the associate's selection in the weekly rotation. That is, if all associates in the classification are working nine (9) functions that week then an associate with a VIP assignment will count that assignment as the selection in the ninth (9th) rotation out of nine (9) in the weekly wheel.

(e) Fulltime banquet associates will bid in the following order: Coffee, Barback; Back Aisle; Bartender; and Server.

(f) "A" rotation associates will bid on a weekly wheel.

(g) "B" rotation associates will bid on a daily wheel after all "A" rotation associates have up to 10 functions/shifts.

(h) There is no involuntary assignment of red-circled functions/shifts.

(i) Seniority rank for secondary code(s) will be based on starting time in primary code, unless documents determine a different start time in the secondary code(s).

(j) Servers and Back Aisle associates will each take a turn bidding for functions or shifts, as applicable to that classification. The most senior will bid first then the second most senior, etc., until everyone in the classification has bid for one function or shift, as applicable to that classification. Then the bid continues with the most senior associate until all "A" rotation associates in the classification have bid for available work.

(k) "A" rotation Coffee attendants will bid for a weekly schedule with two (2) consecutive days off (when available); these weekly schedules are constructed by management. "B" rotation Coffee attendants have a daily bid system.

(l) Barbacks shall bid by daily rotation. If a majority of barbacks so choose, they can have management assign all shifts. If the barbacks so choose, the parties will bargain an assignment system based on seniority.

(m) An associate may select a proxy to bid for the associate. If no proxy is selected or selected but not present and no shop steward is available or the associate does not attend the bid, then a management representative will make the function or shift bid, as applicable to the classification, for the associate. When management assigns work by proxy they shall make the assignment based on the most lucrative function or shift, as applicable to the classification.

(n) Bartenders will bid for all available beverage shifts in accordance with Banquet Bartender Craft rules and applicable side letters.

(o) During the fulltime Server "A" rotation bid, that is, after the other fulltime primary codes have completed their bids, associates with secondary codes can bid in any of their secondary code classifications (bidding for a minimum of ten (10) functions or shifts, as applicable to that classification) except that barbacks will bid for back aisle shifts prior to bidding in other secondary codes. For each shift an associate has already bid in another classification, they will skip one rotation of the bid in their secondary code bidding.

(p) After "A" rotation associates have bid for up to ten (10) function or shifts, as applicable, then "B" rotation fulltime bid.

(q) After "B" rotation associates complete their primary code bid, they can bid for any secondary code.

(r) If Coffee attendants do not have equal shifts (four (4) hours equals one (1) shift and eight (8) hours equals two (2) shifts) as other fulltime "A" rotation associates and there are additional server functions available, Coffee attendants can bid for functions prior to "B" rotation fulltime associates and part-time associates bidding.

(s) If additional Coffee shifts are available after Coffee "A" rotation bids, then shifts will be offered to "A" rotation fulltime associates. If additional shifts remain available, then "B" rotation fulltime associates, then part-time and then Pool associates, by seniority, can work as Coffee attendants from among those associates who are trained to do Coffee. Marriott will hold a Coffee training program once a year.

(t) After all fulltime associates have finished bidding; management will hold the part-time bid /Pool assignment within each classification silo. After primary code bidding / assignment, associates may bid in their secondary code(s).

(u) Part-time Banquet employees/Shifts: Part time banquet employees may be required to bid for three (3) shifts per week, consistent with the terms of the CBA. Part-time associates get two (2) functions or shifts as applicable to the classification, then Pool is assigned (by seniority and availability) one (1) function or shift as applicable, then part-time gets to bid another function or shift, then Pool is assigned another, etc. Part-timers may stay at the bid after choosing two (2) functions or shifts, as applicable to the classification, while management assigns the Pool, in order to bid for a third etc.

Consistent with the practice for pool status employees, part-time banquet employees shall be permitted to give one (1) shift to another banquet employee per week. In the event that the part-time banquet employee is not able to find another employee to take the shift, the part-time banquet employee who originally bid for the shift shall be responsible for working the shift.

(v) After Pool is assigned work, then fulltime associates can bid for triples as long as overtime is not unnecessarily incurred. Part-time can then do the same. After that, management will contact the Hiring Hall for additional staff.

(w) During the weekly bidding process, full time associates retain the right to bid for "triples" after the pool bids are completed.

1. Associates may bid for triples in person, or by proxy.
2. Full and part time associates must mark their availability with a "T" if they are open to working a pop-up shift that may result in a Triple shift for that day.
3. Only associates that have indicated "T" as a proxy will be called for a Triple. If more than one associate indicates availability to work a triple, the shift will be offered using the process for offering Pop-Up shifts per Section 6 POP-UP FUNCTIONS.
4. If at that time, the shift still needs to be filled, and the Hiring Hall is unable to dispatch union extras, management may begin calling all available associates, by seniority, regardless if they have marked "T".

(x) When overtime is required, the remaining work shall be offered to the most senior and involuntarily assigned to least senior. Mandatory overtime shall not be assigned to Hiring Hall servers; they may, however, be offered or volunteer for the opportunity for overtime.

(y) Full and part-time banquet associates may pass on work under the minimum number of shifts referenced above by choice five (5) weeks per year, in addition to vacation and other paid time off or bona fide leaves and when not enough work exists to meet the minimum requirements. The Hotel may establish certain black-out periods during busy times when such passes may not be used.

(z) Fulltime banquet associates will be entitled to red-circle their ninth (9th) and tenth (10th) shifts during the weekly bid. Once a shift is red-circled, other fulltime associates with less than ten (10) shifts may bid for red-circled shifts in the weekly rotation system. If a red-circled shift is not bid for by other fulltime associates, it will become part of the part-time bid. If a red-circled shift is not bid for in either the fulltime or part-time bids, then the associate may obtain a replacement worker from the pool. Such replacement must be approved by management. If the associate does not obtain an approved replacement worker or the shift is not bid for during the rotation, the associate remains responsible to work the shift. Other rearrangements of schedules shall not be required to accommodate such replacements.

SECTION 6. POP-UP FUNCTIONS AND CANCELLATIONS

When a pop-up function occurs within the week after the weekly schedule is posted, the following criteria should be followed:

1. Before beginning the pop-up assignment, exclude the following:
 - A. Associates who have Red-Circled the same shift as the Pop-Up event.
 - B. Associates who have used Pass Week on that meal period during bidding.
 - C. Associates who on the day of the pop-up shift: have taken a "Regular Day Off", are on vacation or who are taking paid or unpaid PTO time etc.
 - D. Associates who have requested off of VIP functions for the shift where the pop-up occurred.
 - E. If the Banquet Associate is already scheduled for a shift in the same time period (they will be offered the next pop-up).

2. The first associate to be offered a pop-up shift in that week will be the associate who follows in rotation the last associate to pick up a shift in that classification during the regular weekly bid. Management shall offer pop-up shifts to the next associate in rotation for the particular classification needed using the rotation on the merged wheel.
 - A. Pop-up server shifts shall be offered in the following manner: Full-Time servers, or Merged Wheel "B,"
 - Full-Time "B" List Servers
 - Coffee Break Full-Time "A"
 - Full-Time "B" List 2nd Coded Servers (Aisles/Bartenders)
 - Full-Time "B" List 3rd Coded Servers (Barback)
 - Part Time "A" List Servers
 - Part Time "B" List Servers
 - Pool "A"
 - Pool "B".
 - B. The rotation for Full-Time "B" merged wheel will continue until they have reached ten (10) shifts.
 - C. The rotation for Part-Timers "A" (via rotation) & "B" (via straight seniority) until all have (10) shifts.
 - D. Pop-up bartender shifts and beverage stations shall be offered in accordance with the weekly bidding of bartender shifts using the Full Time A Bartender list.
 - E. For additional beverage stations that may be staffed by Servers, pop-ups shall be offered in accordance with 2A above.
 - F. Pop-up Back Aisle shifts shall be first offered to the Back Aisle "A" through the Merged Wheel "B" rotation list and then to Back Aisle "B" list (via straight seniority) and the C Side Letter 30 Full Time Back Aisle list, then Part-Time Back Aisle, then Pool Back Aisle.
 - G. Pop-up Coffee Break shifts shall be offered first to Coffee Break "A" list via rotation and then to Coffee Break "B" list (via straight seniority).
 - H. After Pop-ups have been offered to Part-Time and Pool, then extra shifts shall be offered to Full-Time and Part-Time to exceed ten (10) shifts based on their availability to work triples as identified during that week's shift bidding process.
3. If a particular classification other than server is needed, but the associate next up in rotation already has a shift in their secondary classification then management shall offer that associate the shift in their primary classification as long as it is for a shift for the same meal period as well as the same day of the pop-up function, except for Back Aisles, unless no other Back Aisle are available in accordance to section 4 below.
 - A. If an associate does exchange a shift in their secondary classification for their primary classification, then the associate does not lose a shift in the rotation.

- B. A Bartender who is offered a bartending shift will lose a turn in the bartender rotation, if the shift is for the same meal period and day as the pop-up bartending shift.
 - C. If an associate passes on a pop-up shift in their primary code, it is also considered a pass in their current rotation of their secondary code.
 - D. Banquet associates, who do not have a primary Coffee Break code and are available, can refuse a Pop-up coffee break shift and not lose a turn in their current rotation.
 - E. Coffee Break associates, who are coded as primary coffee break and are available, can refuse a Pop-Up server shift and not lose a turn in their current rotation.
 - F. If more than one Pop-up shift is available in a classification: the Banquet associate shall be offered a choice according to their availability.
4. If management is unable to fill Pop-up shifts by the above manner, and has offered Bartender and Server shifts to the hiring hall, then management can assign Pop-up shifts by inverse seniority to an associate who has a shift in their secondary classification to work a shift in their primary classification. This language also applies for the Back Aisle and Coffee Break Pop-Up Shifts.
- A. There shall be no loss of function assignment seniority because an associate takes a shift as a pop-up vs. being scheduled for a function during bidding.
5. Cancellations: When the hotel is required to cancel a server shift on a banquet function, servers shall be cancelled from the function, effective October 9, 2017, in the following order: Pool B, Pool A, Part-Time B, Part-Time A, 3rd Coded Servers (Barback), Secondary Coded Servers (Back Aisles and Bartenders), Coffee Break A List working as Servers, Full-Time B List Servers, Merged Wheel B (by seniority secondary coded servers), primary coded Full Time A List servers.

When the hotel is required to cancel a server shift on a banquet function, servers that accepted the shift from the Pop-Up rotation shall be cancelled from the function before servers that bid for the shift during the weekly bidding process.

SECTION 7. MISCELLANEOUS

- (a) Tray Stands: There shall be at least one (1) tray stand for each one (1) food server.
- (b) Pool Status shirts: The Hotel shall launder pool status employees' shirts as is the practice for full and part-time banquet staff.
- (c) Cell Phones: Only one (1) cell phone number must be called to offer work to banquet associates.
- (d) Banquet pool associates' union dues payment shall be as follows: for the first twenty (20) events or functions worked, a pool associate shall be required to pay a union service fee of five dollars (\$5.00) per event or function worked up to a maximum of thirty-five dollars (\$35.00) per month; effective the first month following completion of twenty (20) events, the pool associate shall pay monthly union dues as required by the CBA and in accordance with the Union's By-laws and International Constitution

(e) The parties agree that upon signing this Agreement, no new pool status associates shall be hired in any classification, but all pool associates then on the payroll shall continue to be employed as needed by the employer and consistent with the terms of this Agreement. All existing part-time and pool status associates shall be grandfathered and shall be considered for posted openings. The parties recognize that some associates who are regarded as pool status associates for the purposes of scheduling are coded part-time for purposes of vacation or benefit accrual. No change will be made to their coding status. Associates coded as pool status will not be eligible for vacation, sick leave, PTO (Personal Time), funeral leave, jury duty pay, or the like.

(f) In the event that a full time banquet associate, as of the date of this Agreement, applies for and is awarded a job of Banquet server, that person shall join the "A" rotation, as the least senior on the rotation, as described in Banquet Department, Section 5, Bidding and Scheduling.

(g) Two (2) coffee break attendants positions shall be added for a total of fifteen (15) steady banquet coffee break attendants. These two (2) shall constitute the first two (2) attendants in the "B" rotation for the purposes of bidding for work.

SECTION 8. LEAD SERVER

A lead server oversees directing several banquet personnel and may work part of a station and will not participate in the bargaining unit portion of the gratuity. Servers shall not be involuntarily assigned to act as lead servers.

The rate for lead server shall be as set forth in the wage schedule.

SECTION 9. DUTIES: SERVERS, BACK AISLE, BANQUET STEWARDS, AND COFFEE BREAKS

(a) Food servers shall not be required or permitted to sweep or to do work of dishwashers, housepersons or porters, or others except in cases of emergency.

When seat covers are required for a function, the server or team of servers shall only be required to cover and uncover the same number of chairs as guests they or their team will serve.

(b) Delivery of Equipment for Banquet Functions:

(1) Except as provided in subsection (c) below, for banquet functions, stewards will be responsible for bringing parred, caged set-up equipment to the back aisle location currently being used for banquet rooms. "Parred" shall be defined as sufficient equipment, e.g., silver, to accommodate the number in the party.

(2) For the banquet rooms listed below, stewards will be responsible for bringing parred, caged set ups to the room for a banquet function when it is vacant and accessible at the time the equipment is prepared. When the room is occupied at that time, the set-up equipment shall be brought to the "staging area" provided below.

Banquet Room	Staging Area
Nob Hill A through D	hallway behind Convention Service Office

Salons 1-5	behind the Stewarding Office
Salons 6-9	in the back aisle behind the salons
Salons 10-15	directly behind Salon 15, in back aisle
Golden Gate A and B	Mission tunnel
Golden Gate C	back aisle next to Coffee Breaks
Club Bar	Mission tunnel
4th Floor	Mission tunnel
5th Floor	Mission tunnel
View Lounge	Mission tunnel
Laurel, Walnut and Willow	Mission tunnel

(c) Server and Back Aisle Attendant Duties:

(1) Servers shall not be responsible for moving queen mary carts, hot boxes, or cages. Servers may be assigned to continue moving props, seco tables, empty racks, poker chips, linens, tray jacks, and salt and pepper, provided such movement occurs during the course of the assigned shift, which, for the purposes of this subsection, shall include voluntary overtime. Notwithstanding this subsection, servers may continue to be assigned to move queen mary carts with box lunches and to otherwise move queen mary carts inside the banquet room. Servers shall be required to return props to the appropriate room but shall not be required to clean the prop room or storage room.

(2) A server may be assigned to assist back aisle attendants with salt and pepper, sugar, bread baskets, creamers, lemon wedges, water, and similar items, provided the server has finished setting up his section. It is understood by the parties that servers will make every effort to efficiently complete their set-up duties so that they will be available to assist the back aisle attendants in these tasks.

(3) Servers and back aisle attendants shall not be assigned to move tables and chairs. In the event that a banquet room needs to be turned quickly (e.g., “tight turn,” pop-up, or when the start time of a function has been moved up), servers will be required to clear the room of food, plates, silver, etc., so that convention services, stewards, aisle attendants, and others can re-set the room for the next party. Servers and back aisle attendants may assist in moving tables and chairs only on a voluntary basis.

(4) Food shall be moved from the kitchen to the function rooms by the back aisle attendants. For all large events, stewarding may be assigned to assist, as needed.

(5) With respect to back aisle attendants in the Banquet Department, the parties agree as follows:

- a. The Employer may create and fill two (2) additional fulltime back aisle attendant positions. These two (2) back aisle attendants shall bid for work on a second, separate daily rotation from the current incumbent fulltime back aisle attendants. These two (2) new back aisle attendants shall bid after the current fulltime back

aisle attendants have selected enough shifts for fulltime work and prior to part-time aisle attendants choosing their shifts on their rotation.

- b. In the event that the two (2) new fulltime back aisle attendants do not receive enough work to fill out a fulltime schedule, they shall be allowed to bid for work in accordance with their previous rotation, i.e., part-time or pool, or other classifications.
- c. The Employer may continue to assign part-time and pool back aisle attendants as business needs require.

(6) Back Aisle Lead Shifts: The parties agree that the hotel will establish Back Aisle Lead Shifts that will be designated by management as needed with the following provisions:

1. The Lead Shift will pay an additional \$50.00 a shift paid out of house gratuity.
2. The existing Back Aisle Wage Rate will be the same wage rate for Lead Back Aisle Shifts and the gratuity will come out of the pool.
3. The Back Aisle Shifts will be 5 hour shifts (starting 1 hour earlier than regular Back Aisle shifts).
4. All Back Aisle Associates may bid for a Lead Shift.

(7) Back Aisle Side Work: Side work will be noted on BEO's on lighter days for Back Aisles and they'll be expected to complete all side work prior to leaving their work area.

(8) Back Aisle Assignment to Multiple Functions: "Starred" Functions will be determined by management and will mean that Back Aisles will be assigned and moved during their shift to multiple functions to assist with set up and clean up as requested by management. The parties agree that these shifts will not exceed four hours unless the function itself goes longer than planned (i.e., to include but not limited to, awards dinners, functions where speakers delay the flow of service, or when a client asks to extend the function time).

(9) In-House Extra List for the Back Aisle Classification: The parties agree to the creation of In-House Extra List for the Back Aisle position not to exceed 15 names. Pool Status Servers can be double coded to Back Aisles, the hotel will offer Union Hall Extras the opportunity to be on this list and other San Francisco Marriott associates will be offered the opportunity to be on the In-House Extra List and would be paid at the Back Aisle Wage Rate for all hours work as a Back Aisle. In the event overtime occurs for a San Francisco Marriott associate, the OT rate will be 1.5 times the Back Aisle Wage Rate for work over 8 hours in a day/40 hours in a week in accordance with State and Federal Laws.

(d) Banquet Stewards:

(1) The Employer shall create and fill four (4) new banquet stewarding positions within the Stewarding Department. These positions shall be filled through the stewarding schedule bidding process, i.e., to the most senior steward bidding for the position, provided the person is capable of performing the duties of the position and possesses the appropriate communication skills.

(2) The primary duties of the banquet stewards shall include:

- moving queen mary carts, hot boxes, cages, and other equipment; and

- removing garbage from banquet areas.

As time allows, the banquet stewards will assist aisle attendants with the following tasks:

- sweeping banquet areas;
- sweeping the storeroom;
- wiping out the refrigerator;
- maintaining and cleaning the coffee machines;
- assisting coffee breaks with queen mary carts; and
- assisting loading and unloading china, silverware, and glassware in trucks for cater-outs.

(3) The parties agree that the hotel will increase the number of Banquet Stewards to 6 and that the Coffee Breaks Staff will be responsible for moving their queen mary carts in the event there is no Banquet Steward available to assist.

5. Coffee Break Attendants:

- (1) Coffee Break Attendants shall do roll-in breakfast, lunch and dinners for 25 or fewer guests.
- (2) Coffee Break Attendants will transfer food from a roll-in to a table if the guest so requests.

SECTION 10. BANQUET SERVERS OVERTIME

(a) The overtime rate for banquet food servers, aisle attendants, and coffee break attendants shall be \$2.50 above the straight time hourly rate of pay. This provision also applies to Hiring Hall extras.

(b) When a function is over and cleanup is complete, servers shall have the option of either voluntarily going home and not receiving the overtime they had signed up for or in the alternative performing side duties provided such side duties are consistent with the duties of the craft (e.g., not mopping floors or moving furniture).

SECTION 11. BARTENDERS FOR BANQUETS AND SPECIAL OCCASIONS

(a) At no time shall a bartender or a barback in this classification receive less than provided in the wage scale for any shift. Overtime shall be paid for time beyond the shift length at the rate of one and one-half times the hourly rate.

(b) The Employer shall have a bartender for all parties serving distilled spirits which have twenty-five (25) or more persons in attendance, except where the engager requests the services of a bartender for parties of less than twenty-five (25) persons.

SECTION 12. STEADY EXTRA BANQUET BARTENDERS/BARBACKS

- (a) The parties shall reach an agreement on the number of Steady Extra Banquet Bartenders/Barbacks. Names of steady extras shall be on record at the Union.
- (b) The Employer and the Union shall meet upon request of either party to negotiate the rotational practice of steady extra banquet bartenders. Pending such negotiations, the current practice in effect on the date of this Agreement shall remain in effect.
- (c) Barbacks will receive twenty percent (20%) of the gratuity for all product delivered and sold in hosted bars and beverage stations. This is to include hosted table wine. Gratuities on cash bars will be paid in accordance with the customs of the trade. Barbacks earn food gratuity only on those functions that they work as servers.
- (d) When barbacks are scheduled, and work, an eight (8) hour shift, each will receive one full portion of the barback gratuity. If a barback is scheduled for an eight (8) hour shift, but volunteers to leave a shift before completing six hours of work, they will receive a gratuity equal to a pro-rata portion given to barbacks who have completed six (6) hours or more of an eight (8) hour shift.
- (e) Weekly schedule bidding for bartenders will be done in accordance with the Bartenders Seniority List. All bartenders who are on the Bartender List will be required to bid on first, any available bar function, and then second, any available beverage station function, before they may take any non-beverage food function on that same shift. The only exception is that beverage stations will always be offered in the following order: (a) full-time double-coded bartenders; (b) full-time servers; (c) part-time double-coded bartenders; (d) part-time servers; (e) pool double-coded bartenders; (f) pool servers.
- (f) For all functions consisting of two or more bars, a room diagram will be made, before the shift begins, showing the location of every station and which stations are likely to close early. Once all Hotel bartenders working a function are present, but no later than five minutes after their scheduled starting time, bartenders will pick their station locations by means of their bartender seniority. After Hotel bartenders have picked their stations, Union Hall bartenders will be assigned station locations by management. Any Hotel bartender showing up after location picking is finished will get to pick only from whatever station locations remain unclaimed.
- (g) When some bars are requested to stay open past the originally scheduled closing of the bar, bartender seniority per function will determine which bars stay open and which bartenders will have the option to stay late, unless the host requests that a different bar stay open.
- (h) Bartenders will receive one share of the daily bar gratuity for each hosted or qualifying cash bar function they work in a day. This includes when working two or more separate bar functions in a single shift, but does not include the giving of breaks.
- (i) If, for personal reasons, a bartender needs to leave a bar shift before it is completed, they will split their share of the gratuity on a pro-rata basis with whomever is required to replace them.
- (j) Bartenders who are in charge of setting up both the beverage and the limited snacks in a reception, will have the food gratuity of the particular function added to the bar gratuity, provided that bartenders shall not be used to replace or supplant the scheduling of servers for a reception. Parties that the bartenders act as a server shall be limited to events of less than twenty (20) persons, not include any hot food and be limited to dry snacks and one cold plate, in accordance with the existing past practice.

(k) Bartenders who are used to serve food after completing their bar function will receive a full share of the bar gratuity, and a share of the food function gratuity. They will receive the pro-rated portion, of the regular shift length, of food gratuity for the portion of the shift they are needed to set up, serve, and clean up a food function.

(l) Bartenders will be offered, by seniority, a chance to pick up all “pop-up” bartending and beverage station functions. A bartender may choose, but will not be forced, to exchange the food shift they have already picked during the regular weekly function bid, in order to fill a pop-up bar shift. If no associate on the Bartender List chooses to take a given pop-up bar, it will be offered to the Union Hall.

(m) When a bartender who is in a weekly rotation with other bartenders, leaves his position, the rotation will permanently be reduced by one person, eventually leading to daily rotation.

(n) When a banquet function is held in either the View or any other food outlet, all servers and bussers who have been offered and assigned to work the event as servers, including a la carte servers, shall be paid the banquet server rate for the hours actually spent on the banquet function; all bartenders, including front bartenders, shall be paid the banquet bartender rate for the hours actually spent on the banquet function, unless the station is booked as a beer/wine beverage station in which case the server rate shall apply. Similarly, barbacks shall be paid the banquet barback rate for hours actually spent on the function. Gratuity shall be paid as per the banquet gratuity formulas.

Associates shall only be permitted to work such banquet functions if they are trained and qualified for banquet functions.

(o) All primary bartenders receive bartender rates for PTO (Personal Time), Holiday, Vacation, and mandatory meetings.

(p) When bartenders work a beverage station, they will be paid at the server rate.

