

Westin Portman Peachtree II, LLC

And

UNITE HERE, Local 23

Collective Bargaining Agreement

Effective

October 31, 2012 through November 1st, 2016

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AGREEMENT

This Agreement is made and entered into by and between Westin Portman Peachtree II, LLC (hereinafter referred to as the "HOTEL") as agent for Westin Portman Peachtree II, LLC and is applicable to the Westin Peachtree Plaza Hotel located at 210 Peachtree Street, N.E., Atlanta, Georgia (hereinafter referred to as the "Hotel"), and Unite Here, Local 23, (hereinafter referred to as the "UNION").

WITNESSETH

In consideration of the mutual premises and covenants expressly stated herein, the parties agree as follows:

ARTICLE 1: TERM OF AGREEMENT

Section 1. Term. This Agreement shall be in effect from the first day 31st Day of October 2012, and shall continue to and including the 1st day of November, 2016, and shall continue from year to year thereafter unless at least sixty (60) days prior to the termination date, either party serves written notice upon the other by certified mail of a desire to terminate, change or modify this Agreement or any part.

ARTICLE 2: PURPOSE, COVERAGE, EMPLOYEE INFORMATION AND EMPLOYEE STATUS

Section 1. Purpose. The purpose of this Agreement shall be to achieve mutual understanding, harmony and cooperation among the UNION, the HOTEL, and its employees; to provide sound working conditions for the employees of the HOTEL; to secure a prompt and fair disposition of grievances; to eliminate all interruptions of work and interference with the efficient operation of HOTEL; to obtain a maximum of efficiency in the business of the HOTEL; and to set forth the complete agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties during the life of this Agreement.

Section 2. Bargaining Unit. The HOTEL recognizes the UNION as the sole and exclusive bargaining agent for, and this Agreement covers, all regular full time and regular part time employees at the Hotel in the classifications listed in Article 6, Section 2, but excluding all other employees, including

Administrative Assistants, Reservations Department, Engineering and Maintenance Staff, Employees of Subcontractors, Sales Department Employees, Catering Department Employees, Clerical Employees, Accounting Department Employees, Human Resources Department Employees, professional employees, Front Office Employees, Concierges, team leaders, On Call Employees, Part-time Banquet employees (including banquet bartenders), all Security Staff and all supervisors and confidential employees as defined by federal law.

Section 3. Employee Information. The HOTEL shall furnish the UNION on a quarterly basis, a list of all employees in the bargaining unit, including each employee's name, department(s), location, job title(s), home address, phone number, status (full time, part time) and date of hire, date began in current job title(s) and date of birth. This report shall be in a computer-readable form as provided by the HOTEL. The UNION shall indemnify and hold the HOTEL harmless from and against any and all claims, demands, costs, suits, or other forms of liability regarding the release of this information.

Section 4. Employee Status.

(a) Full Time Employees. A full time employee works an average minimum of thirty (30) hours per week per calendar quarter. If an employee's hours are below the minimum for a calendar quarter, the HOTEL will notify the employee that the employee's hours were below full time status during the previous quarter. Full time status will terminate after two (2) consecutive calendar quarters in which the employee works below the minimum average of thirty (30) hours per week. Thereafter, if the employee averages thirty (30) hours per week during a subsequent calendar quarter, the employee will be returned to full time status during the subsequent calendar quarter.

(b) Part Time Employees. A part time employee is regularly scheduled and works an average minimum of less than thirty (30) hours per week per calendar quarter. Part time associates as defined in section 4 (B) will accrue pto time in accordance with the Starwood paid time off policy including PTO holiday/sick and PTO vacation accounts accrued based on hours worked. Article 13 section 1,2,3 and 5 and Article 14, section 1, do not apply to Part time associates are not eligible.

(c) On Call Employees. Any employee who is scheduled on an as needed basis shall be deemed an on-call employee and shall not be part of the bargaining unit; provided, however, on call banquet employees who are classified by the Hotel as on call will not be part of the bargaining unit regardless of hours worked or how they are scheduled.

ARTICLE 3: COMPLETE AGREEMENT

Section 1. Complete Agreement. The HOTEL and the UNION agree that each has bargained fully with respect to all proper subjects of collective bargaining and has completely settled all such matters as set forth in this Agreement. This Agreement constitutes the complete and full understanding of the HOTEL and the UNION with respect to wages, hours of work, and conditions of employment. The HOTEL and UNION acknowledge that any practice not specifically addressed in this Agreement will remain as the practice in place at the time of the signing of this Agreement. This Agreement can only be added to, detracted from, altered, amended, modified or changed in any way whatsoever by a document in writing signed by the HOTEL's General Manager and the Principal Officer of the UNION.

Section 2. No Vested Interest Acquired By Employees. Employees shall acquire no vested interest in any right or benefits granted in this Agreement which are not subject to being changed, revised or divested, in accordance with this Agreement or any subsequent revisions or termination. All rights or benefits which employees acquire under the terms of this Agreement shall extend only for the duration of this Agreement and shall then terminate unless expressly renewed or extended for an additional term by written agreement or by application of the automatic renewal of this Agreement.

ARTICLE 4: UNION RECOGNITION AND COOPERATION

Section 1. UNION Recognition and No Individual Agreements.

The HOTEL recognizes the UNION as the duly certified bargaining agent of those of its employees who are covered by this Agreement. The HOTEL and the UNION will not discriminate against employees because of membership or non-membership in the UNION.

Section 2. Union Cooperation.

The UNION agrees to uphold the rules and regulations of the HOTEL in regard to punctual and steady attendance; the performance of work in an efficient and economical manner; the employees' conduct on the job; and all other reasonable rules and regulations established by the HOTEL which are not in conflict with this Agreement. The UNION agrees to cooperate with the HOTEL in maintaining and improving safe and sanitary conditions and practices, and in maintaining, safeguarding, and conserving the equipment, supplies, materials, vehicles, machinery, buildings, and other property used by employees in connection with their work assignments.

Section 3. Check-off.

The HOTEL will, upon written authorization of an employee on a form provided by the UNION, deduct from the wages of such employee covered by this Agreement, the UNION regular monthly service fees and other fees uniformly levied by the UNION upon members in accordance with the Constitution and Bylaws of the UNION (including all arrearages from incumbent employees), and shall remit such deductions to the UNION no later than the fifteenth (15th) day of the month following the month in which the deduction was made, during the period of this Agreement. The UNION agrees to advise the HOTEL of the amounts which are to be deducted in each month as to each employee who has executed a deduction authorization and so furnish the HOTEL and the employee with a copy of such authorization.

Section 4. PAC, (Political Action Committee).

The HOTEL shall deduct and transmit to the Treasurer of the union, the designated PAC amount of contribution (flat amount) specified for each payroll period 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. These transmittals shall occur no later than the fifteenth (15th) day of the following month, and shall be accompanied by CD or a computer readable list setting forth as to each contributing employee his or her name, address, job classification, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The flat amount to be deducted may be changed only once each twelve (12) month period. The parties acknowledge that the HOTEL'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, salary and benefits provisions of this Agreement. The HOTEL shall send these transmittals and this list to: UNITE HERE offices at, 275 7th Avenue, New York New York 10001 or other address as designated by the UNION. This section is not subject to grievance and arbitration process in contract.

Section 5. Indemnity.

The UNION shall indemnify and hold the HOTEL harmless from and against any and all claims, demands, costs, suits, or other forms of liability that may arise by reason of action taken by the HOTEL for the purpose of complying with the requirements set forth in Article.

Section 6. Bulletin Board.

The HOTEL shall provide wall space in a prominent location where the employees pass on their way to and from work or in the Employees' Cafeteria for a Bulletin Board. The Bulletin Board, measuring approximately 24" x 30," will be under glass and with locking device. The Bulletin Board will be used by the UNION for the purpose of posting official UNION notices and other UNION communications to the employees of the HOTEL that are not of a controversial or political nature.

ARTICLE 5: HOTEL AND UNION RIGHTS AND RESPONSIBILITIES

Section 1. Equal Opportunity.

