



**Greater Regional Industry-Wide Agreement**  
between  
New York Hotel and Motel Trades Council, AFL-CIO  
and  
Hotel Association of New York City, Inc.  
(2018 - 2023)

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# Introduction



*HTC President Peter Ward*

## **A Letter from HTC President Peter Ward**

You hold in your hands the second Greater Regional Industry-Wide Agreement (“GRIWA”). It is the successor to the historic master contract, first negotiated by our Union in 2013, covering Northern New Jersey, the Capital District of New York State, and the suburbs of New York City. This new agreement is not only an excellent deal, but also another big step forward in our Union’s ambitious campaign to raise the living and working standards of hotel workers in the region.

## **Background**

Historically, employees working in the hotel industry inside the five boroughs of New York City have been the highest paid hotel workers in the world, with the best benefits and working conditions. That is because they have been represented by HTC and covered by our Union’s Industry-Wide Agreement (“IWA”) since 1939.

Unfortunately, on the other side of the New York City line, conditions for workers in the hotel industry were terrible. Wages were low, and benefits and working conditions were substandard. Few hotels in the region were

unionized, and even in those few, the unions that represented the employees were weak and unwilling or unable to fight for good contracts.

That changed in 2010, when HTC expanded its jurisdiction beyond New York City and became the union for hotel workers in the region.

## **Our Strategy**

To raise contract standards for those members, our Union leadership designed a strategy consisting of four major objectives. First, get a master contract covering the entire industry in our region. Second, increase union density in that region. Third, increase the Union's political power in order to protect the gains we will have achieved. Fourth, use the bargaining power from the increased density in the context of industry wide negotiations for a master contract to significantly increase the wages and improve benefits in the entire region.

### **1. Establish a Master Contract**

Our first goal was to get a “master” industry-wide contract for the region; to win the kind of contract language our Union has in New York City and to begin raising the economic bar outside of New York City.

The contracts HTC had inherited in 2010 from the previous unions were all different, with widely varying expiration dates, economic provisions, and contract language. The only thing they did have in common was that they were cheap, one-sided deals that favored management. The contracts had low wages, sporadic and paltry wage increases, and, in many cases, health insurance that was unaffordable because of high co-pays and employee contributions. These agreements lacked even the most basic rights our members would expect in New York City, like fair scheduling rules, real health and safety protections, and genuine job security safeguards against subcontracting and changes in ownership. They also lacked the fundamental provisions that enable the Union to effectively enforce those rights, such as a strong grievance and arbitration process and reliable union visitation rights.

We knew that getting hotels to agree to major contract improvements would be near impossible if we had to negotiate separately with each employer because none of them would be willing to agree independently to such changes without knowing its competitors would also be covered by the same contract. That is why we set as our first goal winning a master contract that covered the entire region.

## **2. Increase our Union Density**

Our second objective was to increase our Union's density – the percentage of union hotels in the region. It is not a coincidence that New York City has the best-paid hotel workers in the world and is also the hotel market with the highest union density. Union density = bargaining power.

## **3. Build Political Power**

Our third goal was to start to build political power through member education and mobilization in the cities, towns and counties encompassed within our



*Hotel Trades Council volunteers and staff canvassing in Hillside, New Jersey.*

newly expanded jurisdiction, and to continue to widen and deepen that power. We know from experience in New York City that political clout helps the Union to win contract fights and to organize more non-union hotels.

#### **4. Raise Wages and Benefits**

If we succeeded in establishing a master contract, increasing our density, and building political power, our fourth goal would be to use each successive renegotiation of the master contract to make major economic strides for our members in the region. Density and a master contract create a unique synergy. When the Union demands a significant wage increase from a single hotel, that hotel understandably argues that it cannot grant the increase because it would put the hotel at a serious disadvantage against its non-union competitors (which pay next to nothing). In contrast, when density is higher and there are industry-wide negotiations, hotels don't have that excuse because their competitors are sitting at the same bargaining table and will have to pay the same increases.

#### **The Obstacles**

We knew this plan was extremely ambitious. We knew of no other union, in any industry, in recent decades, that had created a new master contract like the one we were aiming to negotiate. We knew we would encounter tough resistance from many employers. We also understood that it would even be difficult to convince our new members in the region to trust the Union and to get on board with our strategy because they had been used to disappointing representation by their old unions.