(q) The Bartender Seniority List will be composed of the eleven (11) associates who currently have a primary code or will be offered the opportunity to have a primary code of bartender. As the individuals on the list leave the Hotel, their positions shall not be filled until the positions are reduced to seven (7). Thereafter, such positions may be filled so that the number of bartenders on the Hotel’s Bartender Seniority List remains at seven (7).

(r) In the event bartenders are needed beyond the Bartender Seniority List, the following procedures shall be used for each function: The Hotel will fill two (2) shifts from the Hiring Hall, then the Hotel will fill two (2) shifts from the supplemental in-house Bartenders list, etc. The supplemental in-house Bartenders list shall be a closed list and be reduced by attrition. [Former side letter 33(a)-(h) and 34]

SECTION 13. EVENT SERVICES

(a) The movement of heavy equipment shall occur in a safe manner. In the event that an associate reasonably requests assistance, management shall assign another person to assist that associate.

Event services associates shall receive an extra payment of twenty-five dollars (\$25) when they are required to move tables in the View Lounge to or from another floor.

(b) Risers: The Hotel agrees to repair and maintain any existing risers currently in disrepair. The Hotel, including the Chief Engineer, and Union representatives shall meet as needed to discuss and review the timeline and action plan to replace and/or repair the risers.

(c) Set Up and Table Clothing Shifts: Upon guest request for a room set up to include table cloths or other table top items well in advance of the start of the function, the set up could be handled by Event Services and the associate that works the shift will be paid an additional \$25.00 per shift per associate required to perform the requested work. This provision applies to Banquet food and beverage functions and not to meeting functions that are currently part of the Event Services department. These shifts will be given to the associate that is assigned to the geographic area in the hotel where the guest request occurs.

SECTION 14. VACATION FOR HIRING HALL EXTRAS/POOL

(a) After one (1) year of continuous service with a particular Hotel and provided said Hiring Hall Extras have earned eight hundred dollars (\$800.00) or more, exclusive of overtime, gratuities and/or service charges, the affected individuals shall be entitled to four percent (4%) of the total wages, including overtime, as vacation pay.

(b) For Hiring Hall Extras, after two (2) years of continuous service with a particular Hotel, and provided said Hiring Hall Extras have earned eight hundred dollars (\$800.00) or more, exclusive of overtime, gratuities and/or service charges, the affected individuals shall be entitled to eight percent (8%) of the total wages, including overtime, as vacation pay.

(c) For Hiring Hall Extras, after ten (10) years of continuous service with a particular Hotel, and provided said Hiring Hall Extras have earned eight hundred dollars (\$800.00) or more, exclusive of overtime, gratuities and/or service charges, the affected individuals shall be entitled to twelve percent (12%) of the total wages, including overtime, as vacation pay.

(d) Pool Status PTO: Pool status banquet employees shall receive pro-rated PTO, consistent with the extras provision of the MOU (and subject to a revised numerical calculation based on PTO only), provided the pool employee has worked at least 400 hours in a calendar year. [2009 MOU]

FOOD OUTLETS DEPARTMENT

SECTION 1. SCHEDULING OF DAYS OFF AND SHIFTS

The following provisions shall apply to all associates in the Food Outlets Departments (except banquet personnel). Associates shall have preference for work schedules, including days off, as established by the Employer based upon seniority. There shall be bidding within each classification on May 1 and November 1 of each year thereafter for work schedules, including days off, as established by the Employer on the basis of seniority.

SECTION 2. EXTRA SERVERS

If a regular restaurant facility is used during normal operating hours for a banquet function, the regularly scheduled crew shall work that function with additional crew, if needed, drawn from the banquet department.

SECTION 3. GRATUITIES

- (a) No associate shall be required or allowed to contribute any part of his compensation or gratuity to non-bargaining unit associates.
- (b) All checks and menus not carrying an automatic service charge shall be printed with the words "Gratuity Not Included."
- (c) A sixteen percent (16%) service charge shall be added to all food and beverage portions of pre-sold tours.
- (d) All charged tips, exclusive of tours, shall be paid in cash to the server at the completion of his shift when sufficient cash is available. When sufficient cash is not available, servers shall be given a "due back" form which shall be redeemed by management on the server's next scheduled shift.
- (e) With point-of-sale accounting systems each food and beverage server shall be provided, in writing, with the total dollar amount of sales handled by the server, and the total charged gratuities paid to that server. Such information shall be provided on a weekly or daily basis or on another interval if proposed by the Employer and agreed by the Union.
- (f) A sixteen percent (16%) service charge will be charged on parties in the food and beverage outlets, of six (6) persons or more wherever and whenever food or beverage is served.
- (g) B55 Cancellation Policy:
 - (1) When a reservation of ten (10) or more persons fails to show without canceling two (2) hours in advance, the server assigned to the reservation shall be compensated \$3.50 per person.
 - (2) When fifteen (15) or more persons do not show for a reservation without calling to adjust the reservation two (2) or more hours in advance, the server shall be compensated \$3.50 per person.

SECTION 4. NEW YEAR'S EVE

When a Hotel function includes ticket sales, the Hotel shall pay bargaining unit persons working the party a sixteen percent (16%) gratuity on any food and beverage included on all tickets sold in a regular food or beverage outlet.

SECTION 5. DUTIES: SERVERS

- (a) Food servers shall not be required to sweep their station at the end of their shift. Nor shall they be required to do the work of stewards, housepersons, or convention services except in cases of emergency or as otherwise provided in this Agreement, or as is consistent with the Hotel's past practice.

(b) Work stations within a room shall be assigned to servers on a rotational basis. Work stations shall be assigned to dining room attendants in order to assure a fair distribution of the work load.

(c) All guest parties shall be seated in a rotational order so as to insure a fair distribution of work load, consistent with guest preference and table availability.

SECTION 6. CASH SHORTAGES - MISSING CHECKS

(a) A food and/or beverage server or cashier shall not be held financially responsible for the failure of a guest to pay the amount of the meal or beverage check.

(b) No food or beverage server or cashier shall be held financially responsible for any losses due to use of credit cards.

(c) The parties agree that any missing checks, coupons, or vouchers shall be brought to the attention of the server, or cashier to whom they were issued within four (4) of the associate's working days. If any such missing check, coupon, or voucher is not brought to the attention of the server, cashier or captain within said time period, the associate shall not be disciplined on the basis of such missing check, coupon, or voucher. Such an associate may examine the checks, coupons, or vouchers for the day in question if the associate requests to do so immediately after being notified by the Employer that a check, coupon, or voucher is missing.

SECTION 7. CASHIERS

The Hotel shall provide cashiers with efficient, functioning equipment to work with and shall maintain all equipment.

SECTION 8. ROOM SERVICE

The Hotel no longer offers room service but agrees that if it should reinstate such a service, the positions will be bargaining unit positions, as previously in effect at the hotel. See Sections (a) through (i) below.

(a) All a la carte food and beverage orders ordered from the room service menu and delivered to hotel guest sleeping rooms and suites shall be served in accordance with existing practice.

(b) Servers shall be assigned a la carte deliveries on an equitable rotating basis.

(c) There shall be a separate check issued for each room service or a la carte order.

(d) Records of the distribution of catering and hospitality orders and gratuities which are stored onsite shall be retained for a period of three (3) months and shall be made available to room service associates upon request during office hours. Records transferred to off-site storage shall be made available upon request by the Union for a period of one (1) year.

(e) The Room Service gratuity formula for respective parties, functions, or work shall be as follows:

TYPE	GRATUITY
Amenities	\$2.00/delivery to the server for amenities with 1-3 items (e.g., water bottles, fruit and cheese, bottle of wine)
(f)	\$5.00/delivery to the server for amenities with 4 items or more (e.g., bottle of wine, cheese and crackers, six pack of beer, dry snacks) (A six pack or less of beverages shall equal 1 item.)
Platinum guests	\$2.00/delivery to the server for the current "call down" practice; \$1.00/delivery to the server if Employer returns to automatic box delivery.
In-house a la carte	15% to the server 1% to RSA
Complimentary (meals/orders)	15% to the server 1% to the RSA
C-7's	15% to the server 1% to the RSA
A la carte	15% to the server 1% to the RSA
Hospitalities	15% to the server 1% to the RSA 0.75% to the cashier

For the first year of the contract, room service servers moving from one shift to another shall carry their seniority with them to the new shift. Thereafter, a room service server moving from one shift to another shall have his seniority for scheduling purposes commence effective the date of the transfer.

(g) The a.m. and p.m. server shifts shall be considered separate work units for purposes of scheduling. When an open position becomes available in either the a.m. or p.m. shift, such opening shall first be posted within the Room Service Department. The opening shall be filled by the most senior applicant within the server classification within the department. In the event that no one from within the server classification within the department bids on the position, the position shall be posted for the rest of the Hotel as per Section 6, Posting And Promotions.

(h) In Room Service, when hospitality staffing requirements increase after the schedule is posted and additional servers are needed to staff the function, the hospitality rotation shall determine which server(s) are called in for the function. If the server(s) next in line for hospitalities are already scheduled, and management determines that additional a la carte servers are needed, a la carte seniority will determine which server(s) is called in to work. In all cases, overtime is applicable.

(i) In Hospitalities, bartender fees and server fees shall be included on the hospitality bill for purposes of gratuity calculation, whether charged to the guest or waived.

BEVERAGE DEPARTMENT

SECTION 1. SHIFTS

Banquet bartenders working a shift of four (4) hours or less shall be paid in accordance with the wage rates attached hereto.

SECTION 2. BARTENDER STATIONS

Operation of a wine, beer, and non-alcoholic station in the Banquet Department and/or Room Service Department function shall not require a bartender.

SECTION 3. APPRENTICES

Employment of apprentices shall be in accordance with the standards and provisions of the San Francisco Bartenders Joint Apprenticeship Committee. The adoption of an apprenticeship program and/or the employment of any apprentices shall be at the Employer's sole discretion.

SECTION 4. CLEANING

Servers and bartenders working in the View and Atrium Lounges shall not be required to perform deep cleaning but shall be responsible for the up-keep of the work area during their shifts.

SECTION 5. MOVING FURNITURE

Servers, barbacks, and bartenders shall not be responsible for furniture moves normally performed by Convention Services.

STEWARDED DEPARTMENT

SECTION 1. UNIFORMS AND LINEN

(a) The Employer shall furnish, launder and maintain, at no expense to the associate, a uniform which shall consist of an apron, pants and shirt, and a smock for pregnant women.

(b) Gloves of the appropriate kind and water-repellent aprons shall be furnished by the Employer to each associate performing a job classification which requires the wearing of gloves and/or aprons.

SECTION 2. SENIORITY

The departmental seniority of all associates within the entire department shall govern in applying the provisions of Section 5 SENIORITY, anything in said section to the contrary notwithstanding.

SECTION 3. SOAP

The Employer agrees to supply kitchen associates with a brand of soap for dishwashing that is approved by the standard set by the California State Department of Public Health.

SECTION 4. FLOORING

The Employer shall provide and maintain appropriate anti-skid surfaces, including rubber mats, where appropriate in areas where slip hazards exist.

SECTION 5. MULTIPLE DUTIES

Stewards may be assigned to perform multiple duties within the stewarding department. It is understood that when assigning multiple duties to an associate, the Employer shall not require the associate to perform an unreasonable amount of work. No presumption of unreasonable workload may be inferred simply from the assignment of multiple duties to an associate during his shift. The assignment of multiple duties in stewarding shall not be done in a discriminatory or capricious manner.

SECTION 6. SHIFTS

- (a) There shall be no split shifts.
- (b) No associate shall be required to return to work for twelve (12) hours after the expiration of his normal shift, except in cases of changes to normal shift assignments.

SECTION 7. SUPPLIES

Stewards shall be provided with sufficient supplies to perform their duties.

BELL STAND DEPARTMENT

SECTION 1. DEFINITION OF WORK – BELLPERSON

- (a) The primary duty of a bellperson is to assist guests with luggage and check out guests with luggage.
- (b) Bell persons shall receive the following portage gratuities for tours, whether Incentives with Transportation, Foreign Individual Tours, or Incentives without Transportation: \$12.00 per person, in and out combined.

A tour is defined as a pre-arranged movement pursuant to a written agreement sold at least forty-eight (48) hours in advance of the arrival date or time where the provision for baggage or luggage handling is specified in the written agreement.

(c) Except as explained in (e) below, Bell persons shall receive one hundred percent (100%) of the gratuity for tours, FITs, incentives, and deliveries listed above. Managers and supervisors shall not participate in deliveries or tours and shall not be paid any gratuity, portage, or service charge.

(d) When a group arrives by bus at the Hotel that is not a pre-arranged tour as defined herein, a management representative in conjunction with a union designated bellperson, where appropriate, shall ascertain if the guests desire to have their baggage handled in the established manner for tours. If the group desires to be handled in the established manner for tours, the baggage-handling rates provided in paragraph (b) above shall apply for arrival handling only, and departure if the group so desires. If the group does not want to be handled in the established manner for tours, the bellpersons will be notified that the guests will be handled in the same manner as individual check-ins. When a bellperson is required to wait for tour arrivals, such waiting time shall be counted as time worked.

(e) In the event that the Hotel negotiates tour gratuities in excess of those listed in the Agreement, the first one dollar (\$1) increase shall be paid to the bell person. If the Company charges more than one dollar (\$1) in excess of the prescribed rates, then the Employer and the Union shall meet and negotiate what portion of the extra amount shall be paid to the bell person. If no agreement is reached, then the Hotel may not increase the portage rate beyond the one dollar (\$1) referenced above.

(f) The Hotel may only negotiate portage rates below those listed in the Agreement with the approval of the Union.

(g) The parties agree to the following with regard to the Bell Stand:

1. The "front man - last man" system of assigning duties to bell persons shall be in effect.
2. Any "off floor" work, e.g. "prime-time" assignments, shall be compensated at the rate of the regular wage rate, plus ten dollars (\$10) per hour.
3. When a manager or supervisor retrieves a lap top from storage for a guest, any gratuity paid by the guest shall be passed on to the bell person who received the guest request.

(h) The dual classification of Door-Bell shall be eliminated. Incumbents currently occupying these positions shall be required to choose between being a bell person or a door person. In the event that there are additional available shifts at the door and the Company determines said available shifts are to be filled by bell persons, then the door shifts shall be offered in the following order:

1. To fulltime bell persons, according to seniority.
2. To part-time bell persons, according to seniority.
3. To pool status bell persons, according to seniority.

SECTION 2. DELIVERIES/PAYMENTS

(a) There shall be no contracting out of deliveries, except for newspapers.

(b) In the event that the Hotel charges more for deliveries than is listed in the Agreement, one hundred percent (100%) of that service charge shall be paid to the bell persons performing the deliveries, unless otherwise agreed to by the Union.

(c) Room cleaners, in accordance with past practice, shall continue to deliver only the following to the guest rooms:

- Tent cards
- Chocolates for pillows
- Housekeeping items, e.g., soap, sewing kits, towels, pillow cases, etc.
- Letters to guests from management

(d) Bell persons may elect to waive their sixth or seventh day overtime in order to work a delivery, in accordance with their regular rotation. If such overtime is not waived, the delivery shall be assigned to the next bellperson in the rotation who will be offered the delivery under the same terms as stated above.

(e) Bell persons shall be paid as follows for deliveries:

Deliveries outside the room	\$1.50/item
Deliveries inside the room	\$2.50 for the first item, \$1 each additional item if Company gets it
Stickers	\$0.50/sticker
Name look-up	\$0.50/name
Large or intricate items	100% of customer charge
Golf clubs	\$2 in and out combined, for each set of golf clubs, provided the Hotel is able to get such a service charge as part of a tour or incentive
Flowers	\$1 per delivery to person making the delivery (paid at the end of each month)

Any “off floor” work, e.g. “prime-time” assignments shall be compensated at the regular wage rate, plus ten dollars (\$10) per hour.

(f) The parties agree that one (1) item and a Welcome letter may continue to be handled through the Front Desk and will not be considered a delivery to be handled by the Bell Department regardless of the number of guests affected. If there are more than five (5) items (and/or guest rooms) to be delivered, the standard hotel delivery fee will apply and the Bell Department will be responsible for handling the delivery. Four (4) items or less does not constitute a delivery and the standard hotel delivery fee will not apply, guests will have the option of leaving their items for pick up at the Front Desk or the Bell Department may handle the delivery directly.

HOUSEKEEPING DEPARTMENT

SECTION 1. ROOM CLEANERS

- (a) Effective with the signing of this Agreement a room cleaner shall not be required to clean more than 14 rooms during an eight (8) hour shift.
- (b) When a room cleaner asks to be excused from completing a room assigned, the Employer shall fairly and reasonably investigate his or her explanation before denying his or her request. Whenever such a failure is not excused, the room cleaner involved shall be furnished with a statement of the Employer's reasons.
- (c) When a room cleaner is assigned six (6) or more checkouts per day, the daily room assignment shall be reduced by one (1) room or credit; when a room cleaner is assigned nine (9) or more checkouts per day, the daily room assignment shall be reduced by two (2) rooms or credits. When a room cleaner is assigned ten (10) or more check-outs per day, the daily room assignment shall be reduced by three (3) room credits.
- (d) The Employer will not change or move a room cleaner's regularly assigned section to avoid dropping rooms in accordance with this Agreement; nor will the Employer issue "IOUs" in lieu of dropping rooms in accordance with this Agreement.
- (e) The Employer will not switch a room cleaner's regularly scheduled days off to avoid paying overtime.
- (f) Whenever a housekeeper is required to make up any combination of three (3) cots/roll-aways or cribs on a shift, one (1) room shall be credited toward the daily room assignment. In addition, the housekeeper shall be paid one dollar (\$1.00) each for the first, second, fourth, fifth, and seventh, etc., cots/roll-aways or cribs assigned. There shall be no payment for the third or sixth, etc., cots/roll-aways or cribs assigned. In the event that sofa beds are added to the Hotel's rooms, sofa beds shall count as cots for purposes of room drops as provided in this Section.
- (g) Rooms requiring special attention and which will be held to a higher cleaning standard shall be identified by a special code on the room cleaners' assignment sheet. One (1) room shall be dropped for any so designated. A "VIP" room shall not be identified on a room cleaner's daily assignment unless it requires special attention in which case it will be designated a special assignment. Additionally, inspectresses, supervisors and management shall not hold room cleaners to a higher standard of cleaning for rooms not specially designated. If the work is work which can only be completed by a bargaining unit associate other than a room cleaner (e.g., a houseperson), the room cleaner will not be entitled to the one (1) credit deduction.
- (h) Room cleaners shall not have "heavy pickups" added to their daily assignment. For purposes of this section, a "heavy pickup" shall be deemed to be a room requiring a bathroom cleaned or a bed made.

(i) Sufficient linen shall be supplied to the room cleaner on the respective station. Proper equipment and cleaning materials shall be supplied to the room cleaner.

(j) Room cleaners shall not be required to transport bulk linen from the main linen storage room to restock the respective floor stations, nor shall room cleaners be required to leave their floors for linen.

(k) Room cleaners shall not be required to perform work which requires the standing upon chairs, stools, ladders, bathtubs, vanities, or any other items.

(l) When a vacancy in an assigned section occurs, the vacancy shall be filled by the most senior housekeeper who bids for the position.

(m) When a room cleaner has an extremely dirty room, the room cleaner shall immediately notify a designated supervisor and the individual and the Employer shall attempt to reach a mutually acceptable resolution, such as the supplying of additional help, reduction of one room, or other mutually acceptable solution.

(n) Room cleaners shall not be required or expected to perform janitorial or maintenance duties including, but not limited to wall washing, cleaning venetian blinds, hanging curtains or draperies, window cleaning, cleaning public rest rooms, or sweeping outside the Hotel. Window washing and window cleaning as used herein does not include wall wiping, window wiping, or damp dusting venetian blinds. This paragraph shall not apply to housekeepers who are members of Deep Cleaning Teams.

(o) Lobby Cleaners shall receive the same wage rate as room cleaners.

(p) When room cleaners are required to travel to a third floor, there shall be a one (1) room reduction in the daily assignment of rooms. When a room cleaner is required to travel to a fourth floor, there shall be another one (1) room reduction in the daily assignment of rooms. When a room cleaner is required to travel to a fifth floor, there shall be another one (1) room reduction in the daily assignment of rooms.

(q) Section room cleaners who "self-inspect" their own rooms shall receive a bonus of forty-five dollars (\$45.00) per month; p.m. housekeepers will receive a bonus of eleven dollars and twenty-five cents (\$11.25) per month (unless they typically only clean rooms, in which case they will receive the full self-inspection bonus. The full bonus will not apply to turn down associates.)

(r) The Hotel agrees to discuss with the Union, upon request, any concerns about room cleaners' workloads.

(s) MLR: In the 2009-2013 CBA, the hotel increased the MLR rate by 46 cents per hour in addition to the normal increase, in exchange for the performance of the following duties:

- Answering "Lost and Found" phone
- Entering service call requests into "Guestware"
- Tracking inventory of microwaves, refrigerators, rollaways and cribs

(t) Coffee pots will be handled by room cleaners.

PBX DEPARTMENT

SECTION 1. TELEPHONE OPERATORS

(a) The primary duties of telephone operators shall be to answer and direct calls and to take messages.

(b) The parties acknowledge that in consideration of modified duties of PBX employees in recent years, the Union and the hotel negotiated a \$1.00/hour increase in addition to the wage rate increases for non-tipped workers. Accordingly, and consistent with practices and workloads common in PBX departments in other San Francisco Class A hotels, the following duties/responsibilities may be assigned to employees in the PBX department, provided, however, that the following shall not result in an unreasonable workload:

1. Data entry of guest requests, comment cards and guest response forms in "Guestware;"
2. The Virtual Concierge System – receive requests and ensure their execution by coordinating with other hotel departments;
3. Follow up with guest requests, comment cards and conduct further follow-up if needed;
4. Use PMS and MARSHA to assist guests in checking existing reservations and answering other questions (optional).

To the extent that these duties/responsibilities are not commonly performed in San Francisco Class A hotels, the Union may grieve over that particular duty listed above.

(c) The Employer shall train all operators and provide instruction on proper and safe procedures to follow during an emergency.

(d) The Employer shall provide a well-ventilated, safe, and comfortable work area for operators.

SERVICE ASSOCIATES DEPARTMENT

SECTION 1. SERVICE ASSOCIATES

(a) Housepersons are associates who regularly perform cleaning duties in and about the Hotel. Housepersons shall not be required to perform utility or maintenance worker work except to a limited extent in an emergency.

(b) Carpet Care are associates whose regular and primary duties consist of shampooing floors.

(c) Deep Cleaners. A deep cleaner is an associate who is assigned to perform heavy cleaning in the guest rooms of the Hotel. As such, the associates shall move furniture, shampoo and vacuum rugs and carpeting, remove draperies and curtains, scrub tile and perform such other cleaning duties as may be required.

(d) Lobby attendant is an associate who regularly performs cleaning in the Hotel lobbies, halls, escalators, elevators, banquet foyer, Atrium, bathrooms, and, occasionally, outside the Hotel.

IN WITNESS THEREOF the parties hereto affix their signatures in full and complete agreement.