Neither the HOTEL, the UNION nor the employees shall discriminate against any employee based on race, color, gender, gender identity, sexual orientation, marital status, pregnancy, national origin, ancestry, age, religion, disability, citizenship status, veteran status, handicap, creed, or any other status protected by law. Disputes arising under this section shall be subject to the grievance and arbitration provisions of this Agreement.

Section 2. UNION Representatives.

No more than three (3) representatives of the UNION shall be permitted to visit the Hotel for the transaction of official UNION business unless by mutual agreement. Official UNION business will be conducted in the Employee Cafeteria, during the hours of 6:30 a.m. to 10:30 p.m., Monday to Friday and during other times upon a minimum of twenty-four (24) hours' prior written notice to the Human Resources Director, or no later than Friday at noon for a weekend off-hours visit in the Employee Cafeteria. In addition, the UNION's business agents and officers may make arrangements with the Human Resources Director to reasonably inspect any area of the Hotel for proper grievance investigation purposes, which may result in more detailed conversations. Under no circumstances shall employees be interrupted while they are working nor shall UNION Representatives enter into occupied guest rooms at any time. UNION Representatives must check-in with the Human Resources Director or designee or manager on duty (in that order) whenever they enter the Hotel. Leaving a voice mail or e-mail shall not be considered notification for purposes of this Section. This provision shall be strictly observed.

Section 3. UNION Stewards.

The HOTEL recognizes the right of the UNION to select up to twelve (12) Stewards, distributed among the departments in which bargaining unit employees work. The UNION shall notify the HOTEL, in writing, of the names of the Stewards, prior to the HOTEL'S recognition of such Steward. All Stewards shall fulfill their obligations to the HOTEL and the Hotel's guests and perform their job duties

as any other employee covered by this Agreement. Stewards shall not interrupt the business or direct the work of any employee, regardless of whether or not they believe a grievance exists. In the event a Steward is required to represent an employee at the request of the HOTEL, or investigate a pending grievance that cannot be done during non-working hours, he shall be afforded a reasonable period of time during working hours without loss of pay; provided, however, Stewards shall not abuse this privilege and shall give first priority to their regular duties as required by Hotel business needs. Other than as specified in this Section, UNION Stewards shall not be permitted to handle UNION business while on HOTEL's payroll.

Section 4. Notice.

The UNION agrees to notify HOTEL's General Manager or his /her designee in writing of each authorized UNION Representative and each UNION Shop Steward and each change of representatives and stewards within ten (10) days of said appointment or change.

Section 5. Union Activities.

- a) There shall be no discrimination, interference, restraint or coercion by the HOTEL, against any employee because of activities in the affairs of the UNION or because of membership in the UNION. Likewise, there shall be no discrimination, restraint, interference, or coercion by the UNION against an employee because of an employee's desire not to participate in the affairs of the UNION or desire not to become a member of the UNION.
- b) Orientation: The Union will have access to meet with newly hired associates in the bargaining unit present in orientation during a time and date specified by the hotel for on half (1/2) hour following new hire orientation in a location deemed appropriate by the hotel. At no time will the hotel compensate associates to participate in this meeting. The Union shall only be permitted 1 (one) Union representative. A representative of management may be present during these sessions.

Section 6. Union Buttons.

Employees shall be permitted to wear a single UNION button, either (a) the same UNION button among all employees which shall be an authorized Southern Region or an International UNION button that is uniformly distributed to its membership not to exceed 1¹/₄ inches in diameter, or (b) an enamel and gold lapel pin less than 1 inch across. The button shall not contain any words that disparages the HOTEL, its employees, its officers, its directors, or their related entities, its competitors, or interferes

with the HOTEL's normal daily operations. The UNION shall notify the HOTEL's General Manager three (3) business days prior to any change in the UNION button.

Section 7. UNION Training Sessions.

Subject to the HOTEL's approval, and the Hotel's operational requirements and business conditions, shop stewards may be permitted time off from work without pay, and without loss of seniority, in order to attend UNION sponsored training sessions. The UNION shall notify the HOTEL at least fourteen (14) calendar days in advance of any such matter in which the UNION requires the attendance of the Shop Steward. The amount of time-off under this Section shall not exceed five (5) workdays per occurrence, and in no event shall the time off by a Shop Steward exceed ten (10) workdays per calendar year.

Section 8. Leave of Absence for UNION Business.

Any employee with one (1) or more years of service at the Hotel who is appointed by the Principal Officer of the UNION to a UNION staff position which requires the full time discharge of its duties shall be granted an unpaid leave of absence. It is agreed and understood that no more than two (2) employees shall be permitted to be on a leave of absence for such UNION Business at any one (1) time and provided further, that such leave shall not be for intermittent leave and that such leave of absence shall not extend beyond one hundred eighty (180) days unless extended by written mutual agreement of the parties if and when requested by the Principal Officer of the UNION or his/her designated representative. Such leave of absence shall be without pay and benefits and without loss of seniority. Seniority shall accrue during such authorized leave. The UNION shall be responsible for the payment of any pension, health, and other benefits during the length of the leave. Upon the employee's return, those hours taken as UNION leave will not be used by HOTEL to calculate vacation or other pro-rated benefits earned by the employee under this Agreement. No employee shall be permitted such leave more than one (1) occurrence within three (3) calendar years.

Section 9. Management's Rights.

The HOTEL and the UNION specifically agree that the HOTEL shall remain vested with the full and exclusive right 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. Such HOTEL rights and responsibilities shall include, but not be limited to, the following:

1. to direct its work force, including work pace and work performance levels, policies and methods of operating its business;

2. to be the sole and final judge of the qualifications and performance of all applicants and employees, with the absolute right to determine whom it will hire, promote, demote, train, suspend, transfer, layoff, discipline, or discharge;
3. to determine the size and composition of its work force; to create, change, combine or eliminate jobs and job classifications; to determine staffing levels and job classifications for a division, department, outlet, room or banquet;
4. to maintain the efficiency of all its employees and its total operation and to decide on the amount of supervision;
5. to establish or revise work schedules including the shift schedules, starting and finishing time, and the number of hours to be worked;
6. to expand, reduce, discontinue, merge, or relocate all or any part of its business operation and/or a specific job;
7. to determine work assignments or to subcontract;
8. to determine the number and type of equipment, machines, material, products, and supplies to be used, operated, or installed;
9. to introduce new, different, or improved methods, standards, and procedures in its operation;
10. to require overtime;
11. to be the sole and final judge of the quality and quantity of the goods and services to be produced;
12. to utilize management trainees and interns in job classifications covered by this contract;
13. to set appearance, grooming and dress standards; and,
14. to otherwise generally manage the business of the Hotel.

The HOTEL shall have the right to formulate, amend, add, revoke and enforce reasonable work rules and regulations for the proper, safe and efficient conduct of HOTEL business, with the exception of the current attendance policy provided such rules and regulations and their enforcement shall not violate any express rights of this Agreement. All amendments, additions and revocations to such rules shall be given to the UNION fifteen (15) days before such rules become effective. The UNION shall have the right to grieve the reasonableness of such rules within seven (7) days of their effective dates.

By not exercising any function hereby reserved to it or exercising any function in a particular way, the HOTEL shall not be deemed to have waived the right to exercise such function or be precluded from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Nothing in this Article 5 shall be construed to restrict or limit the HOTEL's authority to manage its business, except for the principle that the management rights enumerated in this Article shall not be in conflict with any specific Article or Section of this Agreement.

Section 10. No Strikes or Lockouts. The HOTEL agrees not to lock out its employees for the duration of this Agreement or any extension thereof, and the UNION agrees that there will be no strike, walkout, refusal to or stoppage of work, slow down, sit-down, sympathy strike, boycotting, or picketing or refusal to handle merchandise for the duration of this Agreement or any extension thereof.

ARTICLE 6: JOB CLASSIFICATIONS, MINIMUM RATES OF PAY AND WAGE INCREASES

Section 1. Minimum Rates.

The minimum base hourly rates of pay (that is, without any premiums, differentials or overtime) for the job classifications covered by this Agreement are set forth in the Schedule of Wages.

Section 2. Schedule of Wages.

The minimum base hourly rate set forth in the Schedule of Wages does not prohibit an employee from being hired at a higher base hourly rate than specified.

