

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WESTIN DETROIT  
METROPOLITAN AIRPORT

AND

**UNITEHERE!**

LOCAL 24

300 RIVER PLACE, SUITE 2700  
DETROIT, MI 48207-4472

EFFECTIVE MAY 1, 2014 THROUGH APRIL 30, 2017





# Table of Contents

AGREEMENT .....	1
TOTAL QUALITY .....	1
POSITIVE LABOR RELATIONS .....	1
ARTICLE 1 .....	1
RECOGNITION - UNION MEMBERSHIP .....	1
ARTICLE 2 .....	2
RECOGNITION OF UNION RIGHTS AND RESPONSIBILITIES .....	2
ARTICLE 3 .....	4
WORK WEEK - HOURS OF WORK - REPORTING FOR WORK - DEFINITIONS OF FULL-TIME EMPLOYEE, PART-TIME EMPLOYEE AND CASUAL EMPLOYEE .....	4
ARTICLE 4 .....	7
WAGE RATES AND SPECIFIC WORKING CONDITIONS.....	7
ARTICLE 5 .....	8
VACATIONS .....	8
ARTICLE 6 .....	10
HOLIDAYS .....	10
ARTICLE 7 .....	11
HEALTH - WELFARE – PENSION - 401(k) PROGRAM .....	11
ARTICLE 8 .....	13
SENIORITY.....	13
ARTICLE 9 .....	16
GRIEVANCE- ARBITRATION .....	16
ARTICLE 10 .....	18
LEAVES OF ABSENCE.....	18
ARTICLE 11 .....	19
RECOGNITION OF WESTIN AND EMPLOYEE RIGHTS AND RESPONSIBILITIES .....	19
ARTICLE 12 .....	21
LOCKER ROOM.....	21
ARTICLE 13 .....	21
UNIFORMS .....	21
ARTICLE 14 .....	22
COMBINATION JOBS .....	22
ARTICLE 15 .....	22
CROSS TRAINING/ASSIGNMENTS.....	22
ARTICLE 16 .....	22
EMPLOYEE PARKING .....	22

ARTICLE 17 .....22  
    WORK INTERRUPTION .....22

ARTICLE 18 .....23  
    LEASES, SALES, ASSIGNMENTS, AND SUBCONTRACTING .....23

ARTICLE 19 .....23  
    CREDIT UNION / ROTH IRA / AFLAC .....23

ARTICLE 20 .....23  
    BEREAVEMENT .....23

ARTICLE 21 .....24  
    PERSONAL LEAVE DAYS .....24

ARTICLE 22 .....25  
    JURY DUTY .....25

ARTICLE 23 .....25  
    HEALTH AND SAFETY .....25

ARTICLE 24 .....26  
    POLITICAL ACTION COMMITTEE .....26

ARTICLE 25 .....26  
    IMMIGRATION .....26

ARTICLE 26 .....27  
    COMPLETE AGREEMENT .....27

ARTICLE 27 .....27  
    TERM OF AGREEMENT .....27

SCHEDULE A .....29  
    KITCHEN EMPLOYEES - WAGE RATES - WORKING CONDITIONS .....29

SCHEDULE B .....31  
    HOUSEKEEPING AND LAUNDRY EMPLOYEES - WAGE RATES -  
    WORKING CONDITIONS .....31

SCHEDULE C .....33  
    OUTLET EMPLOYEES - WAGE RATES - WORKING CONDITIONS .....33

SCHEDULE D .....35  
    BANQUET EMPLOYEES - WAGE RATES - WORKING CONDITIONS .....35

SCHEDULE E .....38  
    GUEST SERVICES EMPLOYEES - WAGE RATES - WORKING  
    CONDITIONS .....38

SCHEDULE F .....40  
    SERVICE EXPRESS EMPLOYEES - WAGE RATES - WORKING  
    CONDITIONS .....40

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT .....42

## **AGREEMENT**

This Agreement, effective the 1st day of May 2014, between Starwood Hotels & Resorts Worldwide, Inc., operating The Westin Detroit Metropolitan Airport, party of the first part, hereinafter referred to as “Westin,” and UNITE HERE Local 24, AFL-CIO, party of the second part, hereinafter referred to as the “Union.”

### **TOTAL QUALITY**

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

### **POSITIVE LABOR RELATIONS**

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

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

## **ARTICLE 1**

### **RECOGNITION - UNION MEMBERSHIP**

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

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

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

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

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

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

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

**1.3 Check-off.** (a) Westin agrees to deduct monthly membership dues, initiation/reinstatement or other fees in such sums as are established by the Union in accordance with its constitution and by-laws, from the weekly pay of each employee. The amount of the weekly dues deduction shall be determined by the required monthly dues divided by 4.333. No such sums shall be deducted from an employee's wages until the employee has voluntarily signed a card authorizing such deductions. Such assignment shall be irrevocable for a period of one (1) year, or the termination of this Agreement, whichever first occurs. A Union representative shall be afforded the opportunity to meet with new hires for up to thirty (30) minutes, with fifteen (15) minutes being paid time, at the end of Westin's orientation or new hire meetings to present dues check-off/membership forms and other Union information to employees.