MARRIOTT INTERNATIONAL, INC. UNITE HERE, LOCAL 2

By _____ By _____

APPENDIX "A"

SIDE LETTERS

1. With respect to Section 2, JOB SECURITY, the parties agree that this Addendum is made part of and is incorporated into this CBA, and constitutes a clarification of the intent of the parties as regards the Successorship Addendum to the CBA.
 - (a) Once the purchaser or transferee has signed the CBA with the Union, thus assuming the Agreement, and has hired the workers, neither the former Owner nor the Management Company shall have any further liability under the Successorship Agreement.
 - (b) In Subsection (h) of the Successorship Agreement, where it states “. . . the Owner and/or the Management Company to guarantee . . .”, it means that each is obligated in the extent set forth in Sections (c)(1) and (2) and (d) of that agreement—i.e., the Owner is liable for sale or transfer of the hotel and/or the management agreement and the Management Company is liable if it voluntarily sells or transfers the management agreement.
 - (c) Without the prior written consent of the Owner and/or the Management Company, as the case may be, in each instance, the Union shall not disclose the name of any Transferee (as defined in the “Successorship Addendum to the Collective Bargaining Agreement”) to anyone other than its employees who have a bona fide need to know, unless required to do so by the order of a court of competent jurisdiction.
 - (d) There shall be a 30 day “shape-up” or probationary period commencing from a takeover by a buying employer during which all employees may be evaluated by the buying employer. During this period, the Union will permit the discharge of employees who are not able to “shape-up”. This will not be interpreted to permit the discharge of any employee because of union activities.
2. The following applies to Section 2 (a), JOB SECURITY:
 - (a) Notwithstanding anything in the underlying CBA to the contrary, the parties agree that the provisions of Section 2 (a) apply only to existing and future contracts covering night porters or stewards work, but only to future contracts and subcontracting for all other service providers performing bargaining unit work.
 - (b) The Employer agrees that the Union may file a grievance over a subcontractor's alleged violation of the employer's clearly established past practice. The Union agrees that in responding to such a grievance, the Employer reserves all rights including, but not limited to, whether said past practice rises to the level of a term of the collective bargaining agreement that is properly subject to the grievance and arbitration procedure.
 - (c) Neither party is prejudiced by any of the prior proposals on this issue.

3. In applying Section 4, HIRING, Subsection (b), with respect to Hiring Hall extras, the parties agree that:
 - (a) Employer shall establish a standard for work performance for employees referred by the Hiring Hall. Such standards shall be consistent with the standards applicable to steady banquet servers at the Hotel. Employer will inform the Hiring Hall promptly of employees who do not meet that standard. Such employees will not be referred in the future. However, whenever Employer takes that action, the Union may grieve such a decision within seven (7) business days of receiving such notice from Employer. If the parties are unable to resolve the grievance themselves, the matter shall be submitted to John Kagel pursuant to the Expedited Arbitration provisions of Section 12, Grievance Procedure. Mr. Kagel's decision will be final and binding on all parties. The parties shall meet with Mr. Kagel following ratification to discuss the implementation of this provision.
 - (b) Employer may continue its practice of double or triple coding associates in different departments where the associate desires such double or triple coding, provided that such double or triple coding is consistent with the use of extras as defined in Section 1(e). An associate will accrue seniority only in his or her primary code, however, except in the Banquet Department.
4. In connection with Section 11, CHANGE OF STATUS/IMMIGRATION, Section K shall be applied as follows:

The parties agree and acknowledge that the Employer is not part of a "multi-employer association" as contemplated by 8 CFR 274a.2 (b) (1) (viii) (A) (&) (iii) and an employee of the Employer shall not be considered to be continuing in his or her employment solely because the employee is hired by another company in the same job, location and bargaining unit. In any event, nothing in this paragraph shall require the Employer to provide its Forms I-9 completed on behalf of its employees to a subsequent or continuing employer unless such subsequent or continuing employer assumes any and all liabilities regarding such Forms I-9 and indemnifies and holds harmless the Employer with respect to such liabilities.

5. The parties agree that, following implementation of the pilot project in other hotels, if it is a successful pilot, the Hotel will adopt the following:
6. In interpreting Section 13, DISCIPLINE, the parties agree that the Employer shall satisfy the time limits therein when written notice of an investigatory suspension has been furnished to the affected associate within the time limits of that Section. Such investigations shall be concluded expeditiously and within a reasonable period of time. The Employer shall satisfy the time limits therein for associates working out of the Hiring Hall when written notice is mailed to the Hiring Hall within the time limits of that Section.
7. In interpreting Section 20, NO STRIKES OR LOCKOUTS, subsection (b), the parties agree that recognitional picketing, including picketing in support of a demand for recognition or a card check, shall not be deemed a "bona fide" picket line unless such picketing constitutes a strike in which associates in the proposed unit participate.
8. In interpreting and applying the rules for eligibility for benefits of newly-hired employees, the following examples shall apply:

Associate "A" hired on January 1, 2001, (all dates in 2001), was initially scheduled for and was expected to work a regular shift in excess of twenty (20) hours a week. For reasons which are

irrelevant to the operations of these rules, "A" could not work sufficient shifts to average more than thirteen (13) hours per week for the ninety (90) day period, January 1 through April 1. Nevertheless, "A" qualified for Health and Welfare benefits effective Saturday, April 7, 2001, because when "A" was hired and began working the expectation was that "A" would work in excess of fourteen (14) or more hours per week.

Associate "B", hired the same day as "A", also averaged 13 hours for the same period but did not qualify for benefits because "B" was hired to and started working less than fourteen (14) hours per week. ("B" could have qualified for benefits, however, if "B" averaged fourteen (14) or more hours per week notwithstanding the initial expectation.) Associate "B" began working significant hours after several months. For January through March, however, "B" did not average fourteen (14) hours per week.

By July 1, "B's" hours had increased enough to average in excess of fourteen (14) or more hours per week for the last three (3) months. In fact, "B's" hours in the last quarter were sufficiently high as to average in excess of fourteen (14) hours per week for the entire period January through June 30. Even so, "B" was not yet eligible for Health and Welfare benefits because "B" had to average fourteen (14) or more hours per week in each of two (2) consecutive "rolling" quarters.

By September 30, "B's" hours finally averaged fourteen (14) or more hours per week, computed in each of the immediately preceding two (2) "rolling" quarters, i.e., the April, May and June "rolling" quarter, then the July, August and September "rolling" quarter. "B" first became eligible for benefits on the first Saturday following September 30, which was October 6, 2001.

9. In interpreting and applying the rules for maintaining, losing and re-establishing eligibility for Employer benefits, the following example shall apply:

In the example given above, associate "B" began to work less than fourteen (14) hours per week soon after establishing her eligibility for benefits. By October 31, in fact, her average weekly hours computed over the immediately preceding two (2) "rolling" quarters dipped under the fourteen (14) average-hours-per-week eligibility standard. Nonetheless, "B" was still eligible for benefits at the least through the end of March 2002 since once she established her eligibility for benefits, she would continue to be eligible for two (2) full quarters, as long as she remained an employee of the Company.

As of the end of April, "B's" average weekly hours in each of the immediately preceding two (2) "rolling" quarters was less than fourteen (14) average hours per week. "B" therefore lost eligibility for three (3) months, even if her hours increased enough in that quarter to go back over the fourteen (14) hour standard for the prior three (3) months. Again, once eligibility is lost, an associate cannot re-establish his or her eligibility until a full quarter or three (3) months, elapses. Once that three (3) months elapsed, however, "B" could re-qualify for benefits at the end of any month, (but effective the Saturday following the date of qualification) based on hours worked or paid in the immediately preceding "rolling" quarter, i.e., any three (3) prior months.

10. In interpreting or applying the rule for when contributions to the SF Culinary, Bartenders and Service Employees Health and Welfare, Education, Legal Services and Pension Fund shall be made and eligibility be established, the following example shall apply:

Associate "C" lost his eligibility on Sunday, July 31, 2002 because of her failure to average fourteen (14) or more hours per week for the two (2) "rolling" quarters immediately preceding that

date, i.e., February through April, then May through July 31. (The loss of eligibility actually takes effect as of the following payroll date, Saturday, August 3, 2002.) Accordingly, a contribution was not owed to the SF Culinary Trust Funds on behalf of "C" in the month of August, for any of the benefits provided by those funds for which Marriott associates are eligible.

Associate "C" re-established his eligibility approximately two (2) months later on October 31, 2002, based on average hours worked or compensated over the previous quarter, inclusive of August, September and October. No contribution is owed the Fund until November, based on October's hours or shifts worked.

11. In interpreting Co-payments and Deductibles under Section 21.6 COPAYMENT AND DEDUCTIBLES, the parties agree that if the co-payments, deductibles, premiums or the like are changed for the associates in the next contract between the Union and the San Francisco Multi-Employer Group or, if there is no multi-employer group, a majority of the Class A Union hotels in the City, then the Employer shall be authorized to make the same modifications in co-payments, deductibles, premiums and the like.
12. In interpreting Section 22.9, OTHER BENEFITS, the parties agree that in order to qualify for the Room Discounts, an associate must work at least two (2) days per month, when such work is available. An associate who is on lay-off, leave of absence or paid time off or not offered days of work will not lose the Room Discount.
13. In connection with Section 23, INDUSTRY BANQUET COMMITTEE, the Union agrees that it will assist in arranging the selection of a designee of Employer at the Hotel to participate in the committee referenced in this Section.
14. In interpreting Section 2, WORKDAY, WORKWEEK, the parties agree that with the agreement of the Union, the Employer may institute a ten (10) hour per day, four (4) day workweek schedule during the term of this Agreement on the following terms and conditions:
 - (a) A Letter of Agreement between the Employer and the Union shall be written prior to the implementation of the four (4) day workweek for the purpose of establishing such a workweek, defining the necessary revisions pertaining to overtime, holidays, shift differentials, vacations, etc.
 - (b) The Employer may discontinue the above schedule at any time with no less than thirty (30) days' written notice, or such time as may be required to revert to an eight (8) hour day, forty (40) hour week and that such notice shall abandon all new language and provisions of the Letter of Agreement pertaining to the revised work schedule.
15. Interpreting Section 2, WORKDAY, WORKWEEK, the parties agree that the intent of this Section is that associates be scheduled for two (2) consecutive days off. It is understood, however, that consistent with the terms of this Agreement, the Employer has the right to establish schedules to meet operational needs, including the establishment of schedules with split days off. In order to work as close to a full-time schedule as possible, associates may elect to change their regular days off and work schedules with split days off or two different consecutive days off in the workweek.
16. With respect to Section 3, SHORT SHIFTS, the parties agree that upon the request of either party, the parties will reopen negotiations for the sole purpose of negotiating shift premiums.

17. In applying Section 4, OVERTIME, the parties agree that no overtime shall be worked without advance authorization by Management. When an associate's manager is not available, he shall obtain permission from the Manager on Duty in advance of performing the overtime. In the event no manager is available to approve overtime and such overtime is necessary for the efficient performance of the assigned work, an associate may continue to work beyond the end of his assigned shift without prior authorization, provided that the associate informs Management of the need for overtime as soon as practicable.
 18. In interpreting Section 4, OVERTIME, subsection (f), the parties agree that subsection (f) only applies to overtime required as a result of the assignment of new work. Overtime resulting from the need to complete a task already assigned to an associate during his scheduled shift will be performed by that associate.
 19. (a) In interpreting Section 5, SENIORITY, subsection (a), the parties agree that employment record ties will be broken for department and position/classification/date in position for full-time associates by the following order:
 1. Classification change date
 2. Date in position
 3. San Francisco Marriott start date
 4. Marriott International date of hire
 5. Application date
 6. Recruiter's screener's card date
 7. Manager's screener's card date
 8. Notification of hire letter date
 9. Lottery
- * Missing data will count as least senior.
- * If application date is blank, then Recruiter's card date counts the same as application date.
- * If recruiter's card date is blank then manager's screener's card date will count as one (1) day after recruiter's card date.
- * Associates may provide other information which has a bearing on seniority.
20. In interpreting Section 5.3, REPORTING PAY, the parties agree that whenever the Employer is unable to provide the required notice because of a late cancellation of a function, associates assigned to that function who lose work as a result shall be paid for the hours they would have worked, provided the Employer is entitled to a cancellation fee from the customer.
 21. In interpreting Section 13, VACATION, subsection (a), the parties agree that if an associate is on leave of absence for more than six (6) months, the associate will not accrue any vacation for the period of leave which exceeds six (6) months.
 22. The parties agree that, with regard to Section 9 LEAVE OF ABSENCE, once the industry or citywide committee has rendered its recommendations, the parties will review those recommendations for determination of how or whether they should apply at the San Francisco Marriott Marquis Hotel.

23. With respect to Section 16, GENERAL RULES APPLICABLE TO ALL CRAFTS FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT, the parties agree that associates' normal dependent care contribution payment must be made to 4myHR by the associates.
24. In interpreting Section 25, UNIFORMS AND LINEN, the parties agree that in addition to the uniforms the Employer is currently providing for associates, the Employer will provide the following for Banquet and Room Service associates: the Employer will provide initially and thereafter on an as needed basis (i) three (3) shirts and two (2) pants for fulltime associates; (ii) two (2) shirts and two (2) pants for part-time associates; and (iii) one (1) shirt and one (1) pants for pool associates. The Employer will launder shirts and pants for all Banquet and Room Service associates, except that uniforms provided to pool status associates will not be cleaned or laundered at the Hotel's cost.
25. For purposes of interpreting Section 37, BARGAINING UNIT WORK, it is understood by the parties that performance of bargaining unit work may be incidental to the duties of supervisors and managers. It is the intent of the parties that such work shall not occur in order to reduce the scheduling of bargaining unit associates. Operational practices which guarantee a high level of service to customers may include, but not be exclusively limited to, managers performing bargaining unit work during emergencies, and assisting or relieving during a busy period.

It is not the intent of the parties for management to regularly or normally perform bargaining unit work as a result of short-scheduling, or for management to fill-in when an associate calls in sick. Further, it is understood that associates shall not be required to go home early from their shift in order for management to complete their duties.

26. In interpreting Section 35, UNION BUTTONS, it is understood by the parties that the Union shall neither use obscenities nor defame the Employer on its Union buttons. Further, any button shall not exceed one and one quarter (1 1/4) inches in diameter.
27. Notwithstanding Section 36, WORK ASSIGNMENTS AND WORKLOAD, the parties recognize that associates in certain classifications have performed duties not traditional to their classification. To the extent that such duties have been performed in the past, the Employer may continue to assign those duties to associates on an ongoing basis.
28. In interpreting Food Outlets Departments, Section 1, SCHEDULING OF DAYS OFF AND SHIFTS, the parties agree that for the purpose of Server, Runner, Bartender, Barback, and Food and Beverage Attendant seniority there shall be the following lines of seniority:
 - 1) View Lounge Server, Bartender, Barback, and Food and Beverage Attendant
 - 2) Bin Server, Bartender, Barback, and Food and Beverage Attendant*
 - 3) Banquet Server, Banquet Bartender, and Banquet Barback

* This position covers both the View and Bin55.

Schedule bidding in these classifications shall occur in accordance with seniority within the classification.

29. In interpreting Food Outlet Department, Section 3, GRATUITIES, the parties agree that with respect to the sixteen percent (16%) service charge to be charged in food and beverage outlets on parties of six (6) or more, it is understood by the parties that when a customer refuses to pay the

mandatory sixteen percent (16%) gratuity due to poor service, the Employer should not be responsible or required to pay such gratuity to the server. MOVE TO PAGE 71 LETTER f

30. In applying Housekeeping Department, Section 1(l), Room Cleaners, the parties agree that room cleaners bidding for vacant sections may only bid for sections with suite credits exceeding fifty percent (50%) and sections on concierge floors if they have had no written warnings during the preceding twelve (12) months.
31. In applying Housekeeping Department, Section 1(p), Room Cleaners, the parties agree that this provision shall not apply to "Bought Rooms" or to rooms assigned on additional floors because of a DND, provided such additional assignment is made no later than two (2) hours prior to the end of the shift.
32. With respect to Housekeeping Department, Section 1(q), Room Cleaners, the parties agree that housekeepers will earn the forty-five dollar (\$45) self-inspection bonus if they work ten (10) shifts in the month and clean at least nine (9) rooms/credits per work day.
33. In assigning "bought rooms" to room cleaners, the parties agree to the following:
 - (a) Prior to the beginning of the shift, whenever the Employer has knowledge that the scheduled staffing is inadequate to service the volume of rooms available, the Employer shall make calls to offer work to unscheduled housekeepers, provided that such assignments shall not result in overtime liability. Bought rooms shall be assigned by seniority on a rotational basis to those room cleaners who have signed up for such work. The assignment rotation and housekeeper signup shall occur on a weekly basis. When there are insufficient volunteers to perform the work in an efficient manner within the period of the shift, the Hotel may assign the remaining rooms by inverse seniority and pay overtime to those room cleaners assigned to clean the extra rooms. The rate of pay for a voluntarily "bought room" shall be 1.35 times a half hour at the regular hourly rate. The assignment of bought rooms shall not be utilized as a device to reduce normal staffing consistent with existing occupancy and any applicable workload provision of this Agreement. Nor shall the assignment of bought rooms result in the overall reduction of bargaining unit positions in the Housekeeping Department.
 - (b) When, during the course of the day, after assignments are made, a room is dropped as a result of this Agreement, that room shall be offered as a "bought room" to the room cleaner cleaning that section. If it is declined by the room cleaner, then the room shall be offered as described above.
 - (c) The decision whether to offer bought rooms or to "carry over" some or all of such rooms shall be within the sole discretion of the Hotel.
 - (d) Management shall not offer "bought rooms" to room cleaners who inform management, in writing, that they do not want to clean additional room as allowed in this CBA. When "bought room" are offered to room cleaners in accordance with the terms of the Agreement, not more than one (1) additional room shall be listed as a "bought room" on the room cleaner's daily assignment sheet at the time rooms are initially assigned. In the event that the room cleaner elects to "buy" additional rooms, then she shall notify management at any point during the day and the additional room(s) shall be offered to the room cleaner in accordance with the terms of the CBA.
34. For the purposes of schedule bidding for room cleaners, there shall be two lines of seniority: one line for the day shift and one line for the p.m. shift.

35. For purposes of the Employer's payroll system only, associates may continue to be coded pool or part-time in order to distinguish medical benefits eligibility.
36. The parties agree that the hotel may offer Health Club memberships for bargaining unit members effective April 15, 2016. The parties agree that all existing members will maintain their current membership status that allows access to the guest locker rooms at their current monthly membership rate.

Health club members signed up on or after April 15, 2016, are not eligible to use the guest locker rooms. Use of the associate locker room area on the B3 level is available for associate use. Effective April 15, 2016, all current health club members and new members signed up on or after April 15, 2016, shall not be permitted to use the facilities between 5 AM and 8 AM daily.

37. The parties agree that nothing in the new Subcontracting/Vacation, PTO, language shall be read to create classification seniority which extends beyond an individual food and beverage outlet.
38. (a) Employees granted release time shall include employees to be paid on their day off or on lay off; employees on vacation shall receive an additional day of vacation pay (their vacation will not be extended), provided release time will not be counted as hours or days worked for overtime purposes.

(b) The number of Local 2 bargaining unit employees shall be determined on the date of ratification.

(c) In the event that no more than ten percent (10%) of a department is released, a fraction of a person above one-half will count as a whole person.
39. Upon request, up to two (2) times per year, the Hotel shall meet with the Union to discuss outsourced food products to evaluate the best practices taking into consideration guest satisfaction, employee satisfaction, purchasing economics of scale, sanitation, workload and other relevant information to better evaluate the best practice. The Hotel and Union will cooperate with each other in the exchange of relevant information to better evaluate the best practice. In the event that there is a dispute regarding what information is to be provided, the parties shall, without the necessity of a formal grievance being filed, agree upon an arbitrator who shall decide what information has to be provided. The Arbitrator shall make such a decision on an expedited basis, i.e. within five (5) calendar days, without a formal hearing.

40. Proxy Forms

- (a) The Parties met and discussed "Proxy Forms." Proxy forms are broken down into two (2) separate forms: one form for associates who have worked less than 40 hours per week and who are available to work on one or both days off and would waive overtime on a sixth (6th) consecutive day of work and the other form for workers who have received 40 hours of work and who are available to work on one or both of their days off. Copies of these forms are attached as Appendix G.
- (b) The hotel and the Union jointly developed an education program so that employees are fully informed of the purpose and use of each of the forms.
- (c) Employees may elect to fill out and submit the forms on a weekly, monthly, or longer basis.

41. (a) Food and Beverage Success Committees: In furtherance of the Union's and the Hotel's commitment to the success of food and beverage operations and food and beverage employees at the property, the parties shall take a cooperative, interest-based approach to food and beverage issues, and shall establish a joint Food & Beverage Success Committee. Each such committee shall be led, for the Union, by the Union President or Secretary Treasurer and/or his delegates and appointees, and, for the Employer, by MII's Senior Vice President and Deputy General Counsel and/or her delegates and appointees. Each such committee shall be formed following execution of this Agreement, and shall commence their work promptly thereafter. Any subsequent written agreements relating to food and beverage operations shall not be deemed to conflict with this Agreement. Unless otherwise mutually agreed to in writing by the parties, completion and execution of a new CBA shall not be delayed by the existence or operation of a Food and Beverage Success Committee.
- (b) Upon request by either party, the parties shall engage in discussions about issues other than food and beverage. Such discussions shall take place upon request, for example, but without limitation, regarding housekeeping, job classifications, job security, efficiency, productivity, growth, or other issues. Completion and execution of the CBA shall not be delayed or excused by a request for or the pendency of these discussions, and, notwithstanding the execution of the CBA, the restrictions of Section A.4 shall apply at all times to the parties during such discussions and during food and beverage discussions. If such discussions result in any agreement(s) to amend the CBA, then such amendment(s) shall be made to the CBA, but only by mutual agreement of the parties. In the absence of such mutual agreement, the CBA shall continue without modification.
- (c) Upon mutual agreement of the Union and the Hotel, discussions pursuant to Sections a and b may take place at the corporate and International union level, if the International Union is authorized to do so for the union, and if Marriott is authorized to do so for the Hotel.
42. Shift Release: The parties agree that in the Food and Beverage Outlets and PBX departments only (The Market, View Lounge, Bin 55, and PBX) associates may practice "shift release" meaning that they may give up a shift they are scheduled for to another associate that is willing to work that shift with the following provisions:
1. All schedule bids will remain 40 hour work weeks. Associates that chose to give up a shift on a regular basis shall not have the right to request a schedule bid that designates fewer than 40 hours in a work week.
 2. It is strictly the associate's responsibility to find a replacement for the shift they would like to release. Managers will not make attempts to find replacement workers or adjust the schedule to accommodate a shift release request. If associates in a department or classification choose not to provide their contact information to others so that they may be contacted and offered a shift that a fellow associate wants to release then they have no recourse per the grievance procedure to a missed shift. Associates may not selectively provide their contact information to specific associates. Contact information will be made available to all associates in the department.
 3. Shifts may not be given up to Union Extras.
 4. The grievance procedure will not apply to errors made by associates.

5. For all other hotel departments shifts may not be given away and associates must use a paid time off benefit to release a shift they are scheduled to work. One for one trading of shifts is allowed except in the Housekeeping Department.
43. PTO/Holidays to be granted by Seniority: Chinese New Year, Superbowl Sunday, Easter Sunday, Cinco De Mayo, Mother's Day, Memorial Day, President's Day SF Pride Day, Christmas Eve, New Year's Eve. By Union designation other days may be added.

