

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”).

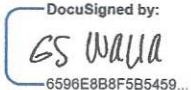
NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration as hereinafter recited, the adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. The Parties agree that Grievances filed for an alleged violation of the San Francisco Daily Cleaning Ordinance at the Marriott Hotels are withdrawn with prejudice.
2. The Parties further agree that any grievances filed against Marriott Hotels on the issue of daily cleaning are withdrawn with prejudice.
3. The Parties further agree that all COVID related grievances filed against the Marriott Hotels prior to ratification of the successor 2022-2024 Collective Bargaining Agreement will be withdrawn with prejudice unless otherwise stipulated or agreed. The Union’s consent to withdraw said grievances does not constitute acknowledgment or acceptance of the practices, changes, or behaviors at issue therein, and the Union reserves to right to file grievances for any potential violations occurring in the future. These include but are not limited to:
 - a) Failure to provide meals per the CBA at all Marriott Hotels
 - b) Overtime, Recall, and Scheduling grievances at all Marriott Hotels
 - c) Management performing bargaining unit work at all Marriott Hotels
 - d) Job combination and cross-classification grievances at all Marriott Hotels
4. The Union agrees to withdraw without prejudice its grievance concerning a violation of Section 3 Job Security; Successorship and Subcontracting, Worker Training & Re-employment (Severance) at all Marriott Hotels.
5. The parties agree that all requests for information made by both parties in connection with the 2022 negotiation of the collective bargaining agreements between the Union and the Marriott Hotels, including requests for information related to the Owners of such Marriott Hotels are deemed withdrawn and or resolved and neither party has any continuing obligation to produce information in response to such information requests.

6. 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.
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

UNITE HERE LOCAL 2

By: 
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By: 

Its: Corporate Counsel, Marriott International

Its: 

Date: 09/16/2022

Date: 9/20/22