HOUSEKEEPING		
	Room Attendant	\$ 7.75
	Night Attendant	\$ 8.00
	Public Area Attendant	\$ 8.00
	House Attendant	\$ 8.00
	Laundry Attendant	\$ 7.75
	Uniform Attendant (Laundry/Valet Attendant)	\$ 10.00
	Guest Laundry (Laundry/Valet Attendant)	\$ 9.00
STEWARDEDING / PURCHASING		
	Receiving Clerk	\$ 9.00
	Purchasing Clerk	\$ 9.00
	Storekeeper	\$ 12.00
BANQUETS		
	Banquet House Attendant	\$ 8.50
	Banquet Bartender	\$ 3.15
	Banquet Server	\$ 3.15

	Banquet Captain	\$ 5.25
	Lead Banquet Captain	\$ 6.00
ROOMS DIVISION		
	Service Express Cashier (Food-Room Service Cashier)	\$ 10.00
	Elevator Operator (Front Desk :SE/RR Agent)	\$ 8.00
	Telephone Attendant	\$ 9.00
	Telephone Concierge	\$ 10.00
GUEST SERVICES		
	Door Attendant (Bell Staff – Door Attendant)	\$ 3.15
	Bellman (Bell/Luggage Attendant)	\$ 3.15
	Bellman Overnight (Bell/Luggage Attendant II)	\$ 6.00
FOOD & BEVERAGE		
KITCHEN	Cook I	\$ 9.00
	Cook II	\$ 12.00
MAIN	Cook II	\$ 10.50
	Cook III	\$ 12.65
SUN DIAL	Cook III	\$ 13.00
IN ROOM DINING	Server (Food Room Service: Server)	\$ 3.15
	Server Overnight (Food Room Service: Server II)	\$ 6.40
REFRESHMENT CENTER	(Food Honor Bar: Attendant)	\$ 7.95
CAFÉ & LOBBY LOUNGE	Server/Cocktail Server	\$ 3.15
	FSA (Busser Attendant)	\$ 7.25
	Greeter	\$ 8.50
	Outlet Bartender	\$ 4.50
STARBUCKS	Barista	\$ 8.50
SUN DIAL RESTAURANT & LOUNGE	Server/Cocktail Server	\$ 3.15
	FSA (Busser Attendant)	\$ 7.25
	Greeter	\$ 8.50
	Outlet Bartender	\$ 4.50
	Bartender III (Beverage: Casual Restaurant, bartender)	\$ 10.50

Section 3. Wage Increase Schedule.

Each employee shall receive the following increases to their base hourly rate on the first full pay period after January 1st and after July 1st respectively indicated below:

<u>Effective Date</u>	<u>Non-Tipped</u>	<u>Tipped</u>
May 1, 2013	.30 p/hr	.15 p/hr
Jan 1, 2014	.25 p/hr	.12 p/hr
Jan 1, 2015	.25 p/hr	.12 p/hr
Jan 1, 2016	.30 p/hr	.15 p/hr

Section 4. 2012 Wage Adjustment.

Each employee will receive an hourly wage increase on the first pay cycle after January 1, 2013 if 1) the employee was employed for (1) full calendar year as of April 30, 2013 AND, 2) the tipped employee did not receive .13 and the non-tipped employee did not receive .25 for their respective 2012 merit wage increase. The employee will be paid the difference between the hourly wage increase amount paid in 2012 and the hourly wage increase above in this section. The wage adjustment will be retro-active until May 2013.

**ARTICLE 7: REGULAR RATE OF PAY, HOURS OF WORK, OVERTIME
AND PREMIUM PAY**

Section 1. Regular Rate of Pay. It is specifically agreed to by the UNION and the HOTEL that any meals, uniforms, rooms, and/or laundering and maintenance of uniforms and other remuneration provided or furnished by the HOTEL to an employee shall not be considered as part of the employee's regular rate of pay for overtime computation purposes within the meaning of applicable Wage & Hour Law; and that an employee's base hourly rate of pay is that rate respectively reflected on the Schedule of Wages covering that employee's job classification.

Section 2. No Guarantee. This Article is intended to indicate the normal number of hours of work. It shall not be construed as a guarantee of minimum or maximum hours of work per day or per week, or of the number of days of work per week, or of working schedules.

Section 3. Workweek/Workday. The standard HOTEL workweek shall begin at 12:00 AM Sunday morning and end at 12:00 PM the following Saturday evening, a period of one hundred sixty-

eight (168) hours. The standard HOTEL workday shall begin at 12 midnight and end at the next midnight (a period of 24 hours).

Section 4. Overtime and Overtime Pay.

- a) Overtime Work. Employees shall work overtime when requested by their supervisors to do so, and not otherwise. When daily overtime work is necessary, the HOTEL will first seek volunteers in seniority order from the employees on the shift. If there are insufficient volunteers, the HOTEL will assign the overtime by reverse order of seniority.
- b) Weekly Overtime Pay. For all hours worked in excess of forty (40) hours within the standard HOTEL workweek, non-exempt employees shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate pursuant to applicable law. This paragraph does not apply to banquet tipped employees.

Section 5. No Duplication of Overtime or Premium Pay.

There shall be no pyramiding or duplication of overtime and/or premium pay for the same hours worked.

Section 6. Report-In-Pay.

An employee reporting for work as scheduled without prior notice given to him/her and received by him/her not to so report shall receive three (3) hours work or 3 (three) hours pay for that day at his/her base hourly rate of pay. No employee shall be entitled to such pay if the lack of work is due to any strike, work stoppage or labor dispute, or to a fire, flood, Act of God, or other conditions which are beyond the control of the HOTEL.

Section 7. Meetings.

An employee reporting to work on a scheduled off day for the purpose of attending a mandatory meeting, shall be paid three (3) hours pay at his/her base hourly rate or the Federal minimum wage, whichever is greater.

ARTICLE 8: SENIORITY AND APPLICATION OF SENIORITY

Section 1. Seniority.

An employee's seniority shall be the period of his/her most recent continuous service with HOTEL or its parent company covered by the Agreement, expressed in terms of years, months, and days. If two (2) or more employees were employed on the same day, their seniority shall be determined by the employment records. If the hiring times are identical, the determination shall be decided by lot. Within the meaning of this Agreement, seniority shall apply to the matters specified in this Section:

Section 2. Application of Seniority.

- (a) Company Seniority shall be used to determine benefit eligibility as permitted by the terms of any relevant plan documents.
- (b) Company Seniority shall be used to determine job placement opportunities for employees displaced from a classification and in job bidding.
- (c) Company Seniority shall be used to determine shift preference, work schedules, vacation scheduling and layoff and recall within a classification.

Section 3. Scheduling.

The HOTEL will schedule employees consistent with its scheduling practices which existed in the various departments prior to the effective date of this Agreement. Management will retain the right to reduce work schedules departmentally.

Section 4. Layoffs and Recalls.

- (a) Process of Layoff and Recall. In the event of a reduction in the working force, employees will be laid off based on their company seniority; that is, the employee within the affected job classification having the least seniority will be laid off first. Any recalls will be in reverse order of layoff.
- (b) Notice of Recall.
 - (1) Where the employee is notified at the time of layoff when he/she is to report back to work, he/she will promptly report at such time without further notice.
 - (2) When an employee is not notified at the time of layoff when he/she is to report back to work, he/she shall be given twenty-four (24) hours' advance notice of when to report back to work, if the period of layoff has been less than fourteen (14) days; but if the layoff period extends for fourteen (14) days or more, the employees shall be given five (5) days advance notice of the time to report back to work. Such notice to report back to work will be given by telephone call to such telephone number as may be furnished the HOTEL by the employee. If the layoff has extended for fourteen (14) or more days, notice to report shall be confirmed by certified letter to the employee's address as furnished the HOTEL by the employee. While

waiting for an employee to report back to work, the HOTEL may utilize any other available person to perform the work.

Section 4. Transfers and Promotions.