APPENDIX "B"

WAGE RATES

The job classifications covered by this Agreement and applicable wage rates are:

NT - 30¢		NT - 10¢		NT - 45¢		NT - 70¢		NT-\$1.00		NT -85¢	
T - 15¢		T - 5¢		T - 23¢		T - 35¢		T- .50¢		T - 43¢	
8/15/2013		2/15/2014		8/16/2014		8/14/2015		8/14/2016		8/14/2017	
Hire Rate	1 Year Rate	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate

Department/Position

Department/Position	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate
LAUNDRY												
Attendant	19.64	20.39	19.74	20.49	20.19	20.94	20.89	21.64	21.89	22.64	22.74	23.49
MISSION ST PANTRY												
Attendant Barista	20.70	21.45	20.80	21.55	21.25	22.00	21.95	22.70	22.95	23.70	23.80	24.55
WARDROBE												

	NT - 30¢		NT - 10¢		NT - 45¢		NT - 70¢		NT-\$1.00		NT -85¢	
	T - 15¢		T - 5¢		T - 23¢		T - 35¢		T- .50¢		T - 43¢	
	8/15/2013		2/15/2014		8/16/2014		8/14/2015		8/14/2016		8/14/2017	
	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate
Attendant	19.64	20.39	19.74	20.49	20.19	20.94	20.89	21.64	21.89	22.64	22.74	23.49
MAIN KITCHEN												
Baker	24.02	24.77	24.12	24.87	24.57	25.32	25.27	26.02	26.27	27.02	27.12	27.87
Lead Baker	24.35	25.10	24.45	25.20	24.90	25.65	25.60	26.35	26.60	27.35	27.45	28.20
Cook	24.35	25.10	24.45	25.20	24.90	25.65	25.60	26.35	26.60	27.35	27.45	28.20
Cook (Dadnia/Hernandez/NG/Toy) per CBA							26.10	26.85	27.10	27.85	27.95	28.70
Station Attendant 1	21.82	22.57	21.92	22.67	22.37	23.12	23.07	23.82	24.07	24.82	24.92	25.67
Omelet Position	23.42	24.17	23.52	24.27	23.97	24.72	24.67	25.42	25.67	26.42	26.52	27.27
STEWARDING												
Steward	19.55	20.30	19.65	20.40	20.10	20.85	20.80	21.55	21.80	22.55	22.65	23.40
Lead Steward	20.16	20.91	20.26	21.01	20.71	21.46	21.41	22.16	22.41	23.16	23.26	24.01
3rd Shift Steward	20.32	21.07	20.42	21.17	20.87	21.62	21.57	22.32	22.57	23.32	23.42	24.17
3rd Shift Lead Steward	20.82	21.57	20.92	21.67	21.37	22.12	22.07	22.82	23.07	23.82	23.92	24.67
FOOD & BEVERAGE ADMINISTRATION												
Stock Clerk (Storeroom)	20.02	20.77	20.12	20.87	20.57	21.32	21.27	22.02	22.27	23.02	23.12	23.87
BIN 55												
Host/Hostess/Cashier	20.87	21.62	20.97	21.72	21.42	22.17	22.12	22.87	23.12	23.87	23.97	24.72
Server AM – Self Cashier	11.47	11.47	11.52	11.52	11.75	11.75	12.25	12.25	13.00	13.00	14.00	14.00
Bar Attendant	18.36	19.11	18.46	19.21	18.91	19.66	19.61	20.36	20.61	21.36	21.46	22.21
Cocktail Server - Self Cashier	11.47	11.47	11.52	11.52	11.75	11.75	12.25	12.25	13.00	13.00	14.00	14.00
Front Bartender	19.50	20.25	19.55	20.30	19.78	20.53	20.13	20.88	20.63	21.38	21.06	21.81
Attendant Food & Beverage *	17.20	17.70	17.30	17.80	17.75	18.25	18.45	18.95	19.45	19.95	20.30	20.80
EVENT SERVICES (CONVENTION FLOOR)												
Banquet Housekeeping Aide	19.89	20.64	19.99	20.74	20.44	21.19	21.14	21.89	22.14	22.89	22.99	23.74
Lead Banquet Hskp Aide	21.11	21.86	21.21	21.96	21.66	22.41	22.36	23.11	23.36	24.11	24.21	24.96
3rd Shift Bqt Hskp Aide	20.39	21.14	20.49	21.24	20.94	21.69	21.64	22.39	22.64	23.39	23.49	24.24
3rd Shift Lead BQT HSK Aide	21.46	22.21	21.56	22.31	22.01	22.76	22.71	23.46	23.71	24.46	24.56	25.31
Banquet Linen	19.89	20.64	19.99	20.74	20.44	21.19	21.14	21.89	22.14	22.89	22.99	23.74

* Handles both Bin and the View.

**When this position is used, the associate will receive an extra \$50 per shift or function.

	NT - 30¢		NT - 10¢		NT - 45¢		NT - 70¢		NT-\$1.00		NT -85¢	
	T - 15¢		T - 5¢		T - 23¢		T - 35¢		T - .50¢		T - 43¢	
	8/15/2013		2/15/2014		8/16/2014		8/14/2015		8/14/2016		8/14/2017	
	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate
BANQUET SERVICE												
Back Aisle Attendant	11.65	12.15	11.70	12.20	11.93	12.43	12.28	12.78	13.00	13.28	14.00	14.00
Bar Attendant (Bar Back)	16.16	16.66	16.21	16.71	16.44	16.94	16.79	17.29	17.29	17.79	17.72	18.22
Bartender	22.42	23.17	22.47	23.22	22.70	23.45	23.05	23.80	23.55	24.30	23.98	24.73
Coffee Break Attendant	11.65	12.15	11.70	12.20	11.93	12.43	12.28	12.78	13.00	13.28	14.00	14.00
Server	11.65	12.15	11.70	12.20	11.93	12.43	12.28	12.78	13.00	13.28	14.00	14.00
Lead Server**	11.65	12.15	11.70	12.20	11.93	12.43	12.28	12.78	13.00	13.28	14.00	14.00
BANQUET KITCHEN												
Cook	24.35	25.10	24.45	25.20	24.90	25.65	25.60	26.35	26.60	27.35	27.45	28.20
Lead Cook	24.85	25.60	24.95	25.70	25.40	26.15	26.10	26.85	27.10	27.85	27.95	28.70
Station Attendant	21.82	22.57	21.92	22.67	22.37	23.12	23.07	23.82	24.07	24.82	24.92	25.67
Lead Station Attendant	22.81	23.56	22.91	23.66	23.36	24.11	24.06	24.81	25.06	25.81	25.91	26.66
VIEW LOUNGE												
Cocktail Server Self Cashier	11.47	11.47	11.52	11.52	11.75	11.75	12.25	12.25	13.00	13.00	14.00	14.00
Bar Attendant	18.36	19.11	18.46	19.21	18.91	19.66	19.61	20.36	20.61	21.36	21.46	22.21
Front Bartender	19.50	20.25	19.55	20.30	19.78	20.53	20.13	20.88	20.63	21.38	21.06	21.81
Attendant Food & Beverage*	17.20	17.70	17.30	17.80	17.75	18.25	18.45	18.95	19.45	19.95	20.30	20.80
HOUSEKEEPING												
Housekeeper	19.64	20.39	19.74	20.49	20.19	20.94	20.89	21.64	21.89	22.64	22.74	23.49
3rd Shift Housekeeper	20.32	21.07	20.42	21.17	20.87	21.62	21.57	22.32	22.57	22.32	23.42	24.17
Housekeeping Aide	19.64	20.39	19.74	20.49	20.19	20.94	20.89	21.64	21.89	22.64	22.74	23.49
Lobby Housekeeper	19.64	20.39	19.74	20.49	20.19	20.94	20.89	21.64	21.89	22.64	22.74	23.49
Turndown	19.64	20.39	19.74	20.49	20.19	20.94	20.89	21.64	21.89	22.64	22.74	23.49
Marble	20.99	21.74	21.09	21.84	21.54	22.29	22.24	22.99	23.24	23.99	24.09	24.84
MRT (Make Ready Room Team)	19.65	20.39	19.75	20.49	20.20	20.94	20.90	21.64	21.90	22.64	22.74	23.49
Main Linen Room Attendant (MLR)	20.10	20.85	20.20	20.95	20.65	21.40	21.35	22.10	22.35	23.10	23.20	23.95
Floor Care Attendant	19.64	20.39	19.74	20.49	20.19	20.94	20.89	21.64	21.89	22.64	22.74	23.49
3rd Shift Floor Care Attendant	20.32	21.07	20.42	21.17	20.87	21.62	21.57	22.32	22.57	23.32	23.42	24.17
3rd Shift Housekeeper Public Area Pm	20.32	21.07	20.42	21.17	20.87	21.62	21.57	22.32	22.57	23.32	23.42	24.17
Housekeeper Public Area	19.64	20.39	19.74	20.49	20.19	20.94	20.89	21.64	21.89	22.64	22.74	23.49
BELLSTAND												

	NT - 30¢		NT - 10¢		NT - 45¢		NT - 70¢		NT-\$1.00		NT -85¢	
	T - 15¢		T - 5¢		T - 23¢		T - 35¢		T- .50¢		T - 43¢	
	8/15/2013		2/15/2014		8/16/2014		8/14/2015		8/14/2016		8/14/2017	
	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate	Hire Rate	1 Year Rate
Guest Service Aide (GSA)	12.47	12.75	12.52	12.80	12.75	13.03	13.10	13.38	13.60	13.88	14.03	14.31
3rd Shift Guest Svc Aide (GSA)	16.35	16.85	16.40	16.90	16.63	17.13	16.98	17.48	17.48	17.98	17.91	18.41
COMMUNICATIONS												
Operator	20.52	21.27	20.62	21.37	21.07	21.82	21.77	22.52	22.77	23.52	23.62	24.37
3rd Shift Operator	20.86	21.61	20.96	21.71	21.41	22.16	22.11	22.86	23.11	23.86	23.96	24.71
BISTRO 3												
Station attendant 1	21.82	22.57	21.92	22.67	22.37	23.12	23.07	23.82	24.07	24.82	24.92	25.67
Steward	19.55	20.30	19.65	20.40	20.10	20.85	20.80	21.55	21.80	22.55	22.65	23.40
3rd shift steward	20.32	21.07	20.42	21.17	20.87	21.62	21.57	22.32	22.57	23.32	23.42	24.17
3rd shift station attendant	22.32	23.07	22.42	23.17	22.87	23.62	23.57	24.32	24.57	25.32	25.42	26.17
KITCHEN & STEWARDING UNION HALL EXTRAS ONLY												
Cook – Extra		25.10		25.20		25.65		26.35		27.35		28.20
Steward - Extra		20.30		20.40		20.85		21.55		22.55		23.40
3rd Shift Steward - Extra		21.07		21.17		21.62		22.32		23.32		24.17
Station Attendant - BQT Kitchen		23.07		22.67		23.12		23.82		24.82		25.67
Cook - BQT Kitchen		25.10		25.20		25.65		26.35		27.35		28.20
WK EVENT SERVICES UNION HALL EXTRAS ONLY												
Banquet Housekeeping Aide – Extra		20.64		20.74		21.19		21.89		22.89	N/A	23.74
BANQUET UNION HALL EXTRAS ONLY												
Bartender – Extra		23.17		23.22		23.45		23.80		24.30	N/A	24.73
Banquet Server - Extra		11.65		11.70		11.93		12.28		13.00	N/A	14.00

A. Banquet Housepersons receive a quarterly bonus of \$200. In addition to the existing quarterly bonus, convention services employees shall receive 15% of any service charge charged to guests for use and rental of the room, in exchange for refreshing conference rooms and continuing to pick up accumulated items in the rooms, consistent with existing practice.

2000 - 2003 Differential - New Year's Eve differential for banquet bartenders, banquet housepersons, banquet buspersons and banquet food servers shall be increased to \$20.00/shift, unless the differential is higher for a given classification in a hotel, in which case the employee receives the higher of the two. Banquet housepersons receive this differential if they work a majority of their shift between 4:00 p.m. and 4:00 a.m.

2013-2018 MOU

A. The amount of wage increases for tipped employees shall be determined based on the annual wage increase for non-tipped employees. Eighty percent (80%) of total bargaining unit hours are presumed to be worked by non-tipped employees and twenty percent (20%) by tipped employees. Tipped employees shall receive fifty percent (50%) of the wage increases received by non-tipped employees. The overall wage increase allocated by the Union shall be distributed to non-tipped and tipped employees in proportion to the 80%–20% presumed hours, by dividing the amount of the overall wage increase by 0.9 to determine the non-tipped wage increase and dividing the resulting amount by 2 to determine the tipped wage increase.

B. The Union shall advise the Employer of each allocation at least thirty (30) days prior to the effective date of the allocation, provided that if the Union’s notice to the Employer is less than thirty (30) days, the Employer will not be excused from paying the increases as allocated by the Union unless there is actual prejudice to the Employer by the delay and then the Employer may be excused only for a period of time equal to the length of the Union’s delay in giving notice.

C. Each annual total economic package increase to be committed by the Employer as set forth herein is an absolute maximum. Notwithstanding any change in applicable law or in conditions or circumstances, whether contemplated by the parties or not (including but not limited to changes in circumstances relating to the implementation of or modifications to applicable laws regulating health care or benefit fund funding requirements), the amount of the annual total economic package increase shall not exceed the amounts set forth below.

D. In no event shall any provision in the CBA, or any memorandum agreement, side letter, or any other such agreement (including but not limited to any provision in any such agreement purporting to guarantee or ensure minimum or specified health and welfare or pension contributions or benefits or minimum reserve levels) result in an annual total economic package increase in excess of the amounts set forth below. Any and all such provisions shall be modified to ensure that the Employer receives the full benefit of this subsection.

E. The total economic package increase shall not be increased by any actions of the plans. Each annual allocation shall be subject to any required approvals of applicable Health and Welfare, Pension, or other benefit fund(s). In all circumstances in which a Benefit Fund requires contributions greater than those allocated by the Union (whether by operation of a Rehabilitation Plan, by law or otherwise), the additional required contribution shall be diverted from the wages of employees on whose behalf contributions to the funds are made or, to the extent permitted by law and by the applicable trust funds, from other Benefit Funds to which the Employer contributes pursuant to the CBA.

The Employer and the Union agree to the following total economic package increases:

8/15/13	2/15/14	8/15/14	8/15/15	8/15/16	8/15/17	Cumulative
\$0.63	\$0.63	\$1.32	\$1.39	\$1.41	\$1.54	\$6.92

The Union shall allocate each of the above package increases to hourly wage rate increases and benefit fund contribution increases in its sole discretion, but may not allocate to any fund to which the Employer has not agreed to contribute.

APPENDIX "C"

**UNITE HERE LOCAL 2
PAYROLL CHECK-OFF AUTHORIZATION**

DATE:

I, the undersigned, a member of _____, hereby request and voluntarily authorize the Employer to deduct from any wages or compensation due me, the regular monthly Union dues, initiation fee and/or assessments uniformly applicable to the members in accordance with the Constitution and By-Laws of the Union.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice to both the Employer and the Union by registered mail during a period of fifteen (15) days immediately succeeding any yearly period subsequent to the date of this authorization or subsequent to the date of termination, of the applicable contract between the Employer and the Union, whichever occurs sooner, and shall be automatically renewed as an irrevocable check-off from year to year unless revoked as herein provided.

Signed:

Social Security Number:

APPENDIX "D"

MEMORANDUM OF UNDERSTANDING RELIEF POSITIONS

This Memorandum of Understanding between Unite Here Local 2 and Employer is intended to establish procedures for "*Relief*" positions in the Hotel. Nothing contained herein alters the terms and conditions in the Collective Bargaining Agreement between the parties.

The intent is that "*Relief*" positions are temporary and should not be used to replace or supplant a regular associate.

When there is a need to fill a shift but "regular" staff is not available, then management shall fill the shift according to the following procedure:

1. Such shifts shall first be offered to "double coded" individuals in the specific classification according to Hotel Seniority. Such individuals would be utilized through a continuous rotation.
2. Initial placement of individuals in "*Double Coded*" positions will be based on Hotel Seniority.
3. Such individuals shall not accumulate seniority in "*Double Coded*" positions.
4. "*Double Coded*" positions shall be scheduled by continuous rotation from week to week based on initial placement on the Double Code list.
5. "*Double Coded*" positions are considered workshare (shift by shift) and scheduled on a continuous rotation.
6. If no "double coded" individuals are available to work the shift, then the shift shall be offered to associates in "*Relief*" positions according to the following:
 - a) "*Relief*" positions are to be posted in Human Resources.
 - b) "*Relief*" positions are to be filled and paid in accordance with the C.B.A.
 - c) Bargaining Unit Associates can apply for as many Relief Positions as they want, but can only be selected for one "*Relief*" position.
 - d) Initial placement of individuals in "*Relief*" positions will be based on Hotel Seniority.
 - e) Such individuals shall not accumulate seniority in "*Relief*" positions.
 - f) "*Relief*" positions shall be scheduled by continuous rotation from week to week based on initial placement on the Relief list.
 - g) "*Relief*" positions are considered Workshare (shift by shift) and scheduled on a continuous rotation.

- h) If work is available, those associates in “*Relief*” positions must be scheduled for all available hours in their Primary Classification before being scheduled as a “*Relief*” (except in the case of initial training for the position).
 - i) When associates in “*Relief*” positions receive a full complement of hours in their Primary Classification, they will be skipped in the Relief rotation. Associates will not be offered work as a relief if it will result in overtime.
7. “Double coded” individuals and associates in “*Relief*” positions shall be paid according to the terms stipulated in Section 26 COMBINATION WORK/TEMPORARY ASSIGNMENTS of the CBA.
 8. Relief Positions will not exist for Banquet Servers and Banquet Bartenders.
 9. See scheduling criteria for “*Relief*” qualifications for all Kitchen positions.
 10. Associates in “*Relief*” positions must work at least once in a 6 month period. If they fail to work as a “*Relief*” at least once in a 6 month period, they will have their name removed from the “*Relief*” list for that classification. To be considered for a “*Relief*” position in the future, they will have to re-post when a position is available.
 11. If an associate does not want to continue to work in a “*Relief*” position, they need to request in writing to the Department Manager in the “*Relief*” department to be taken off the list.
 12. The same discipline and attendance policy will apply for “*Relief*” positions.
 13. Associates are eligible to bid for a posted position if they meet the following criteria:
 1. No Disciplinary Suspension in the last 6 months.
 2. Have submitted a written job bid by the close of the posting period.
 14. Hiring of associates in “*Relief*” positions will be based upon the associate’s qualifications to perform the particular job as defined in Section 6 POSTING AND PROMOTIONS section of the CBA.

APPENDIX "E"

**Contributions to Health and Welfare,
Pension, Legal and Education Trust Funds**

As of 2/1/13*		Change
Monthly contributions:		
Pension	\$278.33	\$0.00
Ed***	\$0.50	\$0.00
Per hour contributions**:		
DayCare	\$0.24	\$0.00
Legal	\$0.15	\$0.00
Ed	\$0.02	\$0.00
Total per Hour:	\$0.41	\$0.00
<hr/>		
As of 9/1/13*		Change
Monthly contributions:		
Pension	\$289.88	\$11.55
Ed***	\$0.50	\$0.00
Per hour contributions**:		
DayCare	\$0.24	\$0.00
Legal	\$0.15	\$0.00
Ed	\$0.02	\$0.00
Total per Hour:	\$0.41	\$0.00
<hr/>		
As of 3/1/14*		Change
Monthly contributions:		
Pension	\$301.43	\$11.55
Ed***	\$0.50	\$0.00
Per hour contributions**:		
DayCare	\$0.24	\$0.00
Legal	\$0.15	\$0.00
Ed	\$0.02	\$0.00
Total per Hour:	\$0.41	\$0.00
<hr/>		
As of 9/1/14*		Change
Monthly contributions:		
Pension	\$332.23	\$30.80
Ed***	\$0.50	\$0.00
Per hour contributions**:		
DayCare	\$0.24	\$0.00
Legal	\$0.15	\$0.00
Ed	\$0.02	\$0.00

Total per Hour:	\$0.41	\$0.00
-----------------	--------	--------

As of 9/1/15*		Change
----------------------	--	--------

Monthly contributions:		
Pension	\$393.83	\$61.60
Ed***	\$0.50	\$0.00

Per hour contributions**:		
DayCare	\$0.24	\$0.00
Legal	\$0.15	\$0.00
Ed	\$0.02	\$0.00
Total per Hour:	\$0.41	\$0.00

As of 9/1/16*		Change
----------------------	--	--------

Monthly contributions:		
Pension	\$TBD	\$TBD
Ed***	\$0.50	\$0.00

Per hour contributions**:		
DayCare	\$0.24	\$0.00
Legal	\$0.15	\$0.00
Ed	\$0.02	\$0.00
Total per Hour:	\$0.41	\$0.00

As of 9/1/17*		Change
----------------------	--	--------

Monthly contributions:		
Pension	\$TBD	\$TBD
Ed***	\$0.50	\$0.00

Per hour contributions**:		
DayCare	\$0.24	\$0.00
Legal	\$0.15	\$0.00
Ed	\$0.02	\$0.00
Total per Hour:	\$0.41	\$0.00

* Contributions begin in the month noted based on shift/hours worked or compensated in the previous month.

** Per hour contributions are made on all hours worked or compensated for all employees and are in addition to the "Total per Eligible" amount referenced above contributed on a monthly basis for all eligible employees.

*** In addition to the per eligible employee per month contribution to the Ed Fund (\$0.50), there is also a contribution for all hours worked or compensated for all employees (\$0.02).

Additional Items:

1 "By mutual agreement of the parties to this Agreement and effective at any time during the term of the agreement, contributions to the Education Trust Fund may be re-allocated in whole or part, to the Child/Elder Care benefits program of the Health and Welfare Trust, for any purpose, i.e., to maintain or improve the benefits of that program."

2 The Union shall have the sole discretion to re-allocate continuing contributions, in whole or in part, from the following funds and programs to any other of said funds or programs: Child Care / Elder Care Fund and the Legal Services Fund.

APPENDIX "F"

PROXY FORMS

More Than 40 Hours - OT

Print This Form on YELLOW Paper

My Availability to Work on my Regularly Scheduled Days Off

When I am scheduled More than 40 Hours & Overtime is Available

Name: _____

Department: _____

Dates This Form is Valid For: _____

Effective Date (MM/DY/YR)

End Date (MM/DY/YR)

If additional shifts are available and it would require me to work overtime I will work my regularly scheduled day(s) off:

_____ Both of my regular days off

_____ Only 1 of my regular days off
(Please indicate below which day you are available)

_____ None of my regular days off

Please circle below the regularly scheduled day (s) off that you are available.

Sat	Sun	Mon	Tues	Wed	Thur	Fri
-----	-----	-----	------	-----	------	-----

Please indicate below any dates that you are **NOT** available to work on your regular scheduled day off.

	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Date							
Date							
Date							

I understand that based on business needs I may be assigned to work overtime by inverse seniority on my regular scheduled day off.

Associate's Signature: _____ Date: _____

Manager's Signature: _____ Date: _____

My Availability to Work on my Regularly Scheduled Days Off

When I am scheduled Less than 40 hours

Name: _____

Department: _____

Dates This Form is Valid For: _____

Effective Date (MM/DY/YR)

End Date (MM/DY/YR)

If additional shifts are available I want to work my regularly scheduled day off and waive my 6th Consecutive Day Overtime.

I know I will not be paid for 6th consecutive day overtime:

_____ Both of my regular days off

_____ Only 1 of my regular days off
(Please indicate below which day you are available)

_____ None of my regular days off

Please circle below the regularly scheduled day (s) off that you are available.

Sat	Sun	Mon	Tues	Wed	Thur	Fri
-----	-----	-----	------	-----	------	-----

Please indicate below any dates that you are **NOT** available to work on your regular scheduled day off.

	Sat	Sun	Mon	Tues	Wed	Thur	Fri
Date							
Date							
Date							

I understand that based on business needs I may be assigned to work by inverse seniority on my regular scheduled day off.

Associate's Signature: _____ Date: _____

Manager's Signature: _____ Date: _____

**Mi disponibilidad para trabajar
en mis días libres regulares**

Cuando mi cronograma de trabajo es menor a 40 horas

Nombre: _____

Departamento: _____

Validez de este documento: _____

Fecha de vigencia (MM/DD/AA) Fecha de término (MM/DD/AA)

Si hay turnos adicionales disponibles quiero trabajar en los días libres de mi cronograma de trabajo regular y renunciar a mi 6^{to} día consecutivo de horas extraordinarias.

Estoy en conocimiento de que no recibiré remuneración por el 6^{to} día consecutivo de horas extraordinarias:

_____ Ambos días libres

_____ Sólo 1 día de mis días libres
(Por favor indique abajo sus días disponibles)

_____ Ninguno de mis días libres

Por favor encierre en un círculo los días libres en que está disponible.

Sáb	Dom	Lun	Mar	Miér	Jue	Vier
-----	-----	-----	-----	------	-----	------

Por favor indique las fechas en que usted **NO** se encuentra disponible para trabajar en los días libres de su cronograma de trabajo regular.