HTC assigned a team of organizers, business agents, and attorneys under the direction of our Union's Vice President and General Counsel Rich Maroko to organize the workers and coordinate our negotiations and contract fights in the region.

## The First GRIWA

After three years of extremely hard organizing by that team and wrestling with employers throughout the region, in 2013 we signed and ratified our first master contract for the region, which we named the Greater Regional Industry-Wide Agreement, GRIWA for short.

The first GRIWA represented a giant leap forward for workers in the region. It did far more than simply unite many hotels in the region under a single standard contract with one expiration date. It also multiplied and improved the contractual rights our members enjoyed and hugely increased the Union's power to enforce those rights. In fact, the GRIWA not only contained the best non-economic provisions that are in the New York City IWA, but it also added new rights we didn't have in New York City.



*HTC Vice President and General Counsel Rich Maroko marching as Grand Marshall of the Newark Labor Day Parade, along with Vice President George Padilla, members and staff.*

For example, the GRIWA contained stronger penalties and provided for more back-pay when hotels violated the contract, better protections against discrimination, additional defenses against abusive scheduling changes, more flexibility for employees in their use of paid time off, enhanced protection against discipline, unparalleled guarantees against subcontracting, and unique protection of privacy rights (including a prohibition on drug testing and background checks).

Furthermore, the first GRIWA also included significant economic improvements. Economically, the first GRIWA surpassed every other suburban union hotel contract in the country. Percentage wage increases were even higher than in New York City. For the first time in memory, employees in the region and their families enjoyed guaranteed health insurance they could afford. The GRIWA also created a new defined benefit pension plan – an achievement so unique in this era of subpar retirement benefits that it was even difficult to find experts who knew how to navigate the regulatory framework to create such a plan.

## **Growing Our Union (and Power) in the Region**

Soon after HTC assumed jurisdiction, we started organizing the non-union hotels in the region. In 2010, there were 28 Union hotels in the region. Thanks to our organizing campaigns, there are now 60.

At the same time, we continued to organize our existing members in Union shops and, one by one, through tough negotiating (and sometimes fights), convinced more and more employers to sign on to the GRIWA. From an initial group of only 4 shops that were covered by the first GRIWA, as of the publication of this contract booklet, 43 shops are signed on to the GRIWA.

When HTC began representing hotels in these markets, union density was 14% on average. Now, the average density in unionized subregions is 44%. This stands in stark contrast to stagnant or even declining density in other major northeastern hotel markets.

In certain subregions (like Newark and Newark Airport; White Plains; Jersey City and Hoboken; the Meadowlands Region; Morristown and Parsippany; and Mahwah), union density is even higher, in some cases as high as 65%. This is not only substantially greater than union density in comparable markets, it is greater than the majority of large northeastern metropolitan cities, including Washington DC, Philadelphia, and Baltimore.

## Creating Political Muscle

Throughout this same period, HTC has built our political power in the region by activating our membership and engaging with elected officials. This has already paid dividends by, for example, passing groundbreaking legislation regarding hotel registration in New Jersey, regarding consumer notification of picket lines in Albany, and winning the support of hundreds of elected officials for our contract fights.

This new GRIWA will help us to build more political muscle with new contract rights aimed at increasing our members' ability to participate in the political process. These new contract provisions include:

- Giving hotel workers four hours of **paid voting time** three times each year;
- Requiring hotels to provide **on-site voter registration** for all hotel workers; and
- Creating a **labor management cooperation fund** that will be able to address issues that are important to hotel workers and the industry.

## The New GRIWA

This new GRIWA is the culmination of the negotiating and organizing victories of the past seven years.

It is an excellent **5-year deal** with wage increases **averaging \$1.00 per hour every year** for non-tipped employees. This is twice the increase of the last GRIWA and the same increase, dollar for dollar, that workers in New York City get. The GRIWA also establishes **regional minimum wage rates**, with hotels



that lag behind catching up over the life of the contract. Under these new minimums, Room Attendants in regions like Newark, the Hudson River Waterfront and Westchester will earn over **\$20.00 per hour** by the end of the contract. Those in suburban New Jersey and Rockland County will be earning **\$18.00 per hour** by then. **Pension contributions more than double** over the life of the contract, ensuring hotel workers can retire with security and peace of mind. Healthcare costs for employees who participate in the Industry Plan remain capped at **\$25.00 per month for family coverage** over the life of the contract, with a new **\$100.00 per year reimbursement for medical expenses**. The new contract also provides for **worker training and industry advancement funds**, and new **protections against sexual predators**. Those are only a few of the improvements we have won in this agreement.