- (a) Transfers and promotions will be determined based on the HOTEL's consideration of the applicants' qualifications, ability, work performance history and company seniority. In cases of transfers or promotions within the bargaining unit, if the employee is qualified and ability and work performance history are equal among all applicants as determined by the HOTEL, the employee with the greatest seniority will be transferred or promoted. Promotions shall be defined as moving to a higher compensated position within the bargaining unit.
- (b) An employee selected for promotion to another job classification within the department he/she presently works or into another department will have up to thirty (30) working days to qualify for the promotion, during which time the HOTEL may return the employee to his/her old job, at the employee's previous base hourly rate of pay.
- (c) An employee selected for a promotion to another job classification will receive the difference between the starting rate for the job and their current position or \$.50 cents whichever is lower.

Section 5. Probationary Period.

Each new employee shall be employed on a 90-day probationary basis, during which time he/she may be discharged at the HOTEL's discretion without recourse to the grievance and arbitration procedures of this Agreement.

Section 6. Subcontracting or Discontinuance of a Department or Operation.

In the event, during the life of this Agreement, that the HOTEL decides to discontinue or subcontract a particular department or operation (as opposed to complete discontinuation of the entire Hotel), it will notify the UNION at least two (2) weeks in advance of the implementation of the decision. The HOTEL will also agree to a severance package for permanently displaced employees, which will include one (1) week of pay for every year worked up to ten (10) total weeks of severance pay.

Section 7. Termination of Seniority.

Seniority rights shall terminate and the employment relationship will end if an employee:

- (a) Quits, retires or is terminated for just cause;
- (b) Fails to return to work from an approved leave of absence on the day scheduled;

- (c) Is laid off for a period equal to his or her seniority or six (6) months, whichever is the lesser period of time;
- (d) Fails to return within five (5) calendar days from after the date of a recall notice sent to their address as contained in the employee's personnel file;
- (e) Gives a false reason for a leave of absence or engages in employment during such leave; or
- (f) Is absent due to a work related illness or injury for more than one (1) year.

This section is not intended to supersede Article 10, Section 1, 2, & 3.

ARTICLE 9: GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievance and Arbitration Procedure.

Should differences arise concerning the HOTEL, the UNION and/or any employee who has completed his/her probationary period, as to the meaning and application of this Agreement, the following procedure shall be followed by the employee and the UNION.

Step 1. The employee will discuss the matter with his/her department head on an informal basis in order to settle the matter promptly. An aggrieved employee may have a UNION Steward assist him/her with STEP 1, if he/she so desires.

Step 2. If the grievance is not satisfactorily settled in STEP 1, the aggrieved employee or the UNION shall, within ten (10) days from the date on which the incident which gave rise to the grievance occurred, file a written grievance with the Human Resources Department; provided, however, the ten- day requirement and the written grievance requirement may be waived by mutual written agreement of said UNION and HOTEL.

The written grievance shall set forth the facts giving rise to the grievance, including the date(s) and person(s) involved, and designate the provisions of the Agreement which allegedly have been violated. Failure to file such written grievance within ten (10) days shall result in such grievance being presumed to be without merit, and it shall be barred from further consideration. The representative or representatives of the HOTEL will confer with the Grievant and a UNION Steward, if available, within seven (7) days after receipt of such written grievance in an effort to settle the grievance, unless the time limit is extended by mutual written agreement of the parties.

If not settled at this conference, the HOTEL shall issue a decision in writing on any such written grievance within seven (7) days from the time such grievance meeting is adjourned. The HOTEL's failure to issue such a written decision in the time specified shall be considered a denial of the grievance.

Step 3. If the grievance is not satisfactorily resolved in STEP 2, the UNION shall, within seven (7) days from the date of the step 2 answer, request a meeting between the HR Director, the aggrieved employee, the Shop Steward, if available, and the Union Business Agent to discuss the grievance within seven (7) days of the date of the answer to the appeal; provided, however, the seven day requirement may be waived by mutual written agreement.

If not settled at this conference, the HOTEL shall issue a decision in writing on any such written grievance within seven (7) days from the time such grievance meeting is adjourned. HOTEL's failure to issue such a written decision in the time specified shall be considered a denial of the grievance.

Section 2. Final Appeal.

Following Step 3 in Section 1 of this Article, the Southern Regional Director of the UNION and the General Manager of the Hotel shall meet within fourteen (14) days, following the hotel's written decision to resolve the conflict unless the HOTEL and the UNION mutually agree in writing to extend the time limit.

Section 3. Arbitration Procedure.

If the grievance cannot be satisfactorily settled by the above steps of the grievance procedure, either of the parties may request arbitration by giving the other party written notice of its desire to arbitrate within seven (7) days after the HOTEL or the UNION has made its final written answer as provided above (unless the HOTEL and the UNION mutually agree in writing to extend the time limit), in which event the grievance shall be arbitrated according to the following procedure:

1. The party desiring to arbitrate shall, within seven (7) days of the written notice described above in this Section, request the Federal Mediation and Conciliation Service (with a copy of such request to the opposite party) to furnish the parties with a panel of impartial Arbitrators. From this panel a representative of the HOTEL and the UNION shall select the Arbitrator. The Arbitrator shall be

selected by each party striking in turn one name at a time from the list of Arbitrators, the complaining party having the first strike. The person remaining on the list after each party has exercised all of his/her strikes, shall become the Arbitrator. The parties may select an Arbitrator by other means, if such other method of selection is confirmed by a written stipulation.

2. The selection of the Arbitrator and the hearing shall be within thirty (30) days of the request for Arbitration, whenever practical.
3. The expenses of the Arbitrator shall be borne equally by the UNION and the HOTEL, each party bearing its own preparation and presentation expenses.

Section 4. Final and Binding.

Any decision reached at any stage of these grievance proceedings or by the arbitration procedure shall be final and binding upon the parties as to the matter in dispute and shall be enforceable in a court of law. Unless vacated by a court having jurisdiction over the matter; the HOTEL, the UNION and the aggrieved employee shall comply in all respects with the result of such decision reached.

Section 5. Arbitrator Limited to Terms of Agreement.

The Arbitrator shall not have the power to add to, ignore, or modify any of the terms, conditions, or Sections of this Agreement. His/her decision shall not go beyond what is necessary for the interpretation and application of this Agreement in the case of the specific grievance at issue. The Arbitrator shall not substitute his/her judgment for that of the parties in the exercise of rights granted or retained by this Agreement.

Section 6. Award of Arbitrator.

In no event shall any retroactive adjustment required as a result of matters processed under the Grievance and Arbitration provisions of this Agreement extend prior to the date of the incident giving rise to the grievance. This section shall apply to any type of grievance.

ARTICLE 10: DISCIPLINE OF EMPLOYEES

Section 1. Right to Discipline. The HOTEL shall have the right to discipline and discharge any employee for just cause.

Section 2. Progressive Discipline. The HOTEL and the UNION acknowledge that, in administering discipline, the concept of progressive discipline shall generally be followed by the HOTEL. However, based upon the nature, severity, and/or circumstances of the alleged offense or conduct, the HOTEL may impose any level of disciplinary action — including suspension or termination — for the first offense.

Section 3. Just Cause for Discharge.

Among the just causes for discharge of any employee as a first offense are the following:

1. Insubordination or failure to follow the directions of supervisors, department heads, managers. A substantial failure to perform the service required by the employee's position including Brand Service Standards.
2. Improper cash, money, or credit card handling procedures, including failure to follow established procedures for handling cash, money, credit card charges, room charges, and the like.
3. Falsifying or altering employment or other HOTEL records, including improper recording of hours worked or supplying false or misleading information when applying for employment or at any time during employment;
4. Reporting to work intoxicated, under the influence alcoholic beverages or of non-prescribed drugs, narcotics, intoxicating substances or otherwise unfit for duty.
5. Fighting, threatening, intimidating or coercing fellow Employees or guests on or off Company premises at any time for any purpose;
6. Stealing property from, unauthorized possession of the property of coworkers, guest or HOTEL (including adding gratuity);
7. The Security Department is responsible for all lost and found goods. All items found on the premises of the Hotel are to be reported to the Security Department, and removed by Security Department personnel office.
8. Engaging in an act of sabotage or willfully or with gross negligence causing the destruction or damage of Company property or the property of guests or fellow Employees;
9. Making or publishing false, vicious, or malicious statements concerning any Employee, guest, supervisor or manager, or the hotel or the Company;
10. Loitering or sleeping on the job;
11. Violations of city, county, state, federal laws;
12. Harassment or Discrimination of employees or guests in violation of HOTEL policy.