	Sáb	Dom	Lun	Mar	Miér	Jue	Vier
Fecha							
Fecha							
Fecha							

~~~~~  
Comprendo que según las necesidades de la empresa puedo ser asignado para trabajar por antigüedad inversa en los días libres de mi cronograma de trabajo regular.

Firma del trabajador: \_\_\_\_\_ Fecha: \_\_\_\_\_

Firma del Gerente: \_\_\_\_\_ Fecha: \_\_\_\_\_

**Menos de 40 horas - HE**

Imprimir este formulario en papel AMARILLO

**Mi disponibilidad para trabajar**

en mis días libres regulares

Cuando mi cronograma de trabajo es menor a 40 horas y hay horas extra disponibles

Nombre: \_\_\_\_\_

Departamento: \_\_\_\_\_

Validez de este documento: \_\_\_\_\_

Fecha de vigencia (MM/DD/AA) Fecha de término (MM/DD/AA)

Si hay turnos adicionales disponibles y fuese necesario que trabaje horas extra trabajaré en los días libres de mi cronograma de trabajo regular.

\_\_\_\_\_ Ambos días libres

\_\_\_\_\_ Sólo 1 día de mis días libres  
(Por favor indique abajo sus días disponibles)

\_\_\_\_\_ Ninguno de mis días libres

Por favor encierre en un círculo los días libres en que está disponible.

|     |     |     |     |      |     |      |
|-----|-----|-----|-----|------|-----|------|
| Sáb | Dom | Lun | Mar | Miér | Jue | Vier |
|-----|-----|-----|-----|------|-----|------|

Por favor indique las fechas en que usted **NO** se encuentra disponible para trabajar en los días libres de su cronograma de trabajo regular.

|       | Sáb | Dom | Lun | Mar | Miér | Jue | Vier |
|-------|-----|-----|-----|-----|------|-----|------|
| Fecha |     |     |     |     |      |     |      |
| Fecha |     |     |     |     |      |     |      |
| Fecha |     |     |     |     |      |     |      |

~~~~~  
Comprendo que según las necesidades de la empresa puedo ser asignado para trabajar horas extra por antigüedad inversa en los días libres de mi cronograma de trabajo regular.

Firma del trabajador: _____ Fecha: _____

Firma del Gerente: _____ Fecha: _____

少于40小时

在白色纸张上打印此表

我在例常休息日 可以工作的情况

此时, 我的工作规划少于40小时

姓名: _____

部门: _____

此表有效日期: _____

生效日期(月/日/年)

结束日期(月/日/年)

如果有额外的轮班, 我会在例常休息日工作, 且不主张我的第6个连续加班日的加班费。
我明白第6个连续加班日没有工资。

_____ 两天例常休息日我都有空

_____ 两天例常休息日中只有一天有空
(请在下面指出你哪天有空)

_____ 两天例常休息日我都没空

请在下面例常休息日中圈出你空闲的那(些)天。

星期六	星期日	星期一	星期二	星期三	星期四	星期五
-----	-----	-----	-----	-----	-----	-----

请在下面指出你的例常休息日中哪些天没空。

	星期六	星期日	星期一	星期二	星期三	星期四	星期五
日期							
日期							
日期							

我理解基于业务需求, 按照资历倒排的顺序, 在例常休息日也许会安排我上班。

同事签名: _____ 日期: _____

经理签名: _____ 日期: _____

超过40小时- 加班

在黄色纸张上打印此表

我在例常休息日

可以工作的情况

此时, 我的工作规划超过40小时, 并且可以加班

姓名: _____

部门: _____

此表有效日期: _____

生效日期(月/日/年)

结束日期(月/日/年)

如果有额外的轮班且需要我加班, 我会在例常休息日工作:

_____ 两天例常休息日我都有空

_____ 两天例常休息日中只有一天有空
(请在下面指出你哪天有空)

_____ 两天例常休息日我都没空

请在下面例常休息日中圈出你空闲的那(些)天。

星期六	星期日	星期一	星期二	星期三	星期四	星期五
-----	-----	-----	-----	-----	-----	-----

请在下面指出你的例常休息日中哪些天没空。

	星期六	星期日	星期一	星期二	星期三	星期四	星期五
日期							
日期							
日期							

我理解基于业务需求, 按照资历到排的顺序, 在例常休息日也许会安排我加班。

同事签名: _____ 日期: _____

经理签名: _____ 日期: _____

APPENDIX "G"

AGREEMENT ON STEWARDING SCHEDULING PROCEDURES

AGREEMENT BETWEEN HERE LOCAL 2 & THE SAN FRANCISCO MARRIOTT REGARDING SCHEDULING PROCEDURES FOR STEWARDING

This Memorandum of Understanding between HERE Local 2 and The Marriott Hotel is intended to establish scheduling procedures for Stewards at the Hotel. Nothing contained herein alters the terms and conditions in the Collective Bargaining Agreement between the parties.

This Agreement shall remain in effect for a trial period of six (6) months. At that time the parties may discontinue, or by mutual agreement, amend or make permanent this Agreement.

Schedule Bids

A) Associates within a department shall have the right to have a schedule bid upon the request of a majority of the associates of that department. Associates may request another bid after six (6) months from the last bid. Consistent with the CBA, during the bid Stewards shall have the opportunity to bid for any shift and any position within the Stewarding Department.

B) According to the CBA, Back Aisle Banquet Stewards have specific job requirements which must be met in order to work the position. Any steward meeting these requirements shall be eligible to bid into this position.

Weekly Schedules

A) Weekly schedules shall be based on an individual's bided schedule and reflect changes due to layoffs.

B) When adjustments are made to Steward's regular schedule due to Layoffs, Management shall effectuate these adjustments according to the following procedures.

Layoff & Displacement Procedures

A) Layoffs shall be organized according to the following four Worksites or group of worksites: (1) Main Kitchen, Banquets and Bistro-3, (2) Back Aisle Banquet Stewards, (3) Outside Engineers, and (4) Night Cleaners. This means that when business needs dictate, Stewards shall be laid-off by inverse seniority *within* the identified worksite or group and Stewards may not "bump" into another worksite or group.

B) Layoff Procedure: When it is determined that a particular shift will be cut, the effected employee's schedule shall be adjusted to displace a less senior employee according to the following procedures.

(1) First Management shall adjust the affected Steward's schedule to displace (i.e. "bump") a less senior Steward with a similar start time (AM bumps another AM schedule/ PM bumps a PM schedule) in the same worksite, and if necessary, in another position.

If no such shift is available:

(2) Management shall adjust the affected Steward' schedule to bump a less senior Steward with a similar start time (AM bumps AM/ PM bumps PM) in the same position but in another worksite.

If no such shift is available:

(3) Management shall adjust the affected Steward's schedule to bump a less senior Steward with a different start time (AM bumps to PM/ PM bumps to AM) in the same worksite.

If no such shift is available:

(4) Management shall adjust the affected Steward's schedule to bump a less senior Steward with a different start time (AM bumps to PM/ PM bumps to AM) in the same position in a different worksite.

Miscellaneous Items

A) If adjustments to bided shifts are made, Management shall first schedule Stewards (according to the procedures outlined above) on their regular days of work.

If no such shifts are available:

B) Management shall then schedule a Steward to work on their day off provided such Steward has signed the appropriate form indicating their willingness to work on their days off in order to complete 40 hours of work in that week. Consistent with the practice there shall be no 6th day Overtime in this situation.

For the Hotel: _____

For the Union: _____

Date: 8/15/03

Date: 8/20/03

APPENDIX "H"

AGREEMENT ON MLR SCHEDULING

Settlement of Grievance Between
Hotel Employees and Restaurant Employees Union Local 2 and
San Francisco Marriott Marquis Hotel regarding
Scheduling of Associates in the Main Linen Room Classification

The above named Employer and Union agree to settle the grievance filed by the Main Linen Room Attendants in the Housekeeping Department regarding scheduling of overtime as follows:

1. Both parties agree that the hotel can continue to utilize the **Call In Guidelines** as stated in the attached document for all job classifications in the Housekeeping, Wardrobe and Laundry Department except for the Main Linen Room Attendant classification.
2. Both parties agree that there is no back pay due as a result of this grievance settlement.
3. For purposes of determining who to call in where there has been a call off on a particular day after the schedule is posted, the hotel will count Vacation and/or PTO time as time worked and select the next person eligible for hours based on seniority.

The Union agrees to accept this Settlement as the full and complete resolution to these grievances.

The parties agree that this settlement is on a non-presidential basis and that the terms of this agreement will be kept strictly confidential.

This agreement was created specifically for this situation and will not be used as an agreement for situations that may arise in the future or in other hotel departments.

FOR THE EMPLOYER

Julie Fallow
Julie Fallow, Director HR

DATE

5/2/14

FOR THE UNION

[Signature]
Area 5, Field Representative

DATE

5/2/14

Housekeeping Main Linen Room Attendant Classification

“Call In” – Scheduling Criteria

Updated January 3, 2013

(This document applies only to the Main Linen Room Attendants in Housekeeping)

The purpose of this document is to establish the procedures for calling in associates to work when shifts become available during the work week after the schedule is posted due to an associate calling off from a scheduled shift.

Definitions:

Overtime: For the purposes of this document since the direction refers to shifts vs. hours, overtime liability includes working more than 40 hours in a work week as stipulated by Federal and State Law and working 6 or 7 consecutive days based on a rolling 6th or 7th day worked crossing work weeks as stipulated by the Local 2 Collective Bargaining Agreement.

Proxy Forms: Associates who wish to be scheduled a full complement of hours may complete a proxy form waiving their 6th consecutive day overtime when they are scheduled less than the full complement of hours. There is also a proxy form that associates may complete for scheduling and assigning overtime when associates are already scheduled a full complement of hours in a work week.

Procedures:

Step 1

- Review the business demands for the day and determine if replacing the vacant shift is required
- Review and count the total number of shifts scheduled at the time the schedule was posted for each associate scheduled for the week.
 - Past and future Vacation and Personal Time Off (PTO) count as a scheduled shift for the purposes of determining if a full complement of shifts (5) is scheduled.
 - One of the 5 Unpaid days off as stipulated in the collective bargaining agreement count as a shift for the purposes of determining if a full complement of shifts is scheduled.
 - Review all proxy forms for the associates with less than 5 shifts to schedule associates that waive their 6th consecutive day overtime and ensure that associates that completed a proxy are offered the opportunity to work.

Step 2

- Call in the most senior associate with less than 5 shifts, provided that it will not result in overtime liability.
 - Update the schedule with the following information as you are making the calls to associates for each of the steps below
 - CI = Call In (make sure the total number of shifts is updated as well)
 - RC = Associate Refused Call
 - NA = Associate Didn't Answer

Step 3

- If more shifts are still required, go back to the top of the schedule and begin calling the most senior associate for overtime.

- Avoid 7th day overtime by placing “7th” and the appropriate arrow indicating that it would be the 7th day in a row.
- If an associate will incur overtime in two weeks due to the 6th Consecutive day overtime policy in the collective bargaining agreement, they are entitled to the shift and this is not a reason to skip them in the seniority process to avoid total overtime costs.
- Overtime is offered in seniority order, provided it does not result in a 7th consecutive day worked. According to the Local 2 Collective Bargaining Agreement, no one shall be scheduled for a 7th consecutive day worked unless everyone has been offered a 6th consecutive day.

Response to Calls:

- Associates who have been left messages will be given until the end of the shift to return the message if the shift to be filled is for the next day.
- There will be no wait time in between calls for shifts to be filled for the same day calls are being made.
- If people are still needed, calls are resumed in order of seniority until all shifts are filled **, providing it will not result in 6th or 7th day overtime.

** If someone returns a message at this point, if shifts still remain that need to be filled, that person will be called in. If all shifts have been filled, the associate will be thanked for returning the call, but notified that they are not needed at this time.

Example:

Name	Seniority	Shifts	Sat	Sun	Mon	Tue	Wed	Thur	Fri
Lisa	1	5	XX	XX	0800-1600	0800-1600	0800-1600	0800-1600	0800+1600
Marie	2	5	800-1600	XX	XX	0800-1600	0800-1600	0800-1600	VAC
Ricardo	3	5	800-1600	0800-1600	0800-1600	XX	XX	0800-1600	0800-1600
Gus	4	5	0800-1600	0800-1600	0800-1600	0800-1600	PTO	XX	XX
Julia	5	4	XX	XX	XX	0800-1600	0800-1600	0800-1600	0800-1600
Aurora	6	3	0800-1600	0800-1600	XX	XX	XX	XX	0800-1600
Connie	7	3	0800-1600	XX	XX	XX	XX	0800-1600	0800-1600
Mike	8	3	XX	XX	XX	XX	0800-1600	0800-1600	0800-1600

In the example above, if you need to call in one more person on Monday, you would call Julia in because she is the person with the highest seniority with less than 5 shifts (her full complement of shifts). If on Sunday, one additional person is needed, the call order would look like this:

- Julia 5 (most senior person without full complement of shifts)
- Connie 7 (second senior person without full complement of shifts)
- Mike 8 (third senior person without full complement of shifts)
- Lisa 1 (overtime – last resort)
- Marie (not overtime but next in seniority and available to be offered the shift)

**Housekeeping, Wardrobe and Laundry
 “Call In” – Scheduling Criteria
 Updated January 3, 2013**

(This document applies to all positions in the Housekeeping, Wardrobe and Laundry Departments except for Main Linen Room Attendants in Housekeeping)

The purpose of this document is to establish the procedures for calling in associates to work when shifts become available during the work week after the schedule is posted due to an associate calling off from a scheduled shift.

Definitions:

Overtime: For the purposes of this document since the direction refers to shifts vs. hours, overtime liability includes working more than 40 hours in a work week as stipulated by Federal and State Law and working 6 or 7 consecutive days based on a rolling 6th or 7th day worked crossing work weeks as stipulated by the Local 2 Collective Bargaining Agreement.

Proxy Forms: Associates who wish to be scheduled a full complement of hours may complete a proxy form waiving their 6th consecutive day overtime when they are scheduled less than the full complement of hours. There is also a proxy form that associates may complete for scheduling and assigning overtime when associates are already scheduled a full complement of hours in a work week.

Procedures:

Step 1

- Review the business demands for the day and determine if replacing the vacant shift is required
- Review and count the total number of shifts scheduled at the time the schedule was posted for each associate scheduled for the week.
 - Past and future Vacation and Personal Time Off (PTO) days do not count as a shift worked for the computation of overtime.
 - Past and future Vacation and Personal Time Off (PTO) days do not count as a scheduled shift for the purposes of determining if a full complement of shifts (5) is scheduled.
 - One of the 5 Unpaid days off as stipulated in the collective bargaining agreement do not count as a shift for the computation of overtime or as a scheduled shift for the purposes of determining if a full complement of shifts is scheduled.
 - Review all proxy forms for the associates with less than 5 shifts to schedule associates that waive their 6th consecutive day overtime and ensure that associates that completed a proxy are offered the opportunity to work.

Step 2

- Call in the most senior associate with less than 5 shifts, provided that it will not result in overtime liability.
 - Update the schedule with the following information as you are making the calls to associates for each of the steps below
 - CI = Call In (make sure the total number of shifts is updated as well)
 - RC = Associate Refused Call
 - NA = Associate Didn't Answer

Step 3

- Call in the most senior associate with 5 shifts, but have one or more Vacation/PTO day(s), provided that it will not result in overtime liability.

Step 4

- If more shifts are still required, go back to the top of the schedule and begin calling in the most senior associates that had a call off previously occur in the work week provided that it will not result in overtime liability.

Step 5

- If more shifts are still required, go back to the top of the schedule and begin calling the most senior associate for overtime.
 - Avoid 7th day overtime by placing “7th” and the appropriate arrow indicating that it would be the 7th day in a row.
 - If an associate will incur overtime in two weeks due to the 6th Consecutive day overtime policy in the collective bargaining agreement, they are entitled to the shift and this is not a reason to skip them in the seniority process to avoid total overtime costs.
 - Overtime is offered in seniority order, provided it does not result in a 7th consecutive day worked. According to the Local 2 Collective Bargaining Agreement, no one shall be scheduled for a 7th consecutive day worked unless everyone has been offered a 6th consecutive day.

Response to Calls:

- Associates who have been left messages will be given until the end of the shift to return the message if the shift to be filled is for the next day.
- There will be no wait time in between calls for shifts to be filled for the same day calls are being made.
- If people are still needed, calls are resumed in order of seniority until all shifts are filled **, providing it will not result in 6th or 7th day overtime.

** If someone returns a message at this point, if shifts still remain that need to be filled, that person will be called in. If all shifts have been filled, the associate will be thanked for returning the call, but notified that they are not needed at this time.

Example:

Name	Seniority	Shifts	Sat	Sun	Mon	Tue	Wed	Thur	Fri
Lisa	1	5	XX	XX	0800-1600	0800-1600	0800-1600	0800-1600	0800+1600
Marie	2	5	800-1600	XX	XX	0800-1600	0800-1600	0800-1600	VAC
Ricardo	3	5	800-1600	0800-1600	0800-1600	XX	XX	0800-1600	0800-1600
Gus	4	5	0800-1600	0800-1600	0800-1600	0800-1600	PTO	XX	XX
Julia	5	4	XX	XX	XX	0800-1600	0800-1600	0800-1600	0800-1600
Aurora	6	3	0800-1600	0800-1600	XX	XX	XX	XX	0800-1600
Connie	7	3	0800-1600	XX	XX	XX	XX	0800-1600	0800-1600
Mike	8	3	XX	XX	XX	XX	0800-1600	0800-1600	0800-1600

In the example above, if you need to call in one more person on Monday, you would call Julia in because she is the person with the highest seniority with less than 5 shifts (her full complement of shifts). If on Sunday, one additional person is needed, the call order would look like this:

- Julia 5 (most senior person without full complement of shifts)
- Connie 7 (second senior person without full complement of shifts)
- Mike 8 (third senior person without full complement of shifts)
- Marie 2 (has a VAC day which would mean the hotel avoids overtime)
- Lisa 1 (overtime – last resort)

APPENDIX "J"

NATIONAL MOA

MEMORANDUM OF AGREEMENT CONCERNING MODIFICATIONS TO COLLECTIVE BARGAINING AGREEMENTS

Memorandum of Agreement made this 1st day of March, 2013 between Marriott International, Inc., ("MI"), on behalf of itself and its subsidiaries that are parties to the Collective Bargaining Agreements in Addendum A ("Labor Agreements") and UNITE HERE, on behalf of itself and each of its local affiliates that are parties to the Labor Agreements (collectively the "Union").

WHEREAS, the Union and MI are desirous of maintaining stable, harmonious and cooperative labor relations;

WHEREAS, MI and/or certain of its subsidiaries and UNITE HERE-affiliated locals are parties to the Labor Agreements, and all parties wish to renew the Labor Agreements in a manner consistent with their cooperative relationship;

NOW, THEREFORE, the Union and MI agree as follows:

A. General Provisions

1. For purposes of this Agreement only, each employer party to a Labor Agreement shall be referred to as an "Employer" and collectively as "Employers," and the Employers and MI collectively shall be referred to as "Marriott." The properties referenced in Addendum A shall be referred to individually as a "Property" and collectively as the "Properties." Without limiting the generality of the foregoing, Employer shall not include any real estate investment trust (REIT) or subsidiary thereof that is the owner of any Property. In addition, no owner, a REIT or otherwise, shall be deemed an Employer, or joint employer party to any Labor Agreement, solely on account of MI entering into this Agreement with the Union. Nothing in this Agreement shall bind any owner that is a REIT and nothing herein shall bind any Owner that is not a REIT, with respect to any property other than the ones referenced in Addendum A.

2. The Union and MI will execute or cause to be executed successor agreements to the Collective Bargaining Agreements listed in Addendum A (hereinafter "Successor Labor Agreements"), modified only as necessary to implement the terms of this Agreement. Each Successor Labor Agreement shall be on the terms and conditions set forth in Sections B, C and D.2 below, except as otherwise mutually agreed to in writing by the applicable bargaining parties.

3. Effective upon execution of this Agreement, the term of each Labor Agreement shall be extended to and including the effective date of its corresponding Successor Labor Agreement.

4. Effective upon execution of this Agreement and through the effective date of each of the Successor Labor Agreements, (a) the Union agrees that it will not, in connection with the

any disputes or disagreements concerning the interpretation or implementation of the matters addressed in this Agreement at the hotels covered by this Agreement, including but not limited to disagreements arising from the discussions referenced in Sections B.4-5, defame, disparage, demean, denigrate or interfere with the business or operations (or cause or permit any affiliated locals or their agents to defame, disparage, demean, denigrate or interfere with the business or operations) of MHI, the Employers, the Properties, or any of their respective officers, directors, executives, managers or agents; and (b) Marriott will not, in connection with the matters addressed in this Agreement, defame, disparage, demean, denigrate or interfere with the business or operations (or cause or permit their agents to defame, disparage, demean, denigrate, or interfere with the business or operations) of the Union or any of its respective officers, directors, executives, managers or agents. This paragraph shall not be interpreted to restrict any communications by any party unrelated to the matters addressed in this Agreement. The provisions of this section are not intended and shall not be interpreted to restrain or limit the parties in the ordinary performance of their respective responsibilities.

B. Successor Labor Agreement Terms and Conditions (Excluding Wage Rates and Employer Contributions to Health & Welfare, Pension and Other Benefit Funds)

1. Except as otherwise explicitly provided herein or as otherwise subsequently agreed to in writing by the Employer and Union parties to a Labor Agreement, all terms and conditions of each Labor Agreement shall continue without interruption or modification through the termination date of the applicable Successor Labor Agreement.

