

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, The Clancy, Marriott Union Square, St Regis San Francisco (“Employer or Marriott Hotels”).

WHEREAS, grievances were filed for alleged violations for Vacation, PTO, and ESL accruals during COVID-19 related forced and temporary layoffs

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 employees will be provided their full annual allocations of PTO and ESL (if applicable) during their initial temporary and forced COVID-related layoffs. Employees will also be provided 3 additional months of Vacation accruals during their temporary and forced COVID-related layoff for a total of 9 months of Vacation accruals. (example: annual vacation allocation for a particular employee is 4 weeks. This employee was initially provided with 2 weeks of vacation, and shall be provided 1 more week). Employees will not accrue any additional vacation days during their initial temporary and forced Covid-related layoff occurring after the conclusion of these three additional months.
2. Employees who have been recalled from their initial temporary and forced Covid-related layoff and then experience a new temporary and forced layoff between August 14, 2022 and August 14, 2024 will be provided their full annual allocations of PTO and ESL (if applicable) during their new temporary and forced layoffs. Employees will also be provided 3 additional months of Vacation accruals during their temporary and forced layoff. (example: annual vacation allocation for a particular employee is 4 weeks. This employee will be provided 1 week). Employees will not accrue any additional vacation days during this new temporary and forced layoff after the conclusion of these three additional months.

The parties understand and agree that the treatment of PTO, ESL (if applicable), and Vacation accruals for employees experiencing a temporary forced layoff described in paragraphs 1 and 2 applies only to the forced Covid-related layoffs occurring on or after March 2020 and to any new forced layoffs occurring between August 14, 2022 and August 14, 2024, and this practice will terminate effective August 14, 2024 unless the parties agree otherwise. The parties further understand and agree that both the Union’s and Marriott’s prior positions with respect to accrual during a forced layoff period are maintained without prejudice in the event the agreement is not renewed or extended.

3. Employees who were recalled from their initial temporary and forced Covid-related layoff, who returned to work, and who were actively on the Hotel’s payroll for 12 months prior to their anniversary date will receive their full

vacation entitlement on such anniversary date. (Example: an employee with 20 years of service and an October anniversary date is recalled to work in October of 2021, and therefore receives 5 full weeks of vacation in October of 2022).

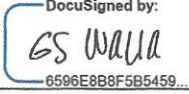
Employees who were recalled from their initial temporary and forced Covid-related layoff, who returned to work, and who were actively on the Hotel's payroll for fewer than 12 months prior to their anniversary date will receive a prorated amount of their full vacation entitlement on such anniversary date. (Example: an employee with 20 years of service and an August anniversary date is recalled to work in February of 2022, and therefore receives 2.5 weeks of vacation in August of 2022).

4. Any and all unused vacation time that was earned and accrued prior to August 15, 2018 will be paid using the formula in the parties Collective Bargaining Agreement dated August 14, 2014 through August 15, 2018, and will not be paid at the employees' current wage rate. All unused vacation time that was earned and accrued August 15, 2018 or later will be paid at the employees' current wage rate.

The Union expressly waives the provisions of California Labor Code 227.3 that states employees shall be paid vacation at their final rate of pay upon termination for vacation time earned accrued prior to August 14, 2018, and shall agree to execute a separate waiver covering the same.

5. The Union agrees to withdraw all grievances related to the Vacation, PTO, and ESL accrual with prejudice.
6. The Union and Marriott Hotels 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.
7. 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.
8. 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

By: 

Its: Corporate Counsel, Marriott International

Date: 09/16/22

UNITE HERE LOCAL 2

By: 

Its: Grainante Officer

Date: 9/20/22