The preceding list is understood and agreed not to be all-inclusive and the HOTEL shall have the right to discharge and/or discipline any employee whose conduct is detrimental to the welfare of the business interest of the HOTEL according to the Hotel and departmental rules and regulations, some of which are contained in the employee handbook, subject to the Grievance and Arbitration Procedure.

Section 4. Notice of Discipline.

- a) Whenever a written disciplinary notice is issued to an employee, it should normally contain information and the reason for which the disciplinary notice is issued. Such notice shall be issued to an employee within a reasonable time after the HOTEL is aware of the event and has completed its investigation. Whenever reasonably possible, the HOTEL shall present disciplinary action in person. In cases where employees are suspended pending investigation, the HOTEL shall complete the investigation within a reasonable time, in light of all the circumstances. Nothing contained in this Agreement shall interfere with the HOTEL's right to provide additional reasons for disciplinary action or increased disciplinary action when such information becomes known and is investigated within a reasonable time.
- b) It is agreed and understood between the parties that the appearance of an employee's signature on any written disciplinary warnings issued by the HOTEL shall in no way be construed as an admission of guilt or concurrence with the discipline issued but, rather, shall only be an acknowledgement by the employee that the employee has been made aware of the alleged misconduct. Employees will be given copies of all written warnings by the HOTEL whether signed for or not.

Section 5. Inspection of Personnel File.

The HOTEL shall at reasonable times and reasonable intervals, upon the request of an employee, permit that employee to inspect the employee's Human Resources Department personnel file.

At the employee's request, a Steward or UNION Representative may be present during the employee's inspection of his/her personnel file. The HOTEL shall make such file available in the Human Resources Department no more than five (5) business days after a request by the employee. No further disciplinary action shall be taken against an employee on the basis of previously issued formal disciplinary actions not contained in the employee's master personnel file., except with regards to harassment, discrimination or potential violations of the law, or issues relating to workplace violence.

Section 6. Pay at Termination.

Payments to an employee following termination for any reason shall be made on the next regular pay cycle. The terminated employee shall be paid all wages due; including paid time off during the payroll period worked and earned not taken vacation, if applicable. If the employee is not paid at the time of termination, then he or she shall be advised of the time and place when payment shall be made within the time limitations set forth above.

Section 7. Right to UNION Representation.

The HOTEL recognizes the right of employees to have a UNION representative present, if they so choose, in any disciplinary meetings or investigatory meetings that could reasonably result in discipline of that employee. If a UNION representative/Steward is not available within a reasonable time, the employee may select a fellow employee as the employee's representative during such meeting. UNION representation shall not negate an employee's obligation to comply with the HOTEL's work rules as set forth in its employee handbook, which may be amended for employees covered by this Agreement as it is amended for HOTEL employees generally.

ARTICLE 11: LEAVE OF ABSENCE

Section 1. Leaves for Personal Reasons.

Any employee who has completed his/her (6) six months of continuous service desiring a leave of absence from the job because of extraordinary personal or family circumstances must first secure written permission from the HOTEL. The HOTEL shall not be expected to grant a leave of absence that will interfere with the HOTEL's operation. Leaves of absence shall be without pay and personal leaves of absences granted for up to (4) four weeks. During a leave of absence, the employee shall not engage in gainful employment. The employee must report to work promptly after the leave has expired. Failure to comply with this Article will be deemed job abandonment. Returning employees will be returned to their same jobs, if available, and must accept work on an availability basis.

Section 2. Leaves for Injury and Sickness.

(a) Excused Absence. Absences shall not be excused unless the employee is unable to perform the duties of his/her job, notifies his/her supervisor at least (2) two hours prior to his/her scheduled shift that he/she will be absent, and furnishes a physician's certificate covering the nature of his/her disability, if requested to do so by the HOTEL.

(b) On-The-Job Sickness or Injury. A leave of absence for up to nine (9) months shall be granted without pay in case of on-the-job injury that requires absence from work.

(c) Family Medical Leave Act Leave of Absence. For sickness or injury not resulting in the course of employment, an employee who has completed (6) six months of continuous service shall be granted an unpaid

leave of absence up to (4) four weeks. If an employee is employed with the HOTEL for at least (12) twelve months and has worked at least 1,250 hours during the (12) twelve month period and requests the leave for an FMLA approved reason, the employee is covered by the federal Family and Medical Leave Act. Such leave will be extended in accordance with the Family Medical Leave Act.

(d) Return To Work. An employee exercising FMLA benefits, shall notify the HOTEL based on the FMLA guidelines that he/she is ready to return to work after a period of absence, and furnish the HOTEL a certificate from his/her physician that he/she is physically able to perform the duties of his/her job (if the reason for FLMA was the employee's medical condition). Assuming the employee complies with applicable FMLA requirements and the employee's seniority has not been terminated pursuant to Article 8, Section 7, the returning employee will be returned to the same or an "equivalent" position. For sickness or injury not resulting in the course of employment and not covered by FMLA, an employee who has completed (6) six months of continuous service who was granted an unpaid leave of absence for up to (4) four weeks shall return to work on the date determined on their leave of absence paperwork. Failure to return to work at the end of an authorized leave of absence will be considered a voluntary resignation.

(e) If an employee has a vacation scheduled at the time the employee takes FMLA leave, the HOTEL will not require the employee to utilize up to one week of paid vacation as part of the FMLA leave.

(f) The HOTEL shall not unreasonably reject leaves of absences or extensions.

Section 3. Military Leave.

Starwood will provide benefits and job protection to those individuals serving in the military in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) and applicable state military leave laws. A military leave of absence is generally an unpaid leave, however, during the first two weeks of leave, the HOTEL will pay the employee's full salary, calculated upon the employee's regular scheduled hours at the employees regular rate or benefit rate, minus any military pay due or received by the employee. If the employee is covered by the Company's health plan, he or she will be covered by the group plan for up to 24 months and will not be required to pay more than the normal employee contribution. If the leave is more than 24 months, the employee may elect to continue coverage for up to an additional 24 months. If the military leave has been granted beyond 24 months or the employee does not wish to pay the required amount of COBRA premium, the

insurance will be cancelled. If the employee returns to work and did not elect COBRA coverage, the employee is eligible for group health insurance coverage immediately upon returning to work. Employees on military leave shall be eligible for all benefits as if they never left, and if a paid holiday falls during the leave, the employee will be paid holiday pay in accordance with HOTEL policy.

Section 4. Reinstatement after Military Leave.

Subject to USERRA, an Employee on a Military Leave of Absence who intends to return to work at Starwood must generally notify Human Resources of the Employee's intent to return to employment with Starwood as follows (i) in the case of a person whose period of service in the uniformed services was less than 31 days, by reporting to work not later than the beginning of the first full regularly scheduled work period on the first full calendar day following the completion of the period of service and the expiration of eight hours after a period allowing for the safe transportation of the person from the place of that service to the person's residence; or as soon as possible after the expiration of the eight-hour period referred to above, if reporting within the period referred to in such clause is impossible or unreasonable through no fault of the person, (ii) in the case of a person whose period of service in the uniformed services was for more than 30 days but less than 181 days, by submitting an application for reemployment with Human Resources not later than 14 days after the completion of the period of service or if submitting such application within such period is impossible or unreasonable through no fault of the person, the next first full calendar day when submission of such application becomes possible, and (iii) in the case of a person whose period of service in the uniformed services was for more than 180 days, by submitting an application for reemployment with Human Resources not later than 90 days after the completion of the period of service.

Section 5. Paid Funeral Leave.

Full-time employees shall be eligible for paid funeral leave of up to three (3) days for funerals for the death of a member of the employee's immediate family, specifically to include child, mother, father, sister, brother, mother-in-law, father-in-law, spouse, domestic partner, grandparent or grandchild. Funeral pay shall only be paid to the extent the employee misses regularly scheduled workdays. Part-time employees may receive the three (3) scheduled days off without pay as an excused absence. The HOTEL reserves the right to request verification/documentation of the need for the Bereavement Leave, for example an obituary or certificate of death, in order to provide compensation.

Section 6. Jury Duty.