2. All "most favored nations" provisions shall be deleted.

3. The successorship provisions of the Labor Agreements shall be revised to state as follows (provided that only subsections c through g shall be added to the existing successorship provisions of the San Francisco Labor Agreement), and provided, further, that in the case of Owners that are organized in the form of a Real Estate Investment Trust ("REIT"), any and all owner obligations will be delineated in a separate "REIT Letter," which shall be in the form attached hereto as Addendum B. Such REITs will be bound solely by their respective REIT Letter and shall not be deemed a party or bound in any way to this Agreement.

a. In the event that the Employer voluntarily sells, transfers, or assigns all its right, title, or interest in the operation covered by this Agreement or substantially all of the assets used in such operation (or any part thereof in a permanent transaction), or in the event there is a change in the form of ownership of the Employer, the Employer shall give the Union reasonable advance notice thereof in writing, and the Employer further agrees that as a condition to any such voluntary sale, assignment, or transfer, the Employer will obtain from its successor or successors in interest a written assumption of this Agreement including a promise that the successor or successors shall retain the employees employed in each of the units represented by the Union (subject to changes in the level of staffing) and retain facially valid I-9 forms maintained by its predecessor in interest without re-verifying the work authorization status of any employee for whom Employer provides to the successor a facially valid I-9 form, and furnish a copy of the written assumption agreement 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 foregoing provisions concerning I-9 forms shall not apply where no such forms are required by domestic law, or where applicable law mandates the successor, without regard to any voluntary election by the successor, to require bargaining unit employees to complete new I-9 forms, and shall not prohibit the successor(s) from taking reasonable actions and/or requiring employees to take reasonable actions to correct material omissions and errors in I-9 forms received from a predecessor. Nothing in this provision shall be construed to require the Employer or any successor to employ individuals who are not authorized to work in the United States, or to prohibit the Employer or any successor from conducting an E-Verify review of I-9 forms received from a predecessor if such E-Verify review is mandated pursuant to the Employer's or successor's status as a Federal Government contractor or by other provision of law.

b. This paragraph applies when separate, unaffiliated entities own and operate the Hotel. It is recognized that the Owner of the Hotel and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement. It is also recognized that the Owner needs the flexibility to select from time to time the operating entity best suited to realization of the Owner's business objectives, and that this can be accomplished without injury to the interests of the employees in the bargaining unit. Therefore, Owner shall ensure that while Owner owns the Hotel, the terms of any future operating agreement or management contract covering the Hotel shall specifically require a written assumption of the collective bargaining agreement between _____ and _____ including a promise that the successor or successors shall retain the employees employed in each of the units represented by the Union (subject to changes in the level of staffing) and Owner shall furnish a copy of such assumption to the Union. Further, should Owner or a direct or indirect subsidiary of Owner sell or otherwise transfer a controlling ownership interest in all or any part of the business of the Hotel (in one or a series of related stock or asset transactions), or in the event there is a change in the form of ownership of the Hotel or assets to which Owner is a party, Owner shall as a condition to such transaction obtain from the other party(ies) to the transaction who will take thereby any interest in the business or the assets used in the business a written assumption of the obligations of the Owner as set forth in this sub-paragraph "b," and a binding obligation that any operator it retains to operate the Hotel will assume and be bound by this collective bargaining agreement. Owner will furnish a copy of the assumptions delineated in the previous sentence to the Union. Owner further agrees that, to the extent it has such documents, as a condition of any such sale, transfer, or assignment, it will transfer to the successor(s) completed Forms I-9 for all bargaining unit employees, obtain from its successor(s) a written agreement that the successor(s) will maintain these Forms I-9 in lieu of completing new Forms I-9 for bargaining unit employees ("I-9 Agreement") and furnish a copy of the I-9 Agreement (but not copies of the I-9s themselves) to the Union not less than 30 calendar days prior to the closing of the transaction. The foregoing obligation shall not apply where no such forms are required by domestic law or where applicable law mandates the successor, without regard to any voluntary election by the successor, to require bargaining unit employees to complete new I-9 forms, and shall not prohibit the successor(s) from taking reasonable actions and/or requiring employees to take reasonable actions to correct material omissions and errors in I-9 forms received from a predecessor. Nothing in this provision shall be construed to require the Employer or any successor to employ individuals who are not authorized to work in the United States, or to prohibit the Employer or any successor from conducting an E-Verify review of I-9 forms received from a predecessor if

such E-Verify review is mandated pursuant to the Employer's or successor's status as a Federal Government contractor or by other provision of law. Nothing in this Agreement or in any separate letter agreement with Owner reflecting these successorship provisions shall create an employer/employee relationship between Owner and any Hotel employees for any purpose, create a joint employer relationship between Owner and Employer or serve as evidence of any such employer/employee or joint employer relationship.

a. The Employer shall not divide or diminish the scope of the bargaining unit by contracting for the use of any space within the Hotel and within the control of the Employer for operations of any sort customarily performed by bargaining unit employees, including but not limited to food and beverage outlets; any such contracting may be done by the Employer only in accordance with the terms of this Agreement, including those concerning subcontracting, and this provision does not alter or reduce to any extent the Employer's rights under such provisions. Nothing in this subsection shall preclude an owner or any other party in interest from contracting for the use of space that is not controlled or managed by the Employer as an existing part of the hotel operation, or preclude the continued leasing or future leasing, whether to the current or any other lessee, of any space currently leased in the Hotel, or preclude the leasing of space currently controlled by the Employer to a different third party subject to the provisions of section (b) in the following sentence. The Owner shall not require the Employer to relinquish any part of the Hotel premises managed by the Employer except for (a) use in operations that would not be covered by this Agreement if they were conducted by the Employer or (b) use in operations that would be covered by this Agreement provided that the economic package paid to or on behalf of employees performing work covered by this Agreement shall not be less than the economic package paid to or on behalf of employees under this Agreement and shall include an employer-paid defined benefit pension plan. The economic package shall include all emoluments of employment having definite and quantifiable economic value, including but not limited to wages (including premiums, bonuses and incentives, guaranteed workdays or workweeks, health and hospitalization benefits, retirement plan participation, paid vacation, paid holidays and paid sick leave). Nothing in this section or the Agreement generally is intended to expand or otherwise add to the existing bargaining unit covered by the applicable collective bargaining agreements listed and attached hereto in Addendum A.

d. If ownership of the Hotel is transferred in an involuntary transaction, the Employer shall deliver to the Union copies of the entire contents of the personnel files (excluding attorney-client privileged documents, investigatory materials and medical records) of all bargaining unit employees except those files which are delivered to the transferee because it has employed or has made a legally-binding commitment to employ the employees to whom the files pertain.

e. The provisions of this Agreement prohibiting strikes shall be suspended upon the initiation of any proceeding to authorize the sale of the hotel in an action filed under Chapters 7 or 11 of the United States Bankruptcy Code with respect to a business segment that includes the Hotel, or by delivery to the Employer of a notice of sale in foreclosure or other similar notice that the Hotel will be taken in a transaction that is not voluntary by the Employer, except where prohibited by domestic law, and shall remain suspended unless and until the condition that caused the suspension has been resolved completely or the Union delivers a

written waiver of the suspension. The Employer shall deliver written notice to the Union of a filing or notice covered by this subsection within five days after the Employer files or receives the petition or notice, and shall include a copy of the petition or notice. Notwithstanding any provisions of this subsection "e" to the contrary, the provisions of this Agreement prohibiting strikes shall remain in full force and effect if (a) in the case of the initiation of any proceeding to authorize the sale of the Hotel in an action filed under the bankruptcy laws, the assumption of the obligations of the owner under this Agreement (as defined hereinafter) is made an express condition of such sale, or (b) in the case of a notice of sale in foreclosure or similar notice that the Hotel will be taken in a transaction that is not voluntary by the Employer, the lender or other entity causing the issuance of the notice has agreed in writing in an instrument making the Union an express third party beneficiary of the promise, that if it retains ownership of the Hotel, to assume the obligations of the Owner under this Agreement (as defined hereinafter), or if the Hotel is sold or transferred, that it will require as a condition for such sale or transfer, that any purchaser or transferee assume the obligations of the Owner under this Agreement (as defined hereinafter). For purposes of this subsection "a," the "obligations of the Owner" shall include (i) the obligation of the purchaser or transferee (the "New Owner") to assume this Agreement and to retain the then-current bargaining unit employees, both of which as and to the extent required by subsection "a" above, or (ii) if the New Owner is not the operator of the Hotel, either directly or through a wholly owned or controlled affiliate, the obligation not to hire a replacement managing entity unless that entity agrees to assume this Agreement and to retain the then-current bargaining unit employees, both of which as and to the extent required by subsection "b" above.

f. The Union shall not be required to post a bond or other security as a condition to obtaining an injunction or other equitable relief against a violation or threatened violation of this Section.

g. The obligations of this section shall expire one (1) year following the expiration of this Agreement. During this one (1) year period, the obligations of this section shall be enforced through the procedures for arbitration provided elsewhere in this Agreement and the Union shall retain the power to seek injunctive relief through judicial action as provided in this section.

4. *Food and Beverage Success Committees.* In furtherance of the Union's and Marriott's commitment to the success of food and beverage operations and food and beverage employees at the Properties, the parties to each Successor Labor Agreement shall take a cooperative, interest-based approach to food and beverage issues, and shall establish a joint Food & Beverage Success Committee for each city covered by this Agreement. Each such committee shall be led, for the Union, by the appropriate local Union President or Secretary Treasurer and/or his delegates and appointees, and, for the Employer, by Marriott's Senior Vice President and Deputy General Counsel and/or her delegates and appointees. Each such committee shall be formed following execution of this Agreement, and shall commence their work promptly thereafter. Any subsequent written agreements relating to food and beverage operations shall not be deemed to conflict with this Agreement. Unless otherwise mutually agreed to in writing by the parties to a Labor Agreement, completion and execution of a Successor Labor Agreement shall not be delayed by the existence or operation of a Food and Beverage Success Committee.

5. Upon request by either party in any particular city, the parties shall engage in discussions about issues other than food and beverage. Such discussions shall take place upon request, for example, but without limitation, regarding housekeeping, job classifications, job security, efficiency, productivity, growth, or other issues. Completion and execution of the Successor Labor Agreements shall not be delayed or excused by a request for or the pendency of these discussions, and, notwithstanding the execution of Successor Labor Agreements, the restrictions of Section A.4 shall apply at all times to the parties to this Agreement and the parties to the Labor Agreements during such discussions and during food and beverage discussions. If such discussions result in any agreement(s) to amend the Successor Labor Agreement, then such amendment(s) shall be made to the Successor Labor Agreement, but only by mutual agreement of the parties. In the absence of such mutual Agreement, the Successor Labor Agreement shall continue without modification.

6. Upon mutual agreement of the Union and MII, discussions pursuant to Sections 4 and/or 5 may take place at the Corporate and International Union level, if the International Union is authorized to do so for its affected affiliates, and if MII is authorized to do so for the affected Properties.

7. *Successor Labor Agreement Term.* Each Successor Labor Agreement shall have a termination date five (5) years following the termination date of its corresponding Labor Agreement.

C. Successor Labor Agreements Terms and Conditions: Wage Rates and Employer Contributions to Health & Welfare, Pension and Other Benefit Funds

1. The bargaining parties to each Labor Agreement shall agree to the following total economic package increases.

	2013-14	2014-15	2015-16	2016-17	2017-18	Cumulative
San Francisco	\$1.26	\$1.32	\$1.39	\$1.41	\$1.54	\$6.92

2. The Union shall annually allocate each package increase for that year to hourly wage rate increases and benefit fund contribution increases in its sole discretion, but may not allocate to any fund to which the Employer has not agreed to contribute.

3. All other economic terms of each Labor Agreement (e.g. vacations, overtime and premium pay provisions, holidays, etc.) shall remain unchanged during the term of each Successor Labor Agreement.

4. Allocations to wage and benefit fund contribution increases shall occur only on the effective date of the Successor Labor Agreement and on anniversary dates thereof, provided

that 50% of the increase in the first contract year for Honolulu, Los Angeles, Boston and San Francisco shall be deferred until six months from the effective dates of the respective Successor Labor Contracts. The dollar amounts of the package increases shall not be altered by time-weighting of the effective dates of the allocations made by the Union.

5. For purposes of allocation of the total economic package increases, the following monthly contributions shall be converted to cents-per-hour as shown:

San Francisco: Divide monthly increase by 154

It is provided, however, that if the plan eligibility rules are changed to reduce the number of bargaining unit employees who are eligible to participate in the plan, then the parties shall negotiate whether the foregoing divisors should be adjusted to reflect the effects of the change(s). During said negotiations, all other provisions of this Agreement and the Successor Labor Agreement (including, but not limited to the no strike/no lockout provisions), shall continue in full force and effect.

6. The amount of wage increases for tipped and banquet classifications shall be determined based on the annual wage increase for non-tipped employees, and shall be calculated in the same manner as in the applicable Labor Agreements.

Example: If a labor agreement currently provides that bell employees receive 75% of the non-tipped increase, other tipped employees receive 50% of the non-tipped increase, and banquet and "minimum wage" employees receive only those increases as may be required by applicable law, such practices shall continue in the Successor Labor Agreement.

San Francisco. Eighty percent of total bargaining unit hours are presumed to be worked by non-tipped employees and 20% by tipped employees. Tipped employees shall receive 50% of the wage increases received by non-tipped employees. The overall wage increase allocated by the Union shall be distributed to non-tipped and tipped employees in proportion to the 80% / 20% presumed hours, by dividing the amount of the overall wage increase by 0.9 to determine the non-tipped wage increase and dividing the resulting amount by 2 to determine the tipped wage increase.

7. The Union shall advise the Employer of each allocation at least thirty (30) days prior to the effective date of the allocation, provided that if the Union's notice to the Employer is less than thirty (30) days, the Employer will not be excused from paying the increases as allocated by the Union unless there is actual prejudice to the Employer by the delay and then the Employer may be excused only for a period of time equal to the length of the Union's delay in giving notice.

8. Each annual total economic package increase to be committed by each Employer as set forth herein is an absolute maximum. Notwithstanding any change in applicable law or in conditions or circumstances, whether contemplated by the parties or not (including but not limited to changes in circumstances relating to the implementation of or modifications to applicable laws regulating health care or benefit fund funding requirements), the amount of the annual total economic package increase shall not exceed the amounts set forth above.

9. In no event shall any provision in a Labor Agreement, Successor Labor Agreement, Memorandum Agreement, Side Letter or any other such agreement (including but not limited to any provision in any such agreement purporting to guarantee or ensure minimum or specified health and welfare or pension contributions or benefits or minimum reserve levels) result in an annual total economic package increase in excess of the amounts set forth above. Any and all such provisions shall be modified to ensure that the Employer receives the full benefit of this Subsection.

10. The total economic package increase shall not be increased by any actions of the plans. Each annual allocation shall be subject to any required approvals of applicable Health and Welfare, Pension, or other benefit fund(s). In all circumstances in which a Benefit Fund requires contributions greater than those allocated by the Union (whether by operation of a Rehabilitation Plan, by law or otherwise), the additional required contribution shall be diverted from the wages

of employees on whose behalf contributions to the funds are made or, to the extent permitted by law and by the applicable trust funds, from other Benefit Funds to which the applicable Employer contributes pursuant to a Successor Labor Agreement. To the extent that the implementation of this Agreement would result in an Employer failing to comply with minimum contribution or funding requirements or other requirements of a Benefit Fund, or any legal requirement relating to any of the Benefit Funds, or if for any reason any Benefit Fund refuses to accept the terms of this Agreement or a Successor Labor Agreement, the applicable Union shall promptly take all necessary steps (including but not limited to agreeing to diversions from or reductions to wages) so as to permit the Employer to comply with all such requirements without any increase to any annual total economic package and without the Employer incurring any other costs or liabilities of any kind, provided that the Union shall in no event be responsible in whole or part for any pension fund withdrawal liability of the Employer unless the Employer's withdrawal is caused by a Benefit Fund rejecting the Employer's continued participation because the Union failed to allocate sufficient contributions to meet the Benefit Fund's standards.

D. Dispute Resolution

1. The parties agree that any disputes over the interpretation or application of this Agreement shall be submitted to expedited arbitration using a mutually acceptable person. If the parties are not otherwise able to agree upon an arbitrator, the parties shall request from the American Arbitration Association a list of nine (9) arbitrators who are members of the National Academy of Arbitrators and who have their principal residence within fifty (50) miles of Washington, D.C. or, only upon mutual agreement of the parties, in the state where a Property at issue is located. The parties shall, within 14 days of receiving the list, select a permanent arbitrator under this Agreement by alternately striking names from the list. The party to strike first shall be determined by coin toss. The next-to-last name stricken from this list shall be the alternate arbitrator. The permanent arbitrator shall hear and decide all disputes submitted to arbitration unless the permanent arbitrator is unavailable for a hearing within 90 days from the date of submission but the alternate arbitrator is available during such 90-day period, in which case the dispute shall be submitted to the alternate arbitrator for hearing and decision. The Arbitrator shall have the authority to determine the arbitration procedures to be followed. The Arbitrator shall have no authority to alter, amend, add to, subtract from or otherwise modify or change the terms and conditions of this Agreement or engage in interest arbitration. Without limiting the foregoing, the Union acknowledges and agrees that the Arbitrator shall have no authority to alter, amend, add to, subtract from or otherwise modify the provisions of Section C. in any manner detrimental to any Employer. Any costs incurred by the parties in instituting proceedings before the Arbitrator, or defending against the same, shall be the responsibility of the respective party. The expenses and fees of the Arbitrator, and of the court reporter, if any, shall be shared equally by the Employer and the Union. The Arbitrator shall have the authority to order the non-compliant party to comply with this Agreement. Any arbitration award or decision issued by the Arbitrator, written or otherwise, shall be final and binding upon the parties. The United States District Court for the District of Columbia, or if the parties have agreed to arbitration where a Property is located, the United States District Court for the district in which the Property is located, shall have exclusive jurisdiction in any action concerning arbitration under this Agreement.

2. Unless otherwise mutually agreed to by MII and UNITE HERE in a written document expressly referencing this Agreement, the arbitration provisions herein shall be the sole and exclusive dispute resolution procedure for any disputes between the parties or between any Employer and any affiliated Union local concerning or relating to an interpretation or application of any term of this Agreement, notwithstanding that the issue or dispute also is subject to or may fall within the grievance and arbitration provisions of a Labor Agreement or Successor Labor Agreement. Mariotti and the Union hereby waive any right they may otherwise have under grievance and arbitration provisions of the Labor Agreements and Successor Labor Agreements with respect to any and all disputes concerning the interpretation or application of any provision of this Agreement, and the appropriate bargaining parties shall modify the grievance and arbitration provisions of the Successor Labor Agreements as necessary to conform to this Section D.

B. Miscellaneous

1. UNITE HERE represents and affirms that it is fully authorized to enter into this Agreement on behalf of its affiliated locals that are parties to the Labor Agreements, and that all affiliated Union locals shall be bound to the terms herein. MII represents and affirms that it is fully authorized to enter into this Agreement on behalf of the Employer parties to the Labor Agreements.

2. Nothing herein shall be interpreted as or serve as evidence of the existence of a multi-employer or multi-facility bargaining unit, and each Employer reserves the right to bargain separately in the future with the collective bargaining representative for each existing separate bargaining unit.

3. The Union acknowledges that the provisions of Sections A.4, C.2-3 and C.8-10 are material provisions of this Agreement, and that MII would not have entered into this Agreement in the absence of these provisions.

4. The parties acknowledge that they have not relied on any representations, promises or agreements of any kind made in connection with the decision to accept this Agreement, except for those expressly set forth herein.

5. This Agreement may not be modified or altered except upon the express written agreement of both parties wherein explicit reference is made to this Agreement.

6. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same agreement. This Agreement shall be effective and binding only upon execution by both parties.

7. This Agreement shall be effective from March 1, 2013 through and including the termination date of the Successor Los Angeles Labor Agreement, except that provisions specific to an individual Successor Labor Agreement shall expire with that Successor Labor Agreement.

The parties have fully read and considered this Agreement, fully understand its meaning, have had the opportunity to consult with counsel concerning its terms, and are mutually desirous of entering into the Agreement.

IN WITNESS WHEREOF, the parties knowingly and voluntarily enter into this Agreement on the 10th day of June, 2013.

FOR IUII

Nancy C. Lee
Signature

Nancy C. Lee
Name

As. V.P. & Deputy General
Title

6/10/13
Date

FOR UNITE HERE

DR Taylor
Signature

DR TAYLOR
Name

President - Unite Here
Title

6/28/13
Date

ADDENDUM A

Collective Bargaining Agreement between UNITE HERE Local 2 and Marriott International, Inc., for the San Francisco Marriott Marquis, expiring August 14, 2013

Collective Bargaining Agreement between UNITE HERE Local 2 and Courtyard Management Corporation, for the San Francisco Courtyard, expiring August 14, 2013

Collective Bargaining Agreement between UNITE HERE Local 2 and Marriott International, Inc., for the San Francisco Union Square Marriott, expiring August 14, 2013

Collective Bargaining Agreement between UNITE HERE Local 5 and Marriott Hotel Services, Inc., for the Waikiki Beach Marriott Resort, expiring June 30, 2013

Collective Bargaining Agreement between UNITE HERE Local 11 and Marriott International, Inc., for the Manhattan Beach Marriott, expiring November 30, 2013

Collective Bargaining Agreement between UNITE HERE Local 26 and The Ritz-Carlton Hotel Company, LLC, for the Ritz-Carlton Boston Common, expiring February 28, 2013

Collective Bargaining Agreement between UNITE HERE Local 26 and Renaissance Hotel Operating Company, for the Renaissance Boston Waterfront, expiring February 28, 2013

APPENDIX "K"

OWNER'S LETTER

YBG Associates LP
6903 Rockledge Drive, Suite 1500
Bethesda, Maryland 20817

March 25, 2013

Mr. Michael Casey
President
UNITE HERE, Local 2
209 Golden Gate Avenue
San Francisco, CA 94102

Re: San Francisco Marriott Marquis

Dear Mr. Casey:

As you are aware, YBG Associates LP ("Owner") is the owner of the San Francisco Marriott Marquis Hotel ("Hotel"). Owner is an indirect subsidiary of Host Hotels & Resorts, Inc. ("Host"). Marriott Hotel Services, Inc. ("Operator"), an affiliate of Marriott International, Inc. ("Marriott"), is the manager of the Hotel and the employer of all of the Hotel's employees. Marriott has recently concluded an agreement called "Memorandum of Agreement Concerning Modifications to Collective Bargaining Agreements" with the UNITE-HERE International Union (the "2013 MOU"). The 2013 MOU renewed, among other things, the collective bargaining agreement with UNITE-HERE Local 2 ("Union") covering certain employees at the Hotel (the "Local CBA").

Owner, again, is an indirect subsidiary of Host, which is a Real Estate Investment Trust ("REIT"). Owner represents that in order to maintain Host's status as a REIT, under applicable law, it is not permitted to engage any employees in the operation of its assets or to itself operate or manage the Hotel, and, accordingly, that Operator operates the Hotel, employs all of the individuals employed to operate the Hotel and is the only party to the Local CBA with respect to the Hotel.

Owner, nonetheless, acknowledges that it and the Union have a common interest in protecting work opportunities for all Hotel employees covered by the Local CBA. The Union, in accepting this letter, acknowledges that the Owner needs the flexibility to select from time to time the operating entity best suited to realization of the Owner's business objectives, and that this can be accomplished without injury to the interests of the employees in the bargaining unit.

Therefore, in connection with the implementation and ratification of the 2013 MOU and the Local CBA, Owner and Union agree to be bound by the following terms of this letter agreement ("Letter Agreement").

1. Owner agrees that while Owner owns the Hotel, the terms of any future operating agreement or management contract covering the Hotel shall expressly require a written assumption of the Local CBA including a promise that the successor or successors shall retain the employees employed in each of the bargaining units represented by the Union (subject to changes in the level of staffing) and Owner shall furnish a copy of any such written assumption to the Union. Owner shall require that the employment of bargaining unit employees retained will continue uninterrupted without loss of seniority, compensation, benefits or other terms and conditions of employment subject to the Local CBA and applicable law. No provisions, terms or obligations contained in the Local CBA shall be affected, modified, altered or changed in any respect whatsoever by a change in the management entity and the assumption of the Local CBA. Owner's obligations under this Letter Agreement shall survive the assumption of the Local CBA by the current management entity or by any subsequent replacement management entity that has assumed the Local CBA.

2. Owner shall require that, if operation of the Hotel is transferred to a replacement management entity, the Operator will, to the extent Operator has such documents, transfer to the new management entity completed Forms I-9 for all bargaining unit employees, and direct the successor management entity to maintain these Forms I-9 in lieu of completing new Forms I-9 for bargaining unit employees. The foregoing obligation shall not apply where no such forms are required by domestic law or where applicable law mandates the successor management entity, without regard to any voluntary election by that entity, to require bargaining unit employees to complete new I-9 forms, and shall not prohibit the new management entity from taking reasonable actions and/or requiring employees to take reasonable actions to correct material omissions and errors in I-9 forms received from Operator. Nothing in this provision shall be construed to require the Operator or any successor management entity to employ individuals who are not authorized to work in the United States, or to prohibit the Operator or any successor management entity from conducting an E-Verify review of I-9 forms received from a predecessor if such E-Verify review is mandated pursuant to the Operator's or successor management entity's status as a Federal Government contractor or by other provision of law or to prevent Operator from complying with any immigration related obligations it has as a Federal Contractor or by other provision of law as they may be changed from time to time.

3. Should Owner or a direct or indirect subsidiary of Owner sell or otherwise transfer a controlling ownership interest in all or any part of the business of the Hotel (in one or a series of related stock or asset transactions), or in the event there is a change in the form of ownership of the Hotel or assets to which Owner is a party, then Owner shall, as a material condition to such transaction, obtain from the other part(ies) to the transaction who will take thereby any interest in the business or assets used in the business ("Transferee") one of the following: (x) If the Transferee is a RBFT, a written assumption of this Letter Agreement or (y)

March 25, 2013

Page 3

If the Transferee is not a REIT entity and is not itself an operator of the Hotel, either directly or indirectly through an affiliate, a written assumption of the provisions of the Local CBA applicable to the Hotel owners that are not also employers of bargaining unit employees (the "Owner Obligations"), or (2) If the Transferee is not a REIT and is itself an operator of the Hotel, either directly or indirectly through an affiliate, a written assumption of the Local CBA. Owner Obligations shall include in the case of a transferee that is not a REIT entity and will not operate the Hotel the obligation to insure that any operator it retains to operate the Hotel will assume the Local CBA.

4. In no event shall Owner be responsible for obligations under this Letter Agreement that arise from and after the date it transfers all or a controlling interest in the Hotel to another entity that has agreed to be bound by the Local CBA, the Owner Obligations under the Local CBA, or this Letter Agreement, as the case may be.

5. Nothing in this Letter Agreement or in the Local CBA shall be construed to preclude an Owner or any other party in interest from contracting for the use of space that is not controlled or managed by the Operator as an existing part of the hotel operation, or preclude the continued leasing or future leasing whether to the current or any other lessee of any space currently leased in the Hotel. Further, nothing in this Letter Agreement or the Local CBA shall be construed to preclude the leasing of space currently controlled by the Operator to a different third party provided that the new lessee abides by the provisions of sub-section (b) in the following paragraph.