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

newly-hired employees to such check-off. Westin agrees to remit the weekly dues for such employees upon the signing of authorization cards by them.

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

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

## **ARTICLE 2**

### **RECOGNITION OF UNION RIGHTS AND RESPONSIBILITIES**

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

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

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

**2.4 Union Conventions.** Duly elected delegates to Union conventions or assemblies shall be excused from work, without pay, for the purpose of attending such conventions or assemblies without any loss of rights or privileges upon reasonable notification to Westin. Time off for local conventions shall not exceed seven (7) calendar days, and time off for International conventions shall not exceed fifteen (15) calendar days, provided that no more than one (1) employee from each department per shift shall be a delegate.

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

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

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

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

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

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

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

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

**3.3 Overtime.** Time and one-half shall be paid for all hours worked in excess of forty (40) hours within the workweek, which is defined as Sunday through Saturday. Additionally, time and one-half shall be paid for all hours worked as required by Westin on the sixth day of work within a workweek, regardless of whether the employee has worked forty (40) hours during the first five (5) days. Double time shall be paid for all hours worked as required by the Westin on the seventh day of work within a workweek. An employee who volunteers to work the sixth



or seventh day of work in a workweek shall only be paid time and one-half for work over forty (40) hours during the workweek. There shall be no pyramiding of overtime. The provisions of this section shall not apply to banquet servers.

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

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

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

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

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

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

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

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

of this paragraph. These reporting pay provisions shall not apply when an employee voluntarily leaves work early, except as provided in Schedule B.

On an employee's day off, he/she will be required to attend Westin-scheduled meetings, only if the Westin guarantees a minimum of four (4) hours' pay at the applicable rate. Under any other circumstances, meetings on the employee's day off shall be voluntary as to that employee.

**3.8 Full-Time, Part-Time, and Casual Employees.** (a) A full-time employee is defined as an employee who works and/or is paid for an average of at least thirty (30) hours per week. The average number of weekly hours shall be measured each calendar quarter. An employee shall not lose full-time status unless the employee fails to meet this thirty (30) hour definition for two (2) consecutive calendar quarters. The Westin shall advise an employee in writing when he/she fails any quarterly test, and further advise the employee of the employee's change of status if he/she fails a second consecutive quarterly test. When business permits, management will strive to provide each full-time employee with forty (40) hours of work each week.

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

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

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

**3.9 Full-Time Banquet Servers.** The Westin shall continue to employ five (5) full-time banquet servers who shall not be subject to the minimum hours requirement to maintain full-time status, provided each server is available when needed for full-time banquet work. These full-time servers shall receive all the benefits of a full-time employee subject to this Agreement, except as otherwise stated (e.g., overtime).

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

**3.11 Part-time Scheduling.** A part-time employee shall be scheduled by seniority for those days left available after all full-time employees have received the scheduled amount of time on which they bid. There may be no specified weekly hours or set schedules for part-time employees; the Westin shall endeavor to notify part-time employees of their work schedules for

the week by Thursday of the preceding week. Part-time employees who have completed their probationary period shall be on a list maintained by the Westin, and their first obligation shall be to work for the Westin.

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

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

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

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

#### **ARTICLE 4**

#### **WAGE RATES AND SPECIFIC WORKING CONDITIONS**

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

	<b>Non-Tipped</b>	<b>Tipped</b>
May 1, 2014	\$0.45	\$0.30
May 1, 2015	\$0.40	\$0.25
May 1, 2016	\$0.40	\$0.25

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

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

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

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

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

## **ARTICLE 5** **VACATIONS**

**5.1 Amount of Vacation.** Full-time employees, upon completion of continuous employment with Westin as set forth below, shall receive vacations with pay as set forth herein. Vacations may be taken in increments as short as one day, subject to the scheduling provisions of section 5.6:

- (a) Employees who have completed one (1) year of continuous service, but less than seven (7) years of continuous service with Westin - two (2) weeks' vacation;
- (b) Employees who have completed seven (7) years of continuous service, but less than twenty (20) years of continuous service with Westin - three (3) weeks' vacation;
- (c) Employees who have completed eighteen (18) years of continuous service with Westin - four (4) weeks' vacation.

**5.2 Computation of Vacation.** Vacation pay shall be computed on the basis of eight (8) hours at the employee's straight-time hourly rate for each day of vacation. Vacation pay for tipped employees (Outlets — beverage server, food server, room service server; Service Express — luggage attendant, night luggage attendant, door attendant, bell captain, valet) shall be one hundred five dollars (\$105.00) per day, which shall be increased to one hundred ten dollars (\$110.00) on May 1, 2015, and to one hundred fifteen dollars (\$115.00) on May 1, 2016. Vacation pay for banquet tipped employees (captains, servers, and bartenders) shall be one hundred fifteen dollars (\$115.00) per day, which shall be increased to one hundred twenty dollars (\$120.00) on May 1, 2015, and to one hundred twenty-five dollars (\$125.00) on May 1, 2016.