An employee with at least ninety (90) days of service who has been summoned to jury duty can receive up to (2) two weeks of jury duty pay per calendar year. Jury pay is the difference between the

employee's regular wage and the compensation received as a juror for each working day missed because of jury duty. Jury duty hours and wages are not considered hours worked for the purpose of overtime calculations. The employee called to jury duty must give his/her manager as much notice as possible and provide the manager with a copy of the jury duty notice received. Upon completion of jury duty, the employee must present a statement signed by an officer of the court signifying the time(s) and date(s) the employee served and the compensation received for doing so. After this documentation has been provided, the employee can receive the jury duty pay. If an employee's jury duty is longer than two weeks, then the employee will be required to take a personal leave of absence.

ARTICLE 12: DRESSING ROOMS, UNIFORMS AND MEALS

Section 1. Dressing Rooms.

The HOTEL shall provide a locker for employee's outer clothing during working hours and for their work clothes during nonworking hours. The HOTEL reserves the right to conduct locker inspections randomly; for cause; or for safety reasons. Unless there is a security risk or other significant circumstance, the HOTEL shall request a Shop Steward (if readily available) or, if not readily available, an employee in the bargaining unit to be present whenever it becomes necessary for the HOTEL to open an employee's locker. There should be no expectation of privacy with regard to an employees' locker.

Section 2. Uniforms.

When uniforms are required as part of an employee's job, the basic uniform will be supplied and maintained by the HOTEL consistent with Federal Wage and Hour Law. Employees will be allowed to take home and maintain uniforms, and they shall be expected to exercise reasonable care to protect their uniforms from damage and shall be responsible for the loss of uniforms. If the uniform is "dry clean only" it can be cleaned by the wardrobe center free of charge. Uniforms shall not be worn away from the HOTEL's premises unless the HOTEL agrees otherwise. The HOTEL shall specify the appearance (color, style, sole material) of footwear for departments. Employees shall be responsible for providing the required footwear and for keeping their footwear shined and in good repair. The HOTEL has the right to designate nametags and other promotional HOTEL pins as integral parts of the uniform. Nametags and promotional buttons shall not be worn outside of the workplace.

Section 3. Meals.

Employees shall not be paid for their half-hour meal break nor for changing time Subject to Article 7, Section 2 above, for those employees whose standard work week is 5 days, 40 hours, the

standard work day shall consist of 8 1/2 hours which includes 1/2 hour for an unpaid meal break. For each (6) six hour scheduled shift which an employee works, he/she will receive (1) one free meal in the Employee Cafeteria. If an employee works a double shift he/she will be entitled to an additional free meal in the Employee Cafeteria. It will be necessary for each employee to be in the employee's Hotel uniform to be served.

ARTICLE 13: HOLIDAYS

Section 1. Holidays Observed.

The following shall be observed as holidays subject to the conditions set forth in this Article:

- * New Year's Day
- * Martin Luther King, Jr., Birthday
- * President's Day
- * Memorial Day
- * Independence Day
- * Labor Day
- * Thanksgiving Day
- * Day After Thanksgiving
- * Christmas Day
- * 2 optional holidays for employees after probation
- * 2 additional optional holidays after the 1st anniversary of employment

Section 2. Pay for Holidays.

(a) When Employee Does Not work on Holiday. Eligible non-tipped, employees who are not scheduled to work on a holiday shall receive as holiday pay their regular straight-time base hourly rate of pay times eight (8) hours. Eligible tipped or banquet employees who are not scheduled to work on a holiday shall receive as holiday pay their scheduled hourly vacation rate specified in the Agreement times eight (8) hours.

(b) When Employee Works on Holiday. Employees eligible for holiday pay shall receive pay for all hours worked when they are scheduled to work, and actually do work, on a holiday enumerated above, at their straight-time base hourly rate of pay for all hours worked on the holiday, in addition to the holiday pay provided in (a) above for those who do not work.

Section 3. Eligibility for Holiday Pay. To be eligible for holiday pay, an employee must have completed his/her probationary period and must have worked the scheduled workday immediately preceding and immediately following the day on which the holiday is observed, unless the absence is caused by illness and a licensed physician certifies that he/she was unable to work on said day. An employee shall not be eligible for holiday pay if, on the holiday:

- (a) He/she is on layoff consisting of a minimum of fourteen (14) days (including the holiday which can fall any time during the layoff), on leave of absence, in military service or on suspension; or
- (b) He/she has been absent for a period of thirty (30) consecutive days prior to said holiday; or
- (c) He/she fails or refuses to work on said holiday if scheduled to do so, except in cases of bona fide illness where a licensed physician certifies that he/she was unable to work.

Section 4. Off Days and Holidays.

The HOTEL shall have the right to arrange the work schedule and to change employees' days off during holiday weeks so as to provide maximum number of employees with a scheduled day off on said holiday.

Section 5. Where Holidays Occur During Vacation Period.

Where an employee is entitled to a paid holiday as provided above, and the holiday falls within the employee's vacation period, such employee shall be allowed an additional day of pay.

Section 6. Scheduling Holidays and Personal Days.

- (a) All requests for holidays must be submitted to the Department Head at least two (2) weeks in advance to allow for scheduling adjustments.
- (b) Personal days must be scheduled in advance. The HOTEL will accept emergency requests for unforeseen circumstances. Employees shall present supporting documentation if requested by the HOTEL.
- (c) Holidays and personal days will be scheduled on a first come first served basis; if 2 or more employees request time off for the same time, company seniority will govern.
- (d) Part time associates as defined will accrue pto time in accordance with the Starwood paid time off policy including PTO holiday/sick and PTO vacation accounts

accrued based on hours worked. Article 13 section 1,2,3 and 5 and Article 14, section 1, do not apply to Part time associates.

Holidays and Personal days are not cumulative and must be taken within the calendar year.

ARTICLE 14: VACATIONS

Section 1. Amount of Vacation.

All full-time and employees who have at least one (1) full year of seniority shall be entitled to a paid vacation on the following basis. Regularly scheduled part-time employees shall be entered for paid vacation on a pro-rata basis.

<u>Seniority</u>	<u>Vacation Period</u>
One (1) Year but less than Five (5) Years	Two (2) Weeks time off with pay
Five (5) Years but less than Ten (10) Years	Three Weeks time off with pay
Ten (10) Years or more	Four Weeks time off with pay

Temporary layoffs or leaves of absence up to twelve (12) weeks during the year shall not interrupt the accumulation of continuous service for the purpose of determining the amount of vacation for which an employee is eligible; however, vacation will be prorated as a result of any temporary layoff or leave granted in excess of twelve (12) weeks. At no time shall pay be given in lieu of time off.

Section 2. Amount of Vacation Pay.

Non-tipped employees working full-time shifts (at least 30 hours) shall be paid vacation according to the following formula;

- (a) After one (1) year and each consecutive year thereafter through the fourth (4th) year: Forty (40) hours times the employee's straight-time base hourly rate of pay multiplied by two (2).
- (b) After five (5) years and each consecutive year thereafter through the tenth (10) year: Forty (40) hours times the employee's straight-time base hourly rate of pay multiplied by three (3).
- (c) After ten (10) years and each consecutive year thereafter: Forty (40) hours times the employee's straight-time base hourly rate of pay multiplied by four (4).

Non-tipped employees working shifts of less than thirty (30) hours shall be paid by the same formula except that instead of forty (40) hours of pay, the employees shall receive pay for regularly scheduled hours.

Tipped and banquet employees shall be paid according to the same formula (i.e., 40 hours per week, except for those employees working less than 30-hour shifts) except that the rate of pay shall be the base hourly rate specified in this Article Section .

Employees terminating prior to their first anniversary date are not entitled to vacation pay.

Section 3. Scheduling Vacation Periods.

To the extent that business requirements permit, employee requests for specific periods in which to take vacations will be honored. Where more than one employee in a job classification desires his/her vacation at the same time, the HOTEL reserves the right to schedule vacations so that they will not interfere with the HOTEL's business. Provided, however, each employee should be entitled to take his/her vacation not later than twelve (12) months after he/she has qualified for it. The Hotel will establish and communicate Vacation approval procedures annually in January of each calendar year. Vacations are not cumulative and must be taken within their anniversary year. When an employee submits a written request for a specific vacation time, Up to 50% of an employee vacation may be used in single day or 4 hour increments.