6. Owner agrees that it will not require Operator to relinquish any part of the Hotel premises managed by the Operator except for (a) use in operations that would not be covered by the Local CBA if they were conducted by the Operator or (b) use in operations that would be covered by the Local CBA provided that the economic package paid to or on behalf of employees performing work covered by the Local CBA shall not be less than the economic package paid to or on behalf of employees under the Local CBA and shall include an employer-paid defined benefit pension plan. The economic package shall include all emoluments of employment having definite and quantifiable economic value, including but not limited to wages (including premiums, bonuses and incentives, guaranteed workdays or workweeks, health and hospitalization benefits, retirement plan participation, paid vacation, paid holidays and paid sick leave).

7. Nothing in this Letter Agreement shall be interpreted to create a joint employer relationship between the Owner and the Operator.

8. The Owner shall not have any obligations to the Union with respect to the Hotel except as are expressly set forth in this Letter Agreement and shall not, solely by virtue of this Letter Agreement, have any obligations to the Union with respect to any property it now owns or in the future may own, other than the Hotel.

683361v1

9. This Letter Agreement shall apply during the term of the Local CBA and shall survive and continue for 1 year following expiration of the Local CBA.

10. Any dispute arising from this Letter Agreement shall be subject to final and binding arbitration under the terms set forth in the sections of the Local CBA governing grievances and arbitration.

11. Should any part hereof or any provision herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency such invalidation of such part or portion of this Letter Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice. The remaining parts or provisions shall remain in full force and effect.

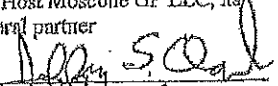
12. The Owner agrees that the Union shall not be required to post a bond or other security as a condition to obtaining an injunction or other equitable relief against a violation or threatened violation of this Letter Agreement.

This Letter Agreement constitutes the entire understanding between the Owner and the Union with respect to employees of the Hotel and may not be modified except by a writing signed by the Owner. It may be executed in two or more counterparts and via facsimile or electronic mail delivery, each of which shall be deemed an original but all of which taken together shall constitute one and the same agreement.

Very truly yours,

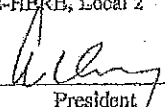
YBG Associates LP

By: Host Moscone GP LLC, its
general partner

By: 
Jeffrey S. Clark
Vice President

ACCEPTED:

UNITE-HHRE, Local 2

By: 
President

APPENDIX "L"

SIDELETTER OF AGREEMENT GOVERNMENTAL COORDINATION



585 9th Street, Suite 345
Oakland, CA 94607

Kevin Gleason
Senior Director, Labor
415/284-4085 (T)
808/341-9944 (M)
kevin.gleason@marriott.com

July 31, 2017

Mr. Anand Singh
President
UNITE HERE, Local 2
209 Golden Gate Avenue
San Francisco CA 94102

RE: SIDE LETTER OF AGREEMENT GOVERNMENTAL COORDINATION

Dear Anand:

Marriott International, Inc., through several subsidiaries (collectively, "Company"), has collective bargaining agreements that cover the San Francisco Marriott Marquis, San Francisco Marriott Union Square, Courtyard Hotel San Francisco, Palace Hotel, W San Francisco, St. Regis San Francisco, and Westin St. Francis (collectively, "CBAs"). The parties acknowledge that the CBAs provide for superior wages and generous benefits, such as job security protections, seniority rights, and various types of paid leave benefits, including extended sick leave, PTO, holidays, and/or vacation benefits that may be used for sick days for all employees covered by the CBAs. The parties agree that this side letter of agreement ("Agreement") applies to these hotels, effective on the effective date of the ordinance unless otherwise indicated below, with regards to governmental coordination:

1. **San Francisco Paid Sick Leave Ordinance.** This Agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, effective February 5, 2007, and as amended effective January 1, 2017, and any regulations related thereto, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and/or amended during the life of this Agreement.
2. **San Francisco Family Friendly Workplace Ordinance.** In order to preserve the seniority provisions of the CBAs, the Union and the Company also expressly agree to waive any and all requirements of the San Francisco Family Friendly Workplace Ordinance, set forth in Chapter 12Z (12Z.1 through 12Z.18) of the San Francisco Administrative Code, and any regulations related thereto.
3. **San Francisco Paid Parental Leave Ordinance.** The Union and the Company also expressly agree to waive any and all requirements, as may apply to employees covered by any of the CBAs, under the San Francisco Paid Parental Leave Ordinance, set forth in Article 33H of the San Francisco Police Code, and any regulations related thereto.

Mr. Anand Singh
RE: Governmental Coordination
July 31, 2017
Page 2 of 2

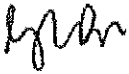
4. Formula Retail Rights Ordinances. The Union and the Company also expressly agree to waive any and all requirements of the San Francisco Formula Retail Employee Rights Ordinances, to the extent they might otherwise apply, set forth in Article 33F (3300F.1 through 3300F.20) and Article 33G (3300G.1 through 3300G.19) of the San Francisco Police Code, and any regulations related thereto.

5. Banquet Server Overtime Rate. Notwithstanding dining room department section 20 (Steady Extra Banquet Servers Overtime) of the CBAs, upon execution of this agreement the overtime hourly rate of pay for banquet servers shall be a premium rate of two dollars and fifty cents (\$2.50) per hour above the straight-time hourly rate of pay. However, no employee shall suffer a reduction in their hourly overtime rate of pay due to this provision. It is also not intended that this Agreement changes any existing banquet service practices.

This Agreement shall remain in effect until the parties execute a new collective bargaining agreement.

If this is an accurate summation of our agreement please indicate your agreement to the above by signing on the space provided below.

Regards,



Kevin Gleason
Senior Director, Labor

AGREED AND ACCEPTED:

UNITE HERE Local 2

By: 

Print: Anand Singh

Its: President

Date: 7/31/17

The parties have consolidated the memoranda of understanding from April 2003 to the current date into this Collective Bargaining Agreement and have fully read and considered this Agreement. In the event there is a conflict between language written in this document and the original MOU(s), the language in the original MOU shall prevail.

The parties have fully read and considered this MOA, fully understand its meaning, have had the opportunity to consult with counsel concerning its terms, and are mutually desirous of entering into the MOA.

FOR SAN FRANCISCO MARRIOTT MARQUIS HOTEL

FOR UNITE HERE LOCAL 2

Signature

Signature

Name

Name

Title

Title

Date

Date

Letters Confirming Agreements/Understandings

June 28, 2018

Anand Singh
President
UNITEHERE Local 2
209 Golden Gate Ave
San Francisco CA 94102

Dear Anand,

This will confirm that the following side letters and memorandum of understanding are agreements between UNITE HERE Local 2 and the San Francisco Marriott Marquis.

SIDE LETTER FOR ROBERT NG'S JOB CLASSIFICATION

The parties agree that Robert Ng, currently a Cook II who works in the Hot Prep work location, will continue to maintain this work location under the new Station Cook classification for the duration of his employment, due to his hearing impairment. [2009-2013 MOU]

SIDE LETTER FOR DAVID CHAN BANQUET LIQUOR ROOM WORK

While David Chan works in the Banquet Liquor room doing beverage control he will receive a full Barback gratuity share. [CBA 2002-2006]

SIDE LETTER FOR GRANDFATHER BANQUET SERVER POOL STATUS JOB CODES

In addition, three bargaining unit associates: Dolores Conrado, Tony Quan, and Rosie Cortes, who have jobs outside the Banquet Department, will continue to be used on a pool status basis in the Banquet Department. [CBA 2002-2006]

COMBINATION JOB – FOOD RUNNER AND UTILITY AIDE

Memorandum of Understanding Combination Job – Food Runner and Utility Aide For the View Lounge and Bin 55 Departments

This Memorandum of Understanding between Unite Here Local 2 and the Marriott Hotel is intended to establish job duties for the Food and Beverage Attendant position in the Bin 55 and View Lounge departments in the Hotel. Nothing contained herein alters the terms and conditions in the Collective Bargaining Agreement between the parties.

This Agreement shall remain in effect for a trial period of three (3) months. At that time the parties may discontinue, or by mutual agreement, amend or make permanent this Agreement.

The intent of this change is to provide seamless workflow in this job classification and support the servers in delivering food and beverages and in clearing tables. Food and Beverage Attendants are continually supporting the food and beverage service by bringing items into the outlet and then picking items up on their way out, never leaving empty handed.

The Employer and the Union agree to the following provisions:

1. Beginning October 12, 2013, associates that are classified as Food Runners, and Utility Aide will perform combined job duties as outlined below:
 - Pick up food orders from the Main Kitchen production line and deliver the orders to customers in the Bin 55 or View Lounge
 - Check the micros ticket produced by the server, and ensure that the food has been prepared correctly according to the order
 - Add condiments or garnish to the food order as necessary
 - Deliver food to the correct table and seat number
 - Ask the customer (s) if there are needs for any additional condiments or silverware prior to leaving the table
 - Complete assigned side work, including delivering of settings/ silverware, bread, condiment restocking, removing empty bus tubs, and breaking down food preparation stations
 - Deliver communication from the Chef and kitchen Cooks to servers, bartenders and managers on the outlet floor
 - Assist servers in removing dirty plates, glassware and debris from tables
 - Assist servers in the final bussing of the table after the guest has departed
 - Re-set the table according to standards provided by the outlet managers
 - Remove dirty plates, glassware and debris from the front bar area.
 - Keep floor and front bar area neat, organized and set to established standards
 - Assist servers with bringing items to tables when necessary


2. The new job classification will be called Food and Beverage Attendant and the rate of pay will be \$17.70 per hour as is the existing rate for the current Utility classification. This classification will be eligible for all future non-tipped classification wage increases as established in the collective bargaining agreement.
3. The Food and Beverage Attendant classification seniority list will be as follows, combining the existing separate classification seniority lists for Food Runner and Utility:

Name	Classification Seniority Date
Samuel Mekonnen	09/27/08
Cesar Aben	12/19/09
Jian Tan	12/19/09
Marlo Dowell	10/20/11
Alejandro Munoz	04/13/13
Helen Li	04/13/13
Hoa Ong	06/08/13

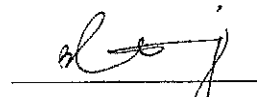
4. Hotel Seniority will continue to be used for vacation bidding as specified in the collective bargaining agreement and this change in job classification will not impact the existing hotel seniority date for the individuals noted above

For the Hotel:

For the Union:



 Julie Fallon



 Mariana Wong

1-14-15

 Date

1-14-15

 Date

OVERNIGHT HOUSEKEEPING JOB CLASSIFICATIONS AND SECTIONS



Wednesday, March 27, 2013

UNITE HERE-Local 2
San Francisco, CA
Attention: Anand Singh

Via Facsimile: (415) 864-4158
Via Email: asingh@unitehere2.org

Dear Anand,

As we discussed during our meeting with the Overnight Housekeeping Associates on Thursday March 21, 2013, the hotel will reorganize the job responsibilities of the 3rd Shift Housekeeper classification and create a new job classification called Food & Beverage Outlet Cleaner. Associates in the Food & Beverage Outlet Cleaner job classification are responsible for cleaning the hotel's Food & Beverage Outlets, and other front and back of the house areas of the hotel.

Prior to this change all associates that were assigned to the 3rd shift Housekeeper job classification were cleaning these areas of the hotel, but were distinguished by schedule bid only. This system created challenges for schedule bidding and layoff and recall procedures.

In order to differentiate the 3rd shift Food & Beverage Outlet Cleaners work and to retain all current associates, in light of the 4th Street Bar and Grille closure effective April 12, 2013, this new job classification, Food & Beverage Outlet Cleaner will be effective April 13, 2013.

In place of the 4th Street Bar and Grille, the Concierge Lounge, Mission Grille Restaurant, Meeting Room Restrooms, Ice Machines and Elevator Landings will be assigned as cleaning areas listed below as MOC (abbreviation for Multi- Outlet cleaner).

On Thursday March 21, 2013 all current associates were given the opportunity to re-bid for a schedule and days off of their choice according to their classification seniority. The 3rd shift Food & Beverage Outlet Cleaners listed below selected sections and days off as follows:

Name	DIP/Classification	Seniority Date	Section	Days Off
1 - Edward Chea	Date in Position: 2/20/1998		View	Sat - Sun
2 - Nam Ma	Date in Position: 12/20/1999		MOC	Mon - Tues
3 - Valeriy Abbasov	Date in Position: 4/24/2005		Bin 55	Tues - Wed
4 - Kam "Kevin" Chou	Date in Position: 9/2/2006		Relief	Wed- Thurs
5 - Jairo Ducut	Date in Position: 12/9/2006		Relief	Thurs - Fri


Associates maintained their current date in position as a 3rd Shift Housekeeper in this new classification.

Nam Ma has been cleaning the Food & Beverage Outlets for the past three years consistently for two shifts or more per week, and has been bidding for an outlet cleaning schedule 1999, his seniority will remain in the second position. Jairo Ducut has also consistently cleaned Food & Beverage Outlets and he was offered a one-time opportunity to join this classification or stay in the 3rd Shift Housekeeper classification. He chose to the Food & Beverage Outlet Cleaner classification.

The new schedule will go into effect on Saturday April 13, 2013. We are confident that this change will contribute to the quality of service we provide to our guests and is a great opportunity to solve the problems the hotel had with a job classification that had combined job duties and had been in place since 1998.

Attached are the Job Descriptions, for the Food & Beverage Outlet Cleaner and the 3rd Shift Housekeeper, and the signed Schedule Bld for the Outlet Cleaners. Please review and sign this acknowledgement no later than Friday April 12, 2013 by 5:00pm. If I do not hear from you by then, I will assume your approval.

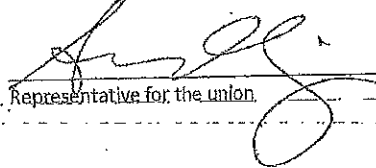
Sincerely,



Julie Fallon,
Market Director, Human Resources

The San Francisco Marriott Marquis (the employer) and UniteHere! Local 2 (the union) agree that this resolution is non-precedent setting and may not be cited in connection with any further grievances, or issues that may arise. Both the union and the employer deem this matter closed.

For UniteHere! Local 2:



Representative for the union

9/24/13
Date

**Memorandum of Understanding
San Francisco Marriott Marquis Hotel and UNITE HERE Local 2
Banquet Department Scheduling**

This Memorandum of Understanding between Unite Here Local 2 and the Marriott Marquis Hotel is intended to establish scheduling procedures after the replacement of vacant positions occurred in October of 2015. Nothing contained herein alters the terms and conditions in the Collective Bargaining Agreement between the parties.

The Employer and the Union agree to the following provisions:

The 12 A list jobs filled effective October 3, 2015 were replaced as the original incumbent in the position held the position with the same number and type of job codes.

When any current full time A rotation positions are vacated, the replacement hire will be placed in the new full time straight seniority B list for each classification. Selection of shifts will occur via straight seniority after the Merged Wheel A and the Merged Wheel B rotations are complete and in the order as defined in the attached bidding rotation document underneath Maria G in rotation #10.

The Merged Wheel A and Merged Wheel B lists that contain primary and secondary coded servers will not be refilled or expanded in the future.

Side Letter #36 in the collective bargaining agreement effective September 2002 remains in effect with the following clarifications as stated below:

36. In the event that a full time banquet associate, [defined as someone on the Merged Wheel B List as of April 2016] as of the date of this Agreement, applies for and is awarded a job of [Full Time] Banquet server, that person shall join the "A" rotation, [Merged Wheel A List] as the least senior on the rotation, as described in Section 5, BIDDING AND SCHEDULING.

Future job vacancies for Banquet Bartenders will include replacement on the bottom of the A list for Bartender shifts via straight seniority. Bidding for Server shifts will take place in the rotation on the Full Time Bartender B list immediately after Full Time B list second coded Servers.

There are 4 Barback slots and all are full time positions. Each Barback position has a secondary code as a Back Aisle and a third code as a Banquet Server with the right to

complete a full complement of 10 shifts in any combination of classifications based on work available. Available Barback and Back Aisle shifts (in that order) must be accepted before bidding on available Banquet Server shifts can take place.

Mireya Garcia's position #13 A List Coffee Break Server, will be maintained in the A rotation. Future vacancies in this list will be replaced as A list and retain the A list position on the scheduling rotation. Side letter #37 in the collective bargaining agreement defines the coffee break list as follows:

37. Two (2) coffee break attendants positions shall be added for a total of fifteen (15) steady banquet coffee break attendants. These two (2) shall constitute the first two (2) attendants in the "B" rotation for the purposes of bidding for work.

Brian MacKenzie will maintain his primary code as B List Fulltime Coffee Break Server and maintain the opportunity to bid in silo #9 as noted on the Bidding Rotation document and has transferred his secondary code to a B List PT Server #4.

Pop ups will be assigned as the current rotation process exists for the A List PT Servers. The B List PT Server positions will be offered pop-ups by straight seniority.

The attached bidding rotation document is used for the weekly bidding process in the department and reflects the following:

The job classifications to be scheduled are:

Fulltime Coffee Break A List
Fulltime Coffee Break B List
Fulltime A List Back Aisle Attendants
Fulltime B list Back Aisle Attendant
Side Letter 30 Back Aisle Attendants
Part time B list Back Aisle Attendant/Server
Fulltime A List Bartender
Fulltime B List Bartender
Part Time Bartender
Fulltime A list Barback/Aisle/Server
Fulltime B list Barback/Aisle/Server
Fulltime A list Server
Fulltime B List Server
Part time A List Server
Part time B List Server
Pool A list Server
Pool B list Server



The bidding/scheduling rotation order is as follows:

1. Fulltime Coffee Break A list Servers via seniority
2. Fulltime Barback A List via seniority
- 2A. Fulltime Barback B List via seniority
3. Fulltime Back Aisle A list via rotation
- 3A. Fulltime Back Aisle B list via straight seniority
- 3B. Side letter #30 FT Back Aisle via straight seniority - C List
- 3C. Fulltime Barback B list via straight seniority for Second Code Back Aisle Shifts
- 3D. Part Time Back Aisle B list via straight seniority
- 3E. Pool Status Back Aisle list via straight seniority – C List
4. Fulltime Bartender A list via rotation (1-5) & straight seniority (6-7) as is current practice
- 4A. Fulltime Bartender B list via straight seniority
- 4B. Part time B list Bartender via straight seniority
5. Fulltime Server A list via rotation
6. Fulltime Merged Wheel A list via rotation – A list Servers & Bartenders for Second Code Server Shifts
7. Fulltime Merged Wheel B list via rotation – A list Servers, Bartenders and Back Aisles for Second Code Server Shifts
8. Coffee Break A list Servers for Banquets Server Shifts via rotation
9. Fulltime Coffee Break B list Server current practice for Coffee Break Shifts only
10. Fulltime Server B List via straight seniority
11. Fulltime Back Aisle B List via straight seniority for Second Code Server Shifts
12. Fulltime Bartender B list via straight seniority for Second Code Server Shifts
13. Fulltime Barback B list via straight seniority for Third Code Server Shifts
14. Part time B list Bartender via straight seniority for Beverage Shifts only
15. Part time Server A list
- 15A. Fulltime Barback B list for Third Code Server Shifts
16. Part time Server B list
17. Pool Server A list
18. Pool Server B list

Side Letter 30 in the collective bargaining agreement remains as is stated below and this MOU is not intended to change that original language.

30. With respect to back aisle attendants in the Banquet Department, the parties agree as follows:
 - (a) The Employer may create and fill two (2) additional fulltime back aisle attendant positions. These two (2) back aisle attendants shall bid for work on a second, separate daily rotation from the current incumbent fulltime back aisle attendants.



These two (2) new back aisle attendants shall bid after the current fulltime back aisle attendants have selected enough shifts for fulltime work and prior to part-time aisle attendants choosing their shifts on their rotation.

- (b) In the event that the two (2) new fulltime back aisle attendants do not receive enough work to fill out a fulltime schedule, they shall be allowed to bid for work in accordance with their previous rotation, i.e., part-time or pool, or other classifications.

For the Hotel:

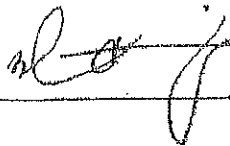


Julie Fallon

7/13/16

Date

For the Union:



Mariana Wong

7/11/2016

Date

This letter serves as a place to document side letters involving individual bargaining unit members that were noted in the original memorandum of understanding created by the parties in 2002 or in subsequent grievance meetings or negotiations.

The agreements in this document do not reflect all of the settlement agreements or side letters created between the Hotel and the Union between 2003 and 2018.

Sincerely,

Julie Fallon
Director of Human Resources
San Francisco Marriott Marquis

MEMORANDUM OF UNDERSTANDING

Subject to ratification by UNITE HERE! Local 2 membership, as provided for in its Bylaws and Constitution, this Memorandum of Understanding ("MOU") is a final agreement by and between UNITE HERE! Local 2, affiliated with UNITE HERE! International Union (hereinafter referred to as the "Union") and the San Francisco Marriott Marquis, Courtyard Marriott, Marriott Union Square, W Hotel, St. Regis Hotel and Westin St. Francis Hotels (hereafter, "The Hotels"). The following modifications and amendments will be made to the Agreement that expired on August 14, 2018 and shall be in effect for the term of the new Collective Bargaining Agreement in effect between these parties unless other effective dates or a different duration is provided for particular sections of the agreement as stated below or in the underlying agreement. All contract section references are to the 2013-2018 "Red Book" unless otherwise noted.

- I. **Immigration (Section 11: Change of Status / Immigration, new "q")**

(q) 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.

- II. **Employee Safety (Hotel Service Department, Section 2 Room Cleaners, new Section "q"; Dining Room Department, Section 17 Room Service, new "I")**
 1. The Employer 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 Hotel no later than the end of the 2019 calendar year.



2. The Hotel 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 Hotel shall inquire for the name of the guest if that information is not included in the initial notice to the Hotel. If the Hotel is unable to learn the name of the guest, the Hotel shall learn and record as much identifying information about the guest as is reasonably possible. The Employer 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 Hotel 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 Employer learns that any guest on the list is staying at the hotel, the Employer shall notify the Union and any housekeeper, room server 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 Employer reserves the right to assign a non-bargaining unit employee to service the room.

3. Upon receipt of an allegation of sexual assault or other criminal conduct by a guest against an employee, the Hotel 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.

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

5. 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.



III. Neutrality (Section 5 Hiring, new "s")

(s) 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.

IV. Pregnancy Accommodation (Section 16 Pregnancy Disability, new paragraph)

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.

V. Orientation (Section 5 Hiring, add new paragraph to "p")

Upon request by the Union, Union representatives shall be afforded the opportunity to meet with new hires for thirty (30) minutes during the new employee orientation session, 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. 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.



VI. **Other Modifications to Red book**

- A. **Other Funds:** Amend existing contribution reallocation provision to include the Education Fund. (*Section 24 Health and Welfare and Pension, 25.5, add to Child Elder and Legal*)
- B. **Modify Section 9 “No Discrimination”** to include gender identity.
- C. **Delete Section 16(j) “Safety and Health”**- Subcommittee not in existence; no longer applicable
- D. **Delete Section 1(d)9 “Pilot Project”**: language obsolete
- E. **Modify Section 7(d) “Posted Job Vacancies”** to read as follows:
 - (d) The Employer reserves the right to withdraw the posted job vacancy and to be the sole judge, and consistent with its obligations under Section 6 above, of an applicant’s qualification for filling a job vacancy.
- F. **Term:** 8/14/18 thru 8/14/22
- G. **Successorship:** Parties meet within 30 days following ratification to reconcile the existing successorship documents.
- H. **Modify Section 12 “Grievance Procedure”** to read as follows:

Step 3.

- (a) If the grievance is not satisfactorily resolved at Step 2, the Union may file a written request for a Grievance Mediation hearing within seven (7) days of the Step 2 response. If there is no response from management under Step 2, the Union shall have ten (10) days from the date of the Step 2 meeting to submit the written request. The written grievance shall set forth the facts giving rise to the dispute including the date and person(s) involved and designate the grievance as well as the remedy sought.
- (b) The Grievance Mediation shall be held within sixty (60) calendar days of the written request subject to mediator availability.
- (c) The Grievance Mediation shall consists of two (2) management representatives and two (2) union representatives plus a neutral mediator who shall act as Chairman and who shall mediate the dispute in an attempt to have the parties reach a settlement. The manager



involved in the incident or circumstances giving rise to the dispute should be present at the Grievance Mediation.

