

SETTLEMENT AGREEMENT

THIS is a Settlement Agreement between: Unite Here Local 2 (“Union”) and the San Francisco Marriott Marquis, W San Francisco, Westin St. Francis, Marriott Union Square, St Regis San Francisco, (“Employer or Marriott Hotels”).

WHEREAS, the Union filed grievances related to the manner in which the Marriott Hotels provided meals during the COVID-19 Emergency.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration as hereinafter recited, the adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. The Parties agree that if the individual Marriott Hotel was closed for business, there is no back pay, pension credits, or any other past benefit fund contributions owed to any employee for that period of time.
2. The Parties further agree that no back pay will be owed to any employee for any reason prior to September 04, 2021.
3. The Parties agree that during the period an individual Marriott Hotel received meals from an outside source that Hotel will compensate monthly pension credits and back pay for one cook, one steward, and one cafeteria attendant, for two shifts per week until the Hotel ceased the disputed practice (subject to paragraphs 1 and 2).
4. The Parties agree that if pre-pandemic, a Hotel can demonstrate the hotel provided meals with less staffing than one cook, one steward, and one cafeteria attendant, the Hotel will compensate pension credits and back pay at the particular Hotel’s regular staffing level.
5. Within 60 days of the execution of this Settlement Agreement, the parties will meet and confer to determine which individuals and how many (if any) will be compensated back pay and pension credits. The Hotels will have 30 days from the date when these agreements are reached on pension credits to make any applicable pension contributions.
6. Back pay will be paid in a gross amount, based on then applicable wage rates, less applicable taxes and other lawful deductions.
7. The Union agrees to withdraw all grievances related to meals at each Marriott Hotel with prejudice.
8. The Union and Marriott agree that this Agreement is non-precedential and shall not be asserted as evidence or precedent in any action, grievance, arbitration or contract dispute other than an action or proceeding to enforce the terms of this Agreement.

9. This Agreement is a compromise of disputed claims and shall never at any time for any purpose be considered as an admission of a violation of the Parties' Collective Bargaining Agreement or of any unlawful or wrongful conduct by either Party.

10. This Agreement may not be modified, altered or changed except upon express written consent of both Parties. This Agreement represents the complete understanding between the Parties. No other promise or agreement shall be binding or shall modify this Agreement unless signed by both Parties hereto. This Agreement is made in the State of California and shall be interpreted under the laws of the State of California. Its language shall be construed as a whole, according to its fair meaning and not strictly for or against either party.

EMPLOYER

UNITE HERE LOCAL 2

By: DocuSigned by:
ES WALLA
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By: 

Its: Corporate Counsel, Marriott International

Its: ^{AP} President 

Date: 09/16/22

Date: 9/20/22