Section 4. Payment of Vacation Benefits.

Employees shall be entitled to receive their vacation pay before they leave for vacation, if a written request for such vacation pay has been submitted at least two (2) weeks prior to the start of that vacation period. Payroll advances for vacation pay will be paid in increments of 40 hours.

Section 5. Pay Rate for Benefit Hours.

Tipped employees shall receive the then effective state minimum wage for compensation for all sick, holiday and vacation hours through June 30, 2011. Effective with the first full pay week in July, 2011, tipped employees shall receive the then effective state minimum wage or \$7.50 per hour whichever is greater through June 30, 2012. Effective with the first full pay week in July 2012, tipped employees shall receive the then effective state minimum wage or \$7.75 per hour whichever is greater.

ARTICLE 15: SAVINGS CLAUSE

Section 1. Savings Clause.

Should any part of this Agreement or any provision herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, including the National Labor Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Upon such invalidation, the HOTEL and UNION agree to meet and negotiate substitute provisions of such parts or provisions rendered or declared illegal or an unfair labor practice and the remaining parts or provisions of this Agreement shall remain in full force and effect; in no way limited to Article 1 Section 1.

ARTICLE 16: DRUG-FREE WORK PLACE

Section 1. Drug-Free Workplace.

The HOTEL and the UNION have a mutual interest in maintaining, for the purposes of safety and good public relations, a drug-free workplace. By this, the HOTEL and the UNION mean that the possession, sale, use, distribution, or working under the influence of any controlled substance (including alcohol, unless authorized) while on Hotel property and/or on duty are strictly prohibited. Further, employees are prohibited from engaging in outside drug or alcohol-related conduct which is unlawful or otherwise adversely affects their work, the HOTEL's relationship with its customers, or the HOTEL's public image. Although using medication is not prohibited, employees must inform their human resources department when they are legitimately taking medication which might affect their work. Employees violating this rule are subject to immediate discharge.

In order to enforce this policy, the HOTEL may request any employee to submit to testing due to reasonable suspicion by urinalysis, breathalyzer, blood test or other accepted medical means. Refusal of an employee to submit to such a test upon request will subject the employee to immediate discipline, up to and including discharge.

Section 2. Drug and Alcohol Testing.

Testing will be performed by Federally certified labs according to Federal Guidelines relating to confidentiality and chain of custody and for levels prescribed by Federal guidelines (Department of Health and Human Services) for illegal substances and the then current State standard for DUI for alcohol.

Section 3. Reasonable Suspicion Tipped Associate.

Tipped associates will receive an amount equivalent to an average of the declared tips from associates in their same job classification/same shift during the scheduled days the individual missed work due to the reasonable suspicion test.

ARTICLE 17: UNITE HERE NATIONAL RETIREMENT FUND

Section 1. Effective January 1, 2013, the HOTEL shall remain a participating hotel of the UNITE HERE National Retirement Fund (hereinafter called the "Fund"), be bound by the terms and conditions of the Fund as outlined in the plan participation agreement, except as noted below.

The HOTEL shall contribute to the Fund, on or before the tenth (10th) day of each month, for each employee covered by this Agreement, as indicated below:

Effective January 1, 2013 \$ 0.20 cents per hour.

Effective January 1, 2014 \$0.25 cents per hour (i.e. \$.05 cents additional) for each hour compensated for during all payroll weeks ending in the prior calendar month. The HOTEL shall be required to contribute the hourly pension contribution for employees covered by this Agreement, following the employee's first anniversary. The HOTEL shall terminate any 401(k) program offered to employees covered by this Agreement effective January 1, 2013. If there are additional contributions required during the life of this Agreement as a result of Fund requirements or for any other reason, the parties agree to negotiate the effects of same.

Section 2. Pension.

Effective January 1, 2016 an additional \$0.05 per hour will be contributed to the Unite Here Pension Fund.

ARTICLE 18: HEALTH INSURANCE

Section 1. Health Care

Effective August 1, 2013 the Company (Starwood) has agreed to be a participating employer in Unite Here Local 355 South Florida Health trust.

The Company has agreed to a 75/25 split.

- Employer shall pay 75% of the annual premium.
- Employee shall pay 25% of the annual premium.

The rates are as follows:

<u>August 1, 2013</u>	Single	Spouse	Spouse & Child	Family
Premium	\$ 364.87	\$ 707.61	\$693.52	\$1,109.25

The Employer has agreed to the following increases.

July 1, 2014	- Max Increase of 10% all levels
July 1, 2015	- Max Increase of 10% all levels
July 1, 2016	- Max Increase of 10% all levels

Section 2. Dental Insurance:

\$ 15.00 per month 80/20 split. Rates are not subject to increase during the life of the agreement.

Section 3. Life Insurance:

\$ 1.76 per month. Fully paid by the Employer.

Section 4. Administrative fee shall be \$5.00 per month per participant.

Section 5. Eligibility:

390 hours per quarter. Employees will lose eligibility if they do not average 390 hours for two consecutive quarters.

ARTICLE 19: LATERAL SERVICE

Section 1. Lateral Service.

The UNION agrees that the ability to assign employees to "lateral service" shall fall within the HOTEL's management rights. For purposes of this Agreement, "lateral service" involves the practice of employees helping employees irrespective of their job description, job classification, job title or compensation. The concept is ultimately to provide the most complete service through the combined efforts of all employees at all levels.

Such "lateral service" is not intended to be a temporary transfer, transfer of job classification or modification of the job description but is designed to allow employees to help out as needed and until such need has been satisfied and the guest(s) have been provided the utmost personal service possible. Lateral service shall not involve an adjustment of pay or benefits and Article 8, Sections 1, 2, 4 & 5 shall not apply to lateral service.

Section 2. Temporary Assignment.

An employee may be temporarily assigned to another job for the following reasons:

1. Providing an immediate response to a guest request or to the need, as defined by management, to provide the utmost personal service possible;
2. Relief of another employee;
3. Filling a temporary job;
4. Filling a vacancy pending an assignment.

Should this temporary assignment last two (2) days or less, it is agreed that the HOTEL has the right to assign any employee regardless of classification or seniority to the lateral service assignment. If the temporary assignment continues and is of duration longer than two (2) days, it is agreed that the HOTEL will then assign the least senior available employee regardless of classification to the temporary assignment to complete the assignment. Such temporary assignment is not expected to last more than thirty (30) calendar days.

Should it develop subsequent to making a temporary assignment that the need for such transfer will continue for more than thirty (30) days, then the job shall be posted. However, if an employee is temporarily assigned for the relief of another employee who is on an authorized leave of absence, the vacancy need not be posted.

If an employee is temporarily assigned to a lower paid classification covered by this Agreement, such employee shall continue to receive their base rate of pay; provided, however, that transfer to a lower paid classification made at the request of or for the convenience of the employee shall not be deemed a temporary transfer irrespective of the duration of each transfer and shall be paid for at the rate applicable for the work being performed.

If an employee is temporarily transferred to a higher paid classification covered by this Agreement, for other than training purposes, and if the employee spends more than one hour working in such classification, then the employee shall receive the base hourly rate applicable to the higher classification for all work performed.

ARTICLE 20: CHANGE OF STATUS/IMMIGRATION

Section 1. Change of Status/ Immigration.

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.

To the extent consistent with applicable law, no employee covered by this Agreement shall suffer any loss of seniority, compensation or benefits due to any legal changes in the employees' name or social security number, provided the employee is authorized to work in the United States.

The Union shall hold the Employer harmless on account of any liability, claim, suit or dispute arising out of the provision of information relating to employee work authorization, including the reasonable cost of any defense made necessary by any such liability, claim, suit or dispute. Nothing contained in this subsection limits the Employer's ability to comply with IRCA or other government directives.

In the event an employee, who has completed at least one year of service, is terminated due to a lack of proper work authorization, the employee shall be reinstated as soon as practical to his or her former position without a loss of seniority, upon the employee providing proper work authorization within three (3) months of the date of termination.

If an employee with two or more years of service needs additional time in excess of the three (3) months, but no later than two (2) years from the date of termination, the Employer will hire the employee into the next available opening in the employee's former classification upon presentation of proper work authorization, but as a new hire without seniority. The parties agree that such employees will be subject to a new probationary period.