(d) The Grievance Mediation shall be governed by the following rules:

1. The grievant shall have a right to be present at the Grievance Mediation.
2. Each party shall have one (1) principal spokesperson.
3. Outside lawyers or consultants shall not participate in a Grievance Mediation.
4. Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing.
5. Proceedings shall be informal in nature. The presentation of evidence is not limited to that presented at earlier steps of the grievance procedure. The rules of evidence shall not apply and no formal record of the Grievance Mediation shall be made.
6. The mediator shall have the authority to meet separately with any person or persons but will not have the authority to compel a resolution of a grievance.
7. If no settlement is reached, the mediator shall provide the parties with an immediate written advisory decision, if the practice is permitted.
8. The mediator shall state the grounds for his/her advisory decision.
9. The Grievance Mediation shall have no power to alter or amend the terms of the Collective Bargaining Agreement.
10. The cost of the mediator shall be split between the Hotels and the Union, if the parties mutually agree to a paid mediator.

(e) As an alternative, by mutual agreement in advance of the Grievance Mediation hearing, the neutral fifth (5th) person may be designated a mediator/arbitrator who will attempt to mediate the dispute. In the event a mediated settlement cannot be reached, the decision of the mediator/arbitrator shall be binding on both parties.



(f) The parties may, by mutual agreement prior to the Grievance Mediation hearing, agree that the case may be heard without a neutral fifth (5th) person.

(g) Grievance Procedure for Employer/Union. The Employer and/or the Union shall be free to file grievances as described in (a) hereof directly with the other party. The initial consideration of such grievances shall commence with the Hotel Grievance Mediation as provided for in Step 3.

VII. Modify General Rules Section 1(d)3 "Extra List Workers" to read as follows:

3. Extra List Workers: On a hotel by hotel basis, after ratification, the Union and each hotel shall by mutual agreement determine for which classifications (excluding those classifications listed in #1 above) extra lists will be created. Extra lists that are already in place shall continue as modified below. Employees currently on a hotel's extra list shall have the right to keep their place on said lists, except where an employee is on more than one list at a given hotel. Such employees shall have to choose which list they will remain on. Extra List employees are allowed to be on only one list and work in only one classification at a given hotel.

Such lists shall be arranged in seniority order. The seniority order shall be determined by an individual's placement on an extra list as established after the 1999 contract negotiations, (i.e. the order on a current list shall be the seniority order with individuals added thereafter assigned according to their hire date.). The creation of a new extra list and the seniority of such list shall be by mutual agreement.

Consistent with Section 5. Hiring (c) and (d) of the CBA, Extra List employees must show proof of current Union affiliation (union member stamp book, dues deduction on a pay stub or dispatch slip) in order to be on an extra list and work at a given hotel. Such employees shall be required to complete Union membership application forms within 30 days of commencing employment. If after 30 days an extra list employee has not done so, the Union shall notify the hotel that the employee is not in compliance with this agreement. After two (2) days (excluding weekends or holidays) from receipt of notice, if such employee has not complied with this section, he or she shall be promptly removed from the schedule pending notice from the Union that the employee has made arrangements to become current in their dues.

Hotels using Extra List employees shall maintain one list per job classification. The number of persons on an Extra List will be determined by the hotel's business needs consistent with the provisions

of the CBA. The application process shall be the standard hiring process at a given hotel.

VIII. **Modify Section 12(c) "Step 4. Arbitration"** to replace Charles Askin with Norman Brand. The Parties will agree to meet within 90-days of ratification to identify up to three (3) additional mutually acceptable arbitrators.

IX. **Modify Section 24.1 "Eligibility" (a) & (b)** to read as follows:

(a) All employees who have worked regularly three (3) hours or more per day, five (5) days or more per week, in at least three (3) weeks of the month immediately preceding the first day of the month for which contributions are due.

(b) All employees who are regularly scheduled for and work two (2) full shifts (a "full shift" is defined as six or more hours) or more per payroll week, in at least three (3) weeks of the month immediately preceding the first day of the month for which contributions are due.

X. **Modify General Rules Section 1(d)6.2 "Extras Become Regulars"** to read as follows:

(2) Qualifying for Benefits: Extra employees on hotel lists qualifying for health insurance and pension benefits for 6 months in a 12-month period based upon their work on one single Extra List at one hotel shall become a regular employee in that classification at that hotel, effective the first of the month following the sixth qualifying month, provided that extra employee desires to become a regular.

XI. **Modify Section 13(f) "Discipline"** to read as follows:

(f) If the report of a "spotter" agency is used as a basis for any discipline involving cash handling, the agency involved must be duly licensed in the State of California. Any disciplinary action shall take place within five (5) days of the receipt of the complete "spotters" report excluding Saturdays, Sundays, holidays, vacations, sick leave, leave of absence, or other authorized leave. The Union shall be provided a complete, un-redacted copy (excluding proprietary information and names of non-bargaining unit employees, except where relevant to the incident that gave arise to discipline) of the full spotter's report.

XII. **Modify Section 13 (a) Discipline** to provide for four (4) days to issue discipline.

AS
An

XIII. Vacation Pay (Section 12.2 Vacations (f))

Vacation pay for non-tipped workers shall be paid at the current hourly rate.

XIV. Leave Sharing (Section 14 Leave of Absence, add new "o")

(o) Employees may participate in Marriott's Leave Sharing Program under the same terms and conditions as the Program is available to all other Marriott employees, when such Program becomes available to SPG hotels in 2019. Employer reserves the right to modify, discontinue or otherwise make changes to this Program without an obligation to bargain with the Union.

XV. Worker Training & Re-employment (Section 3 Job Security, add or replace "b")

It is in the mutual best interests of the Union and the Employer to safeguard the economic well-being of bargaining unit employees affected by layoffs due to changes in business operations by preserving their jobs and work opportunities, and to create a pool of skilled workers available for placement in other or newly created positions at facilities owned and/or operated by the Employer. Therefore, Section 3 shall be amended to provide for the following:

A. Worker Rehire and Retraining List: The Union will create and maintain a Worker Rehire and Retraining List, populated by employees who have been permanently laid-off from bargaining unit positions and prospective employees who have completed Education Fund classification training.

B. In the event the Employer implements any permanent layoffs of bargaining unit employees, the Employer will provide to the Union the names of each all such affected employees, their company seniority and classification seniority (as defined in Paragraph D below), their current address and phone number, and any other information the Union may request. Such affected employees will be placed on the Worker Rehire and Retraining List.

C. Severance: Except for employees permanently laid off due to technology, employees involuntarily and permanently laid off shall be offered a severance agreement with two options:

Option 1: \$3000.00 per year of service, with 12 months of both Welfare and Pension contributions and no recall rights.



Option 2: \$1500.00 per year of service, with 12 months of both Welfare and Pension contributions and 24 months of recall rights.

The Worker Training and Re-employment Provision will not cover employees who accept severance Option 1. Employees who accept severance Option 2 will be placed on the Worker Rehire and Retraining List.

Employees displaced by technology will be covered by the terms of the national technology agreement, and will not be covered by the Worker Retraining & Re-employment Provision during the 24-month job search period provided for in section (v) of that agreement. If, after that 24-month period an employee is permanently laid-off pursuant to section (xi) of that agreement, the employee will be offered a severance agreement with two options:

- a. \$2500 per year of service, with 6 months of health insurance coverage and no recall rights or
- b. \$1500 per year of service, with 6 months of health insurance coverage, and participation in the Worker Rehire & Retraining List as provided below.

D. Job openings:

When any regular position becomes available in a bargaining unit represented by UNITE HERE Local 2 within any hotel, restaurant, food and beverage outlet or other operation that is owned, operated, and/or managed by the Employer within the San Francisco Bay Area that cannot be filled through an in-house bargaining unit transfer pursuant to the provisions in the applicable collective bargaining agreement concerning the filling of vacancies, the Employer shall:

1. Notify the Union of such job opening within five (5) business days;
2. Fill such position with a worker referred to it by the Union from the Worker Rehire List.

Employees shall be referred to fill permanent vacancies under this provision by the following order of priority:

1. *By Company Seniority:* Employees on the Worker Rehire and Retraining List who have previously been employed by the employer requesting referral and have worked in the same classification, or same job by a different title, for which the referral is requested shall receive first priority for referral, by

Company Seniority, defined as an employee's total length of service in any operations conducted by the employer and its affiliates in the San Francisco Bay Area that are covered by a collective bargaining agreement with UNITE HERE Local 2, and not counting any period of time preceding a break of at least one year in continuous service for the employer and its affiliates.

2. *By Classification Seniority:* if no employees are available for referral by Group 1 above, employees who have worked in the same classification, or substantially similar classification, for which the referral is requested for another Employer in the San Francisco Bay Area whose employees are represented by the Union shall have second priority for referral, by Classification Seniority, defined as an employee's total length of service in the classification most recently held by the employee in any operations conducted by the employer and its affiliates in the San Francisco Bay Area not counting any period of time preceding a break of at least one year in continuous service for the employer and its affiliates. An employee referred under this section who within 60 (sixty) days is deemed not qualified to hold the position, shall be returned to the Worker Rehire and Retraining List.
3. *By Classification Training date:* if no employees are available for referral by Groups 1 or 2 above, workers who have received a classification-appropriate training certificate from the Education Fund shall receive third priority for referral, in the order in which the training certificates have been issued. A worker referred under this section shall be subject to Section 5 Hiring.

An employee hired who was eligible for five weeks' vacation under their previous employer shall receive an additional week of vacation with their new employer at the beginning of their third year of employment for a total of five weeks (2 weeks in accordance with the CBA, 2 weeks of supplemental vacation from the Fund, and an additional week paid by the Employer.)

When any permanent position becomes available within any hotel, restaurant, food and beverage outlet or other operation not covered by a collective bargaining agreement, that is owned, operated, and/or managed by the Employer within the San Francisco Bay Area, the Employer may solicit referrals from the Union, using the same process above.

The Employer shall not be responsible or held liable for any referrals made by the Union that fail to comply with the stated order of Company Seniority, Classification Seniority, Classification Training.

E. Training for laid-off employees:

It is agreed that the Education Fund will provide training, job-placement, and any other assistance (including economic assistance) deemed appropriate by the Fund trustees, to individuals who are on the Worker Rehire and Retraining List or who are hired from the Worker Rehire and Retraining List. Consistent with the parties' agreement on Technology, it is understood that training and coursework requirements related to technological change may be offered through the Education Fund.

F. Effective Date:

The effective date of this agreement will be two weeks after Local 2 enters into agreements that are substantially the same as this Agreement with two of the following three companies: Hilton, Hyatt or IHG.

XVI. Third Party Food Deliveries (Dining Room Department, Section 17 Room Service, add new "I")

The Employer shall not permit third-party food deliveries to guest rooms. This section shall not apply to the existing practice at the St. Regis, unless the Employer modifies or discontinues In-Room Dining.

XVII. Grievance Mediation (4th St. and Courtyard only)

- i. 4th Street: The union representatives shall, every six months, be permitted to choose four (4) grievances which shall be heard at the adjustment board level with a mediator.
- ii. Courtyard: The union representatives shall, every six months, be permitted to choose two (2) grievances which shall be heard at the adjustment board level with a mediator.

XVIII. Industry Banquet Committee: (Section 22, Industry Banquet Committee) Parties agree to raise cap to \$200,000. It is agreed that moving to the automation of the scheduling process will be a priority.

XIX. Marquis Banquets Subcommittee: (Marquis only) Parties agree to meet within 90 days of ratification to discuss banquet issues at the Marriott Marquis.

XX. Food & Beverage Gratuities (Dining Room Department Section 10 Gratuities "g")

Hotel agrees to 18% automatic gratuity on parties of 6 or more.

Hotel will include the 15% automatic gratuity on breakfast coupons in the CBA.

Within 60 days of ratification, the Hotel will add suggested gratuity percentages of 15/18/20 percent with corresponding dollar amounts above the signature line on guest checks for parties of 5 or less. The suggested amounts will be based on the full check amount (excluding taxes) before any coupons or other discounts are deducted.

XXI. Quarter Century Club (no Red Book reference)

Hotel will confirm in CBA the availability of the Quarter Century Club for bargaining unit employees, on the same terms and conditions as the benefit is available to all other Marriott associates on a national basis. The Employer may discontinue or modify this benefit without negotiation with the union so long as the benefit is modified or discontinued for Marriott associates on a national basis. The Union shall have no right to grieve this decision.

XXII. Transportation

In response to the transportation issues created by the construction on the BART system, the Employer proposes to create local hotel joint committees to identify the actual number of regular BART riders impacted by the change from a 3 am to 5:30 am open, to review transportation alternatives identified by the city, and to identify hotel specific solutions to include schedule adjustments, transportation or parking subsidies, shuttles or other transportation alternatives such as carpooling incentives.

It shall be the intent of the labor management committee to identify ways to accommodate workers for the inconvenience, which will result from the BART retrofit project on the Trans-Bay Tube.

XXIII. Marquis Into Local 2 Welfare Fund

Upon request by the Union after August 14, 2020, the parties shall re-open negotiations over employees changing from the Marriott healthcare plan to the union health care fund, provided that only



employees with 10 or more years in the union pension plan may be permitted to make such a change.

XXIV. Housekeeping

(a) Effective 8/14/2019, modify Section 2. Room Cleaners (red book), paragraph 3 as follows – replace (9) checkouts/2 room drops with (8) checkouts/2 drops – (same change to Section 1 (c) of Marquis/CTYD).

(b) Limits on "Choice" or "Green" Programs

Marriott may continue or implement the "Choice" or "Green" program in any hotel in San Francisco where housekeeping employees are represented by UNITE HERE, subject to the language for the CBAs shown below. Changes will be effective January 12, 2019.

(c) Language for CBAs:

The Employer 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, 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 1.25 times the ordinary credit for the type of room being cleaned. The 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.

Effective August 14, 2020, Housekeepers cleaning a room under this program which has not received housekeeping service for two (2) or more consecutive preceding days shall receive 1.33 times the ordinary credit for the type of room being cleaned. The 1.33-time credit is intended to reduce one (1) room from base quota for every three (3) MAGC rooms cleaned; no partial credit is intended.

XXV. Arbitration of Post Expiration Grievances:

Hotels agree to arbitrate post-expiration grievances consistent with the CBA timelines (time limits tolled during the period October 4, 2018 through December 3, 2018).

XXVI. Economics

1. Annual Allocations and Increases:



Year 1 (August 11th in year 1 and closest Saturday to August 14th for each subsequent year of the CBA):

- Health Fund - \$50 per month (effective with September contributions / August hours)
- Pension Fund - \$25 per month (effective with September contributions / August hours)
- Wages - \$1.75 Non-tipped/\$1.00 Tipped
- Bell/Door - \$1.25 in addition to non-tipped increase
 - Non-tipped increases through the end of the contract, with the understanding that the non-tipped increases will end at the conclusion of the agreement.
 - The vacation rate will be two times the San Francisco minimum wage rate.
- Busser – \$1.25 in addition to the non-tipped increases.

Year 2

- \$1.45 Package (Total sum to be allocated by Local 2 for all wage and union benefit fund increases, except for additional Pension, Bell/Door and Busser increases provided for below).
- Bell/Door - \$1.25 in addition to non-tipped increase
- Busser - \$1.25 in addition to non-tipped increase

Year 3

- \$1.45 Package (Total sum to be allocated by Local 2 for all wage and union benefit fund increases, except for additional Bell/Door increases provided for below).
- Modify Section 9(a) of the Dining Room Department as follows: increase the service charge for banquets to 75% of 20%
- Bell/Door - \$1.00 in addition to non-tipped increase
- Busser – return to tipped increase

Year 4

- \$1.05 Package – 8/14/21 (Total sum to be allocated by Local 2 for all wage and union benefit fund increases).
- \$.50 Package – 3/13/22 (Total sum to be allocated by Local 2 for all wage and union benefit fund increases, except Pension and Bell/Door increases provided for below).
- \$80.00 to Union Pension, effective for March 2022 contributions.
- Bell/Door – Non-tipped increase



2. The Union shall allocate the following package increases for that year to hourly wage rate increases and benefit fund contribution increases in its sole discretion, but may not allocate to any fund to which the Employer has not agreed to contribute:

08/17/19	08/15/20	08/14/21	03/13/22
\$1.45	\$1.45	\$1.05	\$0.50

3. The dollar amounts of the package increases shall not be altered by time-weighting of the effective dates of the allocations made by the Union.
4. For purposes of allocation of the total economic package increases, the following monthly contributions shall be converted to cents-per-hour by dividing the monthly increase by 154. It is provided, however, that if the plan eligibility rules are changed to reduce the number of bargaining unit employees who are eligible to participate in the plan, then the parties shall negotiate whether the foregoing divisors should be adjusted to reflect the effects of the change(s). During said negotiations, all other provisions of this Agreement and the Successor Labor Agreement (including, but not limited to the no strike/no lockout provisions), shall continue in full force and effect.
5. Eighty percent of the total bargaining unit hours are presumed to be worked by non-tipped employees and 20% by tipped employees. Tipped employees shall receive 50% of the wage increases received by non-tipped employees. The overall wage increase allocated by the Union shall be distributed to non-tipped and tipped employees in proportion to the 80% / 20% presumed hours, by dividing the amount of the overall wage increase by 0.9 to determine the non-tipped wage increase and dividing the resulting amount by 2 to determine the tipped wage increase.
6. The Union shall advise the Employer of each allocation at least thirty (30) days prior to the effective date of the allocation, provided that if the Union's notice to the Employer is less than thirty (30) days, the Employer will not be excused from paying the increases as allocated by the Union unless there is actual prejudice to the Employer by the delay and then the Employer may be excused only for a period of time equal to the length of the Union's delay in giving notice.
7. Each annual total economic package increase to be committed by the Employer as set forth herein is an absolute maximum. Notwithstanding any change in applicable law or in conditions or circumstances, whether contemplated by the parties or not, including

but not limited to changes in circumstances relating to the implementation of or modifications to applicable laws regulating health care or benefit fund funding requirements, the amount of the annual total economic package increase shall not exceed the amounts set forth above, or otherwise provided for in this MOU.

8. In no event shall any provision in a Labor Agreement, Successor Labor Agreement, Memorandum Agreement, Side Letter or any other such agreement, including but not limited to any provision in any such agreement purporting to guarantee or ensure minimum or specified health and welfare or pension contributions or benefits or minimum reserve levels, result in an annual total economic package increase in excess of the amounts set forth above, or otherwise provided for in this MOU. Any and all such provisions shall be modified to ensure that the Employer receives the full benefit of this subsection.
9. The total economic package increase shall not be increased by any actions of the plans. Each annual allocation shall be subject to any required approvals of applicable Health and Welfare, Pension, or other benefit fund(s). In all circumstances in which a Benefit Fund requires contributions greater than those allocated by the Union (whether by operation of a Rehabilitation Plan, by law or otherwise), the additional required contribution shall be diverted from the wages of employees on whose behalf contributions to the funds are made or, to the extent permitted by law and by the applicable trust funds, from other Benefit Funds to which the Employer contributes pursuant to the Successor Labor Agreement. To the extent that the implementation of this Agreement would result in the Employer failing to comply with minimum contribution or funding requirements or other requirements of a Benefit Fund, or any legal requirement relating to any of the Benefit Funds, or if for any reason any Benefit Fund refuses to accept the terms of this Agreement or the Successor Labor Agreement, the Union shall promptly take all necessary steps (including but not limited to agreeing to diversions from or reductions to wages) so as to permit the Employer to comply with all such requirements without any increase to any annual total economic package and without the Employer incurring any other costs or liabilities of any kind, provided that the Union shall in no event be responsible in whole or part for any pension fund withdrawal liability of the Employer unless the Employer's withdrawal is caused by a Benefit Fund rejecting the Employer's continued participation because the Union failed to allocate sufficient contributions to meet the Benefit Fund's standards.



XXVII. Miscellaneous

1. Union agrees to withdraw and seek the dismissal of all unfair labor practice charges filed with the National Labor Relations Board in connection with negotiations and/or strike.
2. M Lounge – If a resolution cannot be reached during bargaining, we will agree to mediation proposal.
3. Marriott agrees to raise at a later date its proposals on Bin 55 and Dual Employees.
4. The parties will meet within 120 days following ratification to discuss the Employer's proposed modification to Section 11, General Rules concerning Combination Work. Any agreement reached shall be reduced to writing and shall modify the successor collective bargaining agreement accordingly. Should the parties not reach any agreements as a result of these discussions, the existing language in the successor collective bargaining agreement shall remain in effect.



SIDE LETTER: Technology

(i) 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.

(ii) 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.

(iii) 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 165-day period. The Employer shall not implement any technology unless the Employer has carried out these duties to the Committee.

(iv) 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.

(v) Any employee displaced due to technological change shall be entitled to recall to the classification from which the employee was displaced for 24 months following the date of displacement and to preference for other job openings at the hotel where the new technology is implemented in or out of the bargaining unit, after all other preferences possessed by incumbent employees at the hotel have been exercised but before new employees are hired, provided the employee is qualified for the position or can be qualified in a reasonable period of time with adequate training provided by the Employer. Preference in hiring also will be given to any employee displaced due to technological change, who applies for another position for which he or she is qualified, at other 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 the employee was displaced.

(vi) 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.

(vii) 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.

(viii) 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

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the hotel from which he or she was displaced, the provisions of that hotel's collective bargaining agreement shall apply.

(ix) 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.

(x) 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.

(xi) 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 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. This paragraph does not affect severance arrangements between the Employer and Locals 2, 5, 2850.¹

(xii) 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

¹ The parties agree that the existing severance amount between Marriott and Local 2 is \$2500 for every year of service; between Marriott and Local 2850 is \$1300.



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.

(xiii) The effective date of this Agreement will be two 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 of the following three companies: Hilton, Hyatt or IHG.

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SIDE LETTER: Food and Beverage Operations (or add to existing Food & Beverage Operations (Section 21 Joint Study Teams or Section 20 Relations))

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 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 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.

Available Space (Include in F & B Side Letter of Add New Sub-Section to existing F & B provisions)

This section shall apply to two pilot food and beverage outlet projects; one in Boston and the other selected by mutual agreement of Marriott and UNITE HERE International Union within 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 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 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 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 outlets will be opened at Marriott-managed properties on Kauai or Waikoloa.

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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 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.

SIDE LETTER: Food & Beverage Outsourcing

Upon request by the Union, the Employer shall meet to review food products outsourced in the kitchen. It shall be the intent of the parties to produce high quality, fresh food items in-house. Further, no current bargaining unit positions shall be supplanted or eliminated as a result of outsourcing food products without the agreement of the Union. The Employer shall not be obligated, except by mutual agreement, to eliminate, reduce or bring back in-house any current food product outsourcing existing as of the date of this Agreement. Nothing in this Agreement is intended to undermine or contradict the food and beverage agreement, dated October 31, 2018.

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SIDE LETTER: San Francisco Minimum Wage Ordinance Waiver

Effective July 1, 2019, and each July 1st thereafter for the life of this Agreement, the parties expressly and affirmatively waive the San Francisco Minimum Wage Ordinance through the annual allocation on August 14th. The Union then has the option on August 14, 2019, and each August 14th thereafter for the life of this Agreement, to allocate the necessary funds to meet the requirements of the San Francisco Minimum Wage Ordinance or the waiver remains in full force and effect until the next August 14th.

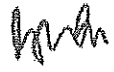
SIDE LETTER: Bussers

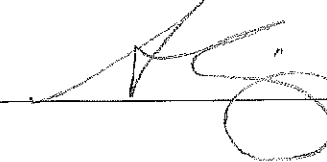
Notwithstanding the provisions of sub-section XXVI(1) of this Agreement, bussers at the W San Francisco will receive non-tipped increases plus \$1.25 in year one, effective August 11, 2018, and tipped increases thereafter until the city-wide busser rate equals their rate of pay.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands.

MARRIOTT INTERNATIONAL, INC.

UNITE HERE LOCAL 2

By: 

By: 

Its: Senior Director, Labor

Its: President

Date: 2/25/19

Date: 2/26/19