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

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

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

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

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

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

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

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

**5.7 Sale of Hotel and Vacations.** In the event Westin sells the Hotel, or by any other means ceases to operate the Hotel, Westin shall pay each of its employees whose periods of employment shall have or will entitle them to a vacation, the cash equivalent of any vacation which said employees shall have earned to the date of the cessation of operations. In the event of the sale of the Hotel, this clause may be waived if the new owner or operator agrees in writing, and the Union is supplied with a copy of such written agreement, to schedule and pay vacations on the basis of employment with Westin bridged to his own period of operations.

## **ARTICLE 6** **HOLIDAYS**

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

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

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

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

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

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

**6.5 Layoff and Holiday Pay.** An employee who has been laid off because of lack of work shall be paid for a designated holiday if said holiday occurs within ten (10) working days of his/her layoff.

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

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

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

## **ARTICLE 7**

### **HEALTH - WELFARE – PENSION - 401(k) PROGRAM**

**7.1 Health Insurance Program.** Full-time employees covered by this Agreement shall be permitted to participate in Starwood's insurance program on the same terms and conditions as all Starwood supervisors, managers, and other employees not covered by this Agreement. The Westin shall not increase the employees' percentage share of the monthly premiums from what is being charged at the time this Agreement is signed, except that the weekly employee co-premium shall not exceed ten percent (10%) of the total premium for employees selecting the employee-only medical plan. The foregoing ten percent (10%) maximum may be increased to twelve and one-half percent (12.5%) on April 1, 2015, and to fifteen percent (15%) on April 1, 2016.

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

During the first three months of 2016, the Union may provide written notice to the Westin to re-open this section 7.1 in order to bargain concerning an alternative health plan, provided that the Union obtains agreement to join in the plan from the employers of a majority of the Local 24 hotel employees. If the parties reach agreement, the new plan will go into effect on April 1, 2016 or a subsequent April 1. Any increased costs in health insurance shall come from adjustments in wages or other benefits (except the pension plan).

**7.2 Pension Plan.** The Westin shall continue to be a participating employer in the UNITE HERE Workers Pension Fund, National Plan ("Fund"). The Westin is a party to the Agreement and Declaration of Trust dated January 14, 1949, as amended, which established the Fund as a jointly administered Union-Management trust fund to provide benefits (in accordance with a written pension plan incorporated herein by reference) for employees of Participating Employers,

which term may include the Fund, the Union or subordinate organizations. The Westin further agrees and consents to the Employer-designated Trustees of said Fund to serve as such in accordance with the aforesaid Agreement and Declaration of Trust.

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

June 2014	\$0.66
June 2015	\$0.70
June 2016	\$0.74
June 2017	\$0.79

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

The Westin shall submit monthly a list showing the names and Social Security numbers of all employees who are compensated by the Westin during the period covered, the number of hours worked or compensated, and the resulting contributions due (the "Contribution Report"). The Trustees may at any time have an audit made by a duly authorized representative of the payroll and wage and other relevant financial records of the Westin in connection with the said contributions and/or reports.

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

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



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

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

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

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

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

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

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

## **ARTICLE 8** **SENIORITY**

**8.1 Definitions.** An employee's "seniority" shall be the period of his/her most recent, continuous service with Westin within the bargaining unit job classification, per department covered by this Agreement, expressed in terms of years, months and days. Westin agrees to

recognize the seniority of an employee in specific job classifications within each department, with full-time employees carrying separate seniority. If two (2) or more employees begin working on the same day, their seniority shall be determined by lot.

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

**8.3 Shift Bidding and Job Vacancies.** Westin shall allow employees to bid schedules by signing a posting at least two (2) times each year, which shall include whenever a permanent full-time vacancy or promotion occurs in a classification covered by this Agreement, excluding those created by leave of absence or vacations, or a new permanent full-time position is created. Posting shall be up for seven (7) calendar days. When skill and ability are relatively equal, the senior bidder, first by department seniority, then by overall seniority, shall have preference over other employees, or other applicants. A successful bidder shall not be eligible to bid upon another position for six (6) months. Temporary vacancies (not to exceed ninety (90) calendar days in duration) may be filled at Westin's discretion.

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

**8.5 Loss of Seniority.** Seniority rights shall terminate if an employee:

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

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

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

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

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

(b) An employee who transfers will continue to accumulate seniority in his original job classification. This seniority shall be recognized only in the event of a layoff in the new job classification, as provided in Section 8.9(d). The employee's seniority in all other job classifications, except the original, shall be based on time spent and will be frozen with each transfer. In the event the original job classification no longer exists, the classification/department into which the employee first transferred shall become the employee's original job classification/department.

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

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

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

(c) When a layoff occurs, the laid off employee will be given preference for any job openings in any department and/or classification before new employees are hired, provided the employee is qualified to perform the work required without training, as determined by the Westin. The involved employee shall be entitled to immediate recall to the department from

which he/she was originally laid off according to his/her seniority, but he/she shall be entitled to only one such recall opportunity on each occurrence.