ARTICLE 21: DEPARTMENTAL COMPENSATION PRACTICES AND WORKING CONDITIONS

Section 1. Banquet Servers/Bartenders/Captains.

Bartenders, Servers and/or Captains who work banquet functions shall receive a distribution of 16.06% of the food and beverage net revenue from the banquet event. Each server and/or captain who worked that day shall divide the weekly pooled amount of the HOTEL's determined service charge based upon the number of hours worked (with captain's share determined by multiplying their hours times 1.5). The weekly service charge breakdown will be made available to the shop steward if requested. Management employees may not participate in the service pool.

- (a) Servers and captains shall receive a distribution of 16% of the retail price as set by management for house functions
- (b) Unless otherwise specified in this Agreement, all fees are excluded from the employee payout.

(c) Where staffed by a Banquet Server, \$20 of the amount the HOTEL charges guests for a serving station in a banquet function (such as a carving station, omelet station, or pasta station), will be included in the Banquet tip pool for that day if the hotel receives total revenue for the serving station from the client. The HOTEL retains the discretion to determine whether a banquet server or another classification of employee is assigned to such stations.

Section 2. In Room Dining.

Room Service servers including those serving hospitality functions shall receive in addition to the base hourly rate in the Schedule of Wages to this Agreement, the first nineteen percent (19%) of the food and beverage net revenue as long as total charges are collected from the guest. The service charge will be divided by employees delivering the in room dining during the micros card duration. Unless otherwise specified in this Agreement, all fees are excluded from this employee payout.

Section 3. Housekeeping.

(a) Assignments shall be 16 credits per shift as distributed based on company formula below:

<u>Departures</u>	<u>Total Floors</u>	<u>Total Rooms</u>
1-9	3	16
10-12	3	15
13-14	3	14
15	3	13
1-9	4	15
10-12	4	14
13-14	4	13
1-9	5	14
10-12	5	13
13-14	5	12
1-9	6	13
10-12	6	12

(b) The 'pay per credit' program shall be continued on a voluntary basis.

(c) Extra rooms rate:

\$5.25 effective October 31, 2012

\$5.50 effective October 31, 2013

\$5.75 effective October 31, 2014

Extra room rate does not affect the current credit calculation for Pay Per Credit employees.

(d) Rollaway beds made by room attendants making bed for storage or guest delivery will remain \$1.00 for complete 2013 calendar year. Effective January 1st, 2014, room attendants will receive \$1.00 per rollaway made on stay-overs of 2 nights or more if double beds are not contracted by sales and marketing for specific group. Policy from year 2013 will continue for room attendants making a bed for storage or guest delivery purpose.

(e) Housekeeping inspection incentive will remain in effect for a score of 95+ and .47 productivity. The HOTEL reserves the right to change or eliminate this incentive plan at any time. Notice of the change or elimination will be provided to the UNION and the HOTEL agrees to discuss the effects of any such change.

Section 4. Housemen.

\$15 incentive will be paid to the scheduled house person(s) if he/she take(s) on all responsibilities of another house person due to a call out and all duties become redistributed.

Section 5. Outlet Server Automatic Gratuity.

For parties of six (6) or more persons in the Sundial or the Cafe in the Hotel, the HOTEL will enable the server to add an automatic gratuity of eighteen percent (18%) to the parties' check. Consistent with the HOTEL's practice, a guest who refuses to pay the automatic gratuity will not be required to do so, and the HOTEL will not make up the difference between the gratuity the guest leaves and eighteen percent (18%).

Section 6. Bell Service.

Deliveries shall be paid according to the following schedule:

(a) Outside Room: flyer - \$1.00 magazine/newspaper - \$1.50

One bag/packet + one insert - \$1.50

One bag/packet + more than one insert - \$1.50 + \$1.00 per insert

(b) Under Door: flyer - \$1.50 magazine/newspaper - \$1.75 + \$1.00 per insert

(c) On Door Handle: one bag/hanger + insert - \$1.75

One bag/hanger + more than one insert - \$1.75 + \$1.00 per additional insert

(d) Inside Room: flyer - \$1.75

Magazine/newspaper, insert - \$2.00 + \$1.00 per additional insert One bag/ packet+ insert - \$2.00

One bag/ packet + additional inserts \$2.00 + \$1.00 per additional insert

Basket amenity / gift / static sticker- \$2.50

(e) Additional Charge for assembly or guest specific delivery - \$.50 / guest

(f) Contracted deliveries of Room Drops should be completed in order of seniority of All Bell persons and Captains, rotating once through the entire department before beginning again at most tenured employee.

(g) Inbound/Outbound package delivery — Employee will receive 20% of collected of net revenue to deliver packages to guest if he/she completes appropriate documentation and revenue is collected from guest.

In the event the HOTEL approves a request for room change, the Luggage Attendant, who transports the luggage, will receive \$3.00 per room move. This incentive will appear on the Luggage Attendants paycheck, upon the receipt of a Room Change form, provided from the HOTEL.

ARTICLE 22: SUCCESSORS AND ASSIGNS

Section 1. Successors and Assigns.

In the event STARWOOD or any of its entities transfers or assigns all or any part of the right to manage the Westin Peachtree Plaza, HOTEL shall give the UNION reasonable advance notice thereof in writing, and HOTEL further agrees that as a condition to any such transfer or assignment, STARWOOD will obtain from the successor manager a written assumption of this Agreement including a promise that the successor shall retain the employees in the bargaining unit represented by the UNION (subject to changes in the level of staffing) and furnish a copy thereof to the UNION, in which event the HOTEL shall be relieved of its obligations hereunder. The HOTEL's and STARWOOD's obligations under this section exist only with respect to transfers or assignments of the right to manage the HOTEL; they do not exist with respect to a sale, transfer or assignment of the ownership of the HOTEL.

Term of Agreement.

This Agreement shall become effective as of the 31st day of October 2012 and shall remain in full force and effect until the 1st day of November 2016 and from year to year thereafter unless either party gives at least sixty (60) days' notice in writing to the other party prior to any annual expiration date of its desire to terminate this Agreement.

Westin Portman Peachtree II, LLC

UniteHere Local 23

George Greene

Linda Gamberg

VP Labor Relations

Organizing Director / President

Starwood Hotels & Resorts Worldwide

Unite Here Local 23 - Atlanta Chapter

Date

Date

EMPLOYEE COMMITTEE:

Bijean Bennett

Fred Hood

Sharon J. Simmons

Deborah Thomas

Sharon Wheeler

AGREEMENT

In order to transition from the Hotels' current PTO system to the Holiday Vacation Schedule agreed to in the CBA, The parties agree as follows for the initial contract year:

- 1) All Employees will receive named holidays as they occur per the CBA.
- 2) All Employees who have completed probation will also receive two optional holidays on January 1st. New hires or employees in probation will receive those two, the optional holidays upon completion of probation. These two optional holidays expire on the employee's 2013 Anniversary date.
- 3) All employees will receive four optional holidays upon their anniversary date to be used until their next anniversary date.
- 4) At the time of contract implementation employees will cease receiving PTO credit for holiday/sick, and will have their current holiday/sick bank frozen and added to their vacation bank. They will continue to accrue vacation PTO credit until their anniversary date. The combination of the holiday/sick bank, and the vacation bank total can be used at the time of contract implementation as vacation pay. Thereafter the employee will be paid vacation based on forty hours pay for each week earned under the CBA.
- 5) Some employees may not have accumulated enough paid time to cover their full vacation entitlement under the CBA during 2013. Such employees will be entitled to take their full time off, if they desire, but will not receive pay beyond their accumulated hours.
- 6) Other employees may have accumulated paid time off greater than their contractual vacation allotment. Such employees will be able to carry their allotment of combined vacation/holiday/sick banks until all hours are used up to 2 (two) years from contract date or if associate exists company, whichever is sooner.

Westin Portman Peachtree II, LLC

UniteHere Local 23

George Greene

Linda Gamberg

VP Labor Relations

Organizing Director / President

Starwood Hotels & Resorts Worldwide

Unite Here Local 23 - Atlanta Chapter

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