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

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

## **ARTICLE 9**

### **GRIEVANCE- ARBITRATION**

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

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

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

**9.4 Step Three.** If the representative of the Union is unable to reach a settlement with the Westin of the grievance, then such grievance may thereafter be submitted to arbitration by the

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

**9.5 Selection of Arbitrator.** The Westin shall within fourteen (14) days of receipt of the Union's submission to arbitration either select one (1) of the three (3) arbitrators proposed by the Union or counter-propose three (3) arbitrators acceptable to the Westin. The Union shall within fourteen (14) days of receipt of the Westin's counter-proposal either select one (1) of the three (3) arbitrators proposed by the Westin or request a panel of seven (7) arbitrators from the FMCS. The parties shall then select an arbitrator according to the rules of the FMCS. Upon the appointment of an arbitrator, the subject matter of the grievance shall be submitted to the arbitrator. The decision of the arbitrator shall be final and conclusive upon both parties, and both parties agree to abide by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally between the parties.

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

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

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

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

twelve (12) months, providing the employee has received no written discipline for the same or similar offense, during the last six (6) months of the considered period.

## **ARTICLE 10** **LEAVES OF ABSENCE**

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

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

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

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

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

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

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

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

The Union reserves the right to grieve whenever the granting of a leave under the FMLA may result in a violation of seniority rights or other contract violations.

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

**10.4 Union Leaves of Absence.** The Westin shall permit full leaves of absence for up to a total of six (6) months during any rolling twelve (12) month period for up to two (2) employees at any one time to accept full-time employment with the Union, provided it does not interfere with the efficient operation of the Hotel. The Westin and the Union may mutually agree on alternative arrangements, including the number of employees and timing of Union leaves of absence. While an employee on a Union leave of absence shall not lose seniority, no employee shall accrue or be entitled to any Westin benefits or compensation during the term of such a leave. Employees on a Union leave of absence shall not represent any Starwood employees or be assigned to any Starwood property. Upon completion of service with the Union, the employee shall be returned to his/her former classification at the employee's previous rate of pay, including any contractual increase.

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

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

## **ARTICLE 11**

### **RECOGNITION OF WESTIN AND EMPLOYEE RIGHTS AND RESPONSIBILITIES**

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

- (a) To direct the work force and to determine the policies and methods of operating its business, except as expressly limited by the specific provisions of this Agreement;

- (b) To decide the number and type of machines, equipment, material, products, and supplies to be used or operated;
- (c) To determine the extent to which the hotel and/or its equipment, and the various departments/rooms, and sub-departments/rooms thereof, shall be operated, expanded, reduced, shut down, discontinued, merged, liquidated, subcontracted, or relocated;
- (d) To decide the amount of supervision and direction of the working force;
- (e) To be the sole and final judge of the qualifications of all applicants, with the absolute right to select and determine the employees it will hire;
- (f) To determine staffing levels for a department/room;
- (g) To establish or revise work schedules;
- (h) To introduce new, different, or improved methods and procedures in its operations, and to otherwise generally manage the business;
- (i) To set appearance, grooming, and dress standards;
- (j) To suspend, promote, demote, discipline, and discharge employees for just cause, or to transfer or layoff employees except as expressly limited by the specific provisions of this Agreement;
- (k) To make such rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective and efficient operation of the hotel, and/or the individual departments thereof.

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

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

**11.4 Notice of Lay-off.** If a full-time or part-time employee is laid off due to lack of work for a period of fourteen (14) or more calendar days, the Westin shall notify the employee at



least three (3) calendar days prior to the effective date of the layoff. In the absence of such notice, the Westin shall pay the employee three (3) days' pay.

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

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

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

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

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

## **ARTICLE 12** **LOCKER ROOM**

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

## **ARTICLE 13** **UNIFORMS**

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

**ARTICLE 14**  
**COMBINATION JOBS**

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

**ARTICLE 15**  
**CROSS TRAINING/ASSIGNMENTS**

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

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

**ARTICLE 16**  
**OTHER BENEFITS**

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

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

**ARTICLE 17**  
**WORK INTERRUPTION**

**17.1 No Strike/No Lockout.** The Union and Westin recognize the service nature of the business and the duty of the Westin to render continuous and hospitable service to the public in the way of lodging, food and other necessary accommodations. There shall be no lockouts,

strikes, sympathy strikes, work stoppages or slow downs of any kind (including refusal to cross any picket line) prior to the termination date of this Agreement.

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

## **ARTICLE 18**

### **LEASES, SALES, ASSIGNMENTS, AND SUBCONTRACTING**

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

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

## **ARTICLE 19**

### **CREDIT UNION/ROTH IRA/AFLAC**

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

## **ARTICLE 20**

### **BEREAVEMENT**

**20.1 Funeral Leave.** If death occurs in the immediate family (father, mother, sister, brother, son, daughter, current spouse, registered domestic partner, grandparent, or parent of

current spouse) of an employee, a bereavement leave of three (3) days with pay will be granted to full-time employees for the purpose of attending the funeral. In the event the employee must travel more than two hundred (200) miles from Detroit to attend the funeral (round trip of 400 miles or more), a fourth (4th) bereavement day shall be granted. A tipped employee's bereavement pay shall be computed in the same manner as vacation pay. Westin may require proof of the relationship and death.

**ARTICLE 21**  
**PERSONAL LEAVE DAYS**

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

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

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

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

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

**ARTICLE 22**  
**JURY DUTY**

**22.1 Jury Pay.** Any full-time employee who is called to and reports for jury duty shall be paid by Westin for each day spent in performing jury duty, to a maximum of two (2) weeks, if the employee otherwise would have been scheduled to work for the Westin and is not able to work. For an employee who works a shift that bridges two work days, the employee shall choose whether to work the shift before or after reporting on a day of jury duty, provided the employee gives the Westin as much notice as practicable. Jury duty pay shall be the amount equal to the difference between:

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

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

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

**ARTICLE 23**  
**HEALTH AND SAFETY**

**23.1 Health and Safety.** The Westin will make reasonable provisions for the safety and health of its employees during the hours of their employment. Employees and the Westin will comply with all safety, health and sanitation rules. Concerns regarding the health and safety of the employees will be promptly discussed, investigated and researched.

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

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

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

## **ARTICLE 24** **POLITICAL ACTION COMMITTEE**

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

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

## **ARTICLE 25** **IMMIGRATION**

**25.1 Union Notification.** In the event that a non-probationary employee has a problem with his or her right to work in the United States, the Westin shall notify the Union in writing and, upon the Union's request, agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached. Whenever possible, this meeting shall take place before any action by the Westin is taken.

**25.2 Unpaid Leave.** Upon prior request, employees shall be granted an unpaid leave of absence of up to a total of five (5) days during the term of this Agreement in order to attend Bureau of Citizenship and Immigration Services proceedings and any related matters for the employee only. The Westin may request verification of attendance at such proceedings.

**25.3 Reinstatement.** In the event that a non-probationary employee is not authorized to work in the United States, and his or her employment is terminated for this reason, the Westin agrees to immediately reinstate the employee to his or her former position, without loss of prior seniority (i.e., seniority, vacation or other benefits do not continue to accrue during the period of absence) upon the employee providing proper work authorization within twelve (12) months from the date of termination. If the employee needs additional time, the Westin will rehire the employee into the next available opening in the employee's former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of

twelve (12) additional months. The parties agree that such employees would be subject to a probationary period in this event.

## **ARTICLE 26** **COMPLETE AGREEMENT**

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

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

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

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

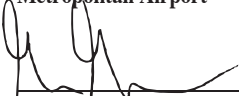
**26.5 Interpretation.** No provision of this Agreement shall be interpreted for or against either party by reason of that party, or its legal representative, having drafted it. The Union and the Westin shall recognize that this Agreement has unique features that may not be applicable to any other Hotel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

## **ARTICLE 27** **TERM OF AGREEMENT**

**27.1 Duration.** This Agreement and all Schedules attached hereto shall continue and remain in full force and effect until April 30, 2017, and neither party shall demand any change in this Agreement and the Schedules attached hereto until the termination thereof on April 30, 2017. This Agreement shall continue in full force and effect from year to year thereafter, unless either party desires to negotiate changes in this Agreement and the Schedules attached hereto shall serve written notice on the other party by certified mail not less than sixty (60) days prior to April 30 of any year after 2016.

In witness whereof, the parties have executed this Agreement as of the 21st day of August 2014.


**The Westin Detroit  
Metropolitan Airport**



---

George Greene  
Vice President, Labor Relations

**UNITE HERE Local 24, AFL-CIO**



---

Heidi G. Hughes  
Staff Director



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

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

**HOURLY RATE EFFECTIVE FOR THE PERIOD FROM:**

	<b>5/1/2014</b>	<b>5/1/2015</b>	<b>5/1/2016</b>
<b>LEAD COOK</b>			
Start	\$15.15	\$15.55	\$15.95
9 Months	\$15.65	\$16.05	\$16.45
18 Months	\$16.15	\$16.55	\$16.95
 <b>COOK</b>			
Start	\$13.75	\$14.15	\$14.55
9 Months	\$14.25	\$14.65	\$15.05
18 Months	\$14.75	\$15.15	\$15.55
 <b>ASSISTANT COOK</b>			
Start	\$12.40	\$12.80	\$13.20
9 Months	\$12.90	\$13.30	\$13.70
18 Months	\$13.40	\$13.80	\$14.20
 <b>CAFETERIA ATTENDANT</b>			
Start	\$12.40	\$12.80	\$13.20
9 Months	\$12.90	\$13.30	\$13.70
18 Months	\$13.40	\$13.80	\$14.20
 <b>STEWARD</b>			
Start	\$12.30	\$12.70	\$13.10
9 Months	\$12.80	\$13.20	\$13.60
18 Months	\$13.30	\$13.70	\$14.10
 <b>STEWARDING LEAD</b>			
Start	\$13.65	\$14.05	\$14.45
9 Months	\$14.15	\$14.55	\$14.95
18 Months	\$14.65	\$15.05	\$15.45

**RECEIVING CLERK**

Start	\$13.45	\$13.85	\$14.25
9 Months	\$13.95	\$14.35	\$14.75
18 Months	\$14.45	\$14.85	\$15.25

**WORKING CONDITIONS**

- (1) There shall be no stations in any of the above-designated grades. An employee occupying a classification in any grade shall be required to perform the work of any other classification in the same grade (and in a lower kitchen grade when necessary).
- (2) Action stations in banquet functions shall be equitably rotated among qualified cooks.
- (3) There shall be no split shifts.

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

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

**HOURLY RATE EFFECTIVE FOR THE PERIOD FROM:**

	<b>5/1/2014</b>	<b>5/1/2015</b>	<b>5/1/2016</b>
<b>ROOM ATTENDANT</b>			
Start	\$12.30	\$12.70	\$13.10
9 Months	\$12.80	\$13.20	\$13.60
18 Months	\$13.30	\$13.70	\$14.10
 <b>PUBLIC AREA ATTENDANT</b>			
Start	\$12.30	\$12.70	\$13.10
9 Months	\$12.80	\$13.20	\$13.60
18 Months	\$13.30	\$13.70	\$14.10
 <b>SEWING ATTENDANT</b>			
Start	\$12.30	\$12.70	\$13.10
9 Months	\$12.80	\$13.20	\$13.60
18 Months	\$13.30	\$13.70	\$14.10
 <b>LAUNDRY ATTENDANT</b>			
Start	\$12.30	\$12.70	\$13.10
9 Months	\$12.80	\$13.20	\$13.60
18 Months	\$13.30	\$13.70	\$14.10
 <b>LAUNDRY LEAD</b>			
Start	\$14.40	\$14.80	\$15.20
9 Months	\$14.90	\$15.30	\$15.70
18 Months	\$15.40	\$15.80	\$16.20
 <b>HOUSE ATTENDANT</b>			
Start	\$12.30	\$12.70	\$13.10
9 Months	\$12.80	\$13.20	\$13.60
18 Months	\$13.30	\$13.70	\$14.10

**HOUSEKEEPING LEAD**

Start	\$14.40	\$14.80	\$15.20
9 Months	\$14.90	\$15.30	\$15.70
18 Months	\$15.40	\$15.80	\$16.20

**WORKING CONDITIONS**

- (1) Room attendants shall clean sixteen (16) rooms in an eight (8) hour shift. Room attendants shall have their workload reduced by one (1) room for: (i) each room that is deep cleaned and (ii) each floor serviced in excess of two (2) floors. Suites 469, 569, 669, 769, 824, 835, 861, 868 shall each be considered two (2) rooms, and suites 827 and 831 shall each be considered three (3) rooms. Additionally, management in its sole discretion may reduce the number of rooms to be cleaned during a shift or assign a house attendant to assist room attendants with their rooms where, for example, rooms are exceptionally dirty. If such assistance is timely requested, but not provided, the workload shall be adjusted accordingly.
- (2) A room attendant shall not be required to clean a VIP room to a higher standard than other rooms without being permitted additional time.
- (3) Room attendants shall be paid a bonus equal to one-half (1/2) of the room attendant's hourly wage rate for each room assigned and cleaned over the above-maximums. The Employer shall seek volunteers for extra rooms to be cleaned within eight (8) hours before resorting to overtime pursuant to section 3.5.
- (4) Room attendants shall receive \$1.40 for each crib or roll-away that they make up or put away when cleaning a room.
- (5) A room attendant shall not be required to move heavy furniture, climb a ladder, or rotate a mattress without being provided assistance.
- (6) Room attendants shall remove room service trays, equipment, and items to the hallway, except where business requires that they be removed elsewhere.
- (7) There shall be no split shifts.
- (8) Any item left in a room by a guest (except alcoholic beverages of brands and size carried by the Westin) and designated as a tip to the housekeeper may be removed via the Package Pass System. Tips shall not be solicited.

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

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

**HOURLY RATE EFFECTIVE FOR THE PERIOD FROM:**

	<b>5/1/2014</b>	<b>5/1/2015</b>	<b>5/1/2016</b>
<b>BARTENDER</b>			
Start	\$9.20	\$9.45	\$9.70
9 Months	\$9.70	\$9.95	\$10.20
18 Months	\$10.20	\$10.45	\$10.70

<b>BEVERAGE SERVER</b>			
Start	\$5.80	\$6.05	\$6.30
9 Months	\$6.30	\$6.55	\$6.80
18 Months	\$6.80	\$7.05	\$7.30

<b>FOOD SERVER</b>			
Start	\$5.80	\$6.05	\$6.30
9 Months	\$6.30	\$6.55	\$6.80
18 Months	\$6.80	\$7.05	\$7.30

<b>GREETER</b>			
Start	\$12.20	\$12.60	\$13.00
9 Months	\$12.70	\$13.10	\$13.50
18 Months	\$13.20	\$13.60	\$14.00

<b>BUS ATTENDANT</b>			
Start	\$10.90	\$11.30	\$11.70
9 Months	\$11.40	\$11.80	\$12.20
18 Months	\$11.90	\$12.30	\$12.70

<b>HONOR BAR ATTENDANT</b>			
Start	\$12.30	\$12.70	\$13.10
9 Months	\$12.80	\$13.20	\$13.60
18 Months	\$13.30	\$13.70	\$14.10

## **ROOM SERVICE SERVER**

Start	\$5.80	\$6.05	\$6.30
9 Months	\$6.30	\$6.55	\$6.80
18 Months	\$6.80	\$7.05	\$7.30

## **SERVICE CHARGES**

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

## **WORKING CONDITIONS**

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

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

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

**HOURLY RATE EFFECTIVE FOR THE PERIOD FROM:**

	<b>5/1/2014</b>	<b>5/1/2015</b>	<b>5/1/2016</b>
<b>CAPTAIN</b>			
Start	\$7.85	\$8.10	\$8.35
9 Months	\$8.35	\$8.60	\$8.85
18 Months	\$8.85	\$9.10	\$9.35

<b>SERVER/BARTENDER</b>			
Start	\$6.05	\$6.30	\$6.55
9 Months	\$6.55	\$6.80	\$7.05
18 Months	\$7.05	\$7.30	\$7.55

<b>HOUSE ATTENDANT</b>			
Start	\$12.20	\$12.60	\$13.00
9 Months	\$12.70	\$13.10	\$13.50
18 Months	\$13.20	\$13.60	\$14.00

<b>HOUSE ATTENDANT LEAD</b>			
Start	\$13.10	\$13.50	\$13.90
9 Months	\$13.60	\$14.00	\$14.40
18 Months	\$14.10	\$14.50	\$14.90

**SERVICE CHARGES**

(1) **Service Charge.** A service charge of twenty-two (22%) percent shall be added to all food and beverage banquet checks. The service charge shall be divided equally among each employee working the function (based on total service charges during each pay period and the number of hours worked by each employee) as follows:

- 16%** to servers, bartenders and captains
- 0.8%** to house attendants
- 5.2%** to the Westin

In the event the banquet service charge is increased above twenty-two percent (22%), the servers, bartenders, and captains will receive one-fourth of the increase, the house attendants will receive one-fourth of the increase, and the Westin will retain the remaining one-half of the increase.

(2) **Service Charge Distribution.** The formula for calculating each employee's weekly share of the service charge shall be: Total amount of service charge for each group of employees (i.e., either all servers/bartenders and captains, or all house attendants) divided by total hours worked by all employees in that group multiplied times total hours worked by each employee. Service charges shall be paid on each banquet employee's regular paycheck. Shifts worked by employees that are not related to any guest functions shall not be included in this pool.

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

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

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

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

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

(6) **Box Movement.** The Hotel shall pay a fee of \$.50 per box to banquet house attendants for storing, handling, transferring, and delivering boxes that are brought to the Hotel and are handled by house attendants, as directed by the Hotel. These fees shall be separately pooled for, and paid to, lead banquet house attendants and banquet house attendants based on hours worked.



(7) **Room Change Fee.** If a client is charged a room setup change fee, the Westin shall pay fifteen (15%) of that fee into the house attendant service charge pool.

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

### **WORKING CONDITIONS**

(1) Employees shall be permitted to work split shifts.

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

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

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

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

(6) Banquet servers shall ordinarily be scheduled off at least one day per week, with one other day ordinarily being on-call. The foregoing shall not apply during extraordinarily busy weeks.

(7) Any server who works as a carver during a function shall receive as base pay, the line cook rate during the time he/she works as a carver.

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

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

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

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

**HOURLY RATE EFFECTIVE FOR THE PERIOD FROM:**

	<b>5/1/2014</b>	<b>5/1/2015</b>	<b>5/1/2016</b>
<b>CLUB LEVEL CONCIERGE</b>			
Start	\$13.00	\$13.40	\$13.80
9 Months	\$13.50	\$13.90	\$14.30
18 Months	\$14.00	\$14.40	\$14.80

<b>LOBBY CONCIERGE</b>			
Start	\$13.15	\$13.55	\$13.95
9 Months	\$13.65	\$14.05	\$14.45
18 Months	\$14.15	\$14.55	\$14.95

<b>FRONT DESK AGENT</b>			
Start	\$13.00	\$13.40	\$13.80
9 Months	\$13.50	\$13.90	\$14.30
18 Months	\$14.00	\$14.40	\$14.80

<b>FRONT DESK AGENT (Foreign Language Fluent)</b>			
Start	\$13.00	\$13.40	\$13.80
9 Months	\$13.50	\$13.90	\$14.30
18 Months	\$14.00	\$14.40	\$14.80

<b>NIGHT FRONT DESK AGENT</b>			
Start	\$13.70	\$14.10	\$14.50
9 Months	\$14.20	\$14.60	\$15.00
18 Months	\$14.70	\$15.10	\$15.50

<b>FRONT DESK LEAD</b>			
Start	\$14.85	\$15.25	\$15.65
9 Months	\$15.35	\$15.75	\$16.15
18 Months	\$15.85	\$16.25	\$16.65

**BUSINESS CENTER ATTENDANT**

Start	\$13.00	\$13.40	\$13.80
9 Months	\$13.50	\$13.90	\$14.30
18 Months	\$14.00	\$14.40	\$14.80

**WORKING CONDITIONS**

- (1) There shall be no split shifts.

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

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

**HOURLY RATE EFFECTIVE FOR THE PERIOD FROM:**

	<b>5/1/2014</b>	<b>5/1/2015</b>	<b>5/1/2016</b>
<b>SERVICE EXPRESS AGENT</b>			
Start	\$12.55	\$12.95	\$13.35
9 Months	\$13.05	\$13.45	\$13.85
18 Months	\$13.55	\$13.95	\$14.35

<b>NIGHT SERVICE EXPRESS AGENT</b>			
Start	\$13.55	\$13.95	\$14.35
9 Months	\$14.05	\$14.45	\$14.85
18 Months	\$14.55	\$14.95	\$15.35

<b>LUGGAGE ATTENDANT</b>			
Start	\$7.90	\$8.15	\$8.40
9 Months	\$8.40	\$8.65	\$8.90
18 Months	\$8.90	\$9.15	\$9.40

<b>NIGHT LUGGAGE ATTENDANT</b>			
Start	\$9.90	\$10.15	\$10.40
9 Months	\$10.40	\$10.65	\$10.90
18 Months	\$10.90	\$11.15	\$11.40

<b>DOOR ATTENDANT</b>			
Start	\$8.90	\$9.15	\$9.40
9 Months	\$9.40	\$9.65	\$9.90
18 Months	\$9.90	\$10.15	\$10.40

<b>BELL CAPTAIN</b>			
Start	\$9.90	\$10.15	\$10.40
9 Months	\$10.40	\$10.65	\$10.90
18 Months	\$10.90	\$11.15	\$11.40

**SERVICE EXPRESS LEAD**

Start	\$14.85	\$15.25	\$15.65
9 Months	\$15.35	\$15.75	\$16.15
18 Months	\$15.85	\$16.25	\$16.65

**VALET**

Start	\$8.90	\$9.15	\$9.40
9 Months	\$9.40	\$9.65	\$9.90
18 Months	\$9.90	\$10.15	\$10.40

**VALET CASHIER**

Start	\$12.55	\$12.95	\$13.35
9 Months	\$13.05	\$13.45	\$13.85
18 Months	\$13.55	\$13.95	\$14.35

**VALET LEAD**

Start	\$14.85	\$15.25	\$15.65
9 Months	\$15.35	\$15.75	\$16.15
18 Months	\$15.85	\$16.25	\$16.65

**Specific Working Conditions**

- (1) There shall be no split shifts.
- (2) Employees who are required to enter a guest room shall be equipped with a radio.
- (3) Hotel guests will be notified that a gratuity is not included for complimentary or pre-paid valet parking.
- (4) When a luggage attendant is requested by the Westin to set up a guest room for a massage, the luggage attendant shall receive the following fees:  
 \$5.00 for a full set-up (table, basket, radio, water, etc.); or  
 \$2.50 for a partial set-up (all but the table).

## ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement between Starwood Hotels & Resorts Worldwide, Inc., operating The Westin Detroit Metropolitan Airport (“Westin”) and UNITE HERE Local 24, AFL-CIO (“Union”), effective May 1, 2014, through April 30, 2017 (“Agreement”), is supplemented for the following purposes:

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

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

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

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

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

1. The Westin has the right to establish service standards and appearance, grooming, and dress standards that must be adhered to by all employees and managers.
2. The parties agree that Westin may apply progressive discipline, up to and including discharge, against employees who are the subject of guest complaints other than those set forth in the following paragraph 3 (examples of complaints include, but are not limited to, lost reservation, guest room not completely cleaned, mishandled food or beverage order, incorrect credit card charge).
3. The parties agree that Westin shall have just cause for discharge of any employee who, among other reasons:
  - (a) Is the subject of two or more legitimate complaints from guests within one year of poor, rude, or discourteous service (examples include, but are not limited to, use of foul language in the presence of a guest, arguing with a guest, indifference to a guest concern, carrying on personal business while a guest is waiting);
  - (b) Is the subject of one legitimate complaint from a guest of extraordinarily poor, rude, or discourteous guest service (examples include, but are not limited to, directing foul language toward a guest, sexual or other harassment of a guest, refusal to assist a guest, requesting or adding a gratuity);

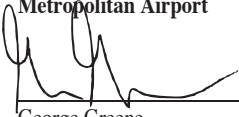
- (c) Fails to receive a passing score on a test of Westin's service standards at the conclusion of a training session on such standards; or
- (d) Fails to adhere to Westin's service standards on a regular basis.

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

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

In witness whereof, the parties have executed this Agreement as of the 21st day of August 2014.


**The Westin Detroit  
Metropolitan Airport**



---

George Greene  
Vice President, Labor Relations

**UNITE HERE Local 24, AFL-CIO**



---

Heidi G. Hughes  
Staff Director

**The Westin Detroit Metropolitan Airport**

August 21, 2014

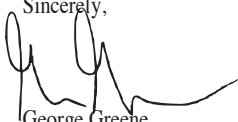
Ms. Heidi G. Hughes  
Staff Director  
UNITE HERE Local 24, AFL-CIO  
300 River Place Drive, Suite 2700  
Detroit, MI 48207-4472

Re: Restaurant Leads

Dear Ms. Hughes:

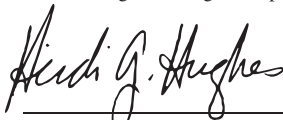
Notwithstanding section 1.1 and schedule C of our collective bargaining agreement (“CBA”), Tyrus Ramsey shall continue to be subject to all the rights, privileges, and obligations of the CBA as long as he remains employed as a lead in the DEMA Restaurant. He shall receive the same wage increases as other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

Sincerely,



George Greene  
Vice President, Labor Relations

Acknowledged and Agreed Upon:



Heidi G. Hughes, Staff Director