This new GRIWA is the culmination of an exceedingly ambitious plan. In a region where unionized hotel employees used to work under a handful of substandard contracts, they now enjoy peerless rights and benefits under a single master contract, covering 43 hotels, and providing wages and benefits which would have been unimaginable only a few years ago. The new GRIWA ensures hotel workers in the region are securely in the middle class.

I hope and believe you will agree.

In Solidarity,



Peter Ward, President

March 2018





# Greater Regional Industry-Wide Agreement

AGREEMENT entered into so as to be effective April 1, 2018 between the GREATER REGIONAL BARGAINING GROUP HOTELS<sup>1</sup> (hereinafter collectively referred to as the EMPLOYER or HOTEL) and the HOTEL ASSOCIATION OF NEW YORK CITY, INC., (hereinafter referred to as the ASSOCIATION), and the hotels, motels, and concessionaires in Northern and Central New Jersey and the New York State Capital District<sup>2</sup> with respect to whom the UNION (as herein below described) presently has contractual relations, and/or with respect to whom the UNION may be hereafter designated as sole collective bargaining agent for the employees of such hotels, motels, and concessionaires, and who shall become parties hereto by becoming members of the Bargaining Group or otherwise agreeing to this Agreement, each and every such hotel, motel, and concessionaire, including their owners, managers, and operators, respective affiliated and related entities, successors and assigns being hereinafter referred to as the EMPLOYER or HOTEL, and the NEW YORK HOTEL AND MOTEL TRADES COUNCIL, AFL-CIO, hereinafter called the UNION, in its own behalf and in behalf of its members, now employed or hereafter to be employed by the EMPLOYER.

Whereas the parties hereto, desiring to cooperate to ensure that employees are provided living wages and benefits, a safe and healthy working environment, and fair and equitable working conditions, and to create

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<sup>1</sup> A list of the Greater Regional Bargaining Group Hotels is attached as Exhibit 1. The aforesaid list is current as of November 1, 2017 and expected to increase on a continuing basis.

<sup>2</sup> Northern and Central New Jersey and Eastern New York shall include Hotels in any county listed in Article 60, Section B(2) of the Industry Wide Collective Bargaining Agreement between the Association and Union ("IWA") except for Kings, Queens, New York, Bronx and Richmond counties.

harmonious labor relations and arbitral machinery to resolve disputes without resort to strikes or lockouts;

Now therefore, it is agreed:

## **Article 1: Recognition**

The Employer recognizes the Union as the exclusive collective bargaining representative of all employees in the classifications listed in the Schedule A attached hereto and applicable to the property and employees performing similar job tasks as those Schedule A classifications. The Employer acknowledges that adoption of this Agreement includes the Employer in the multi-employer bargaining unit.

## **Article 2: No Loss of Wages or Benefits**

No employee shall suffer a loss or reduction of hours, hourly or weekly wages, benefits or fringe benefits, or any adverse effect on any other terms or conditions of employment on account of the execution, assignment, adoption or assumption of this Agreement.

## **Article 3: Wages**

### **A. Minimum Wage:**

1. Schedule A: The minimum rates for all employees in the applicable subregion are set forth in Schedule A.
2. Additional Subregions: The Hotel Association and Union shall negotiate minimum rates for additional geographic subregions (including, but not limited to, Long Island, the Capital District, and Saratoga) and gaming subregions and, failing agreement, submit the issue to the Impartial Chairperson for interest arbitration.
3. Catch Up For Existing Hotels: Hotels with site specific minimums below those provided for herein will increase their minimum rates (and employees' actual rates, if below the minimum rates provided

for herein) by an additional twenty cents (\$0.20) per hour each October 1, commencing October 1, 2018, until such rates are equal to those provided for herein. Hotels with site specific Schedule A minimums above those provided for herein will maintain such site specific minimum wage rates (but not employees' actual rates, which will be increased pursuant to Article 3(C)(1)), until the minimum rates provided for herein exceed such site specific minimum rates.

4. New Hire Wage Rate:

- a. Employees hired after the effective date of this Agreement (i.e., April 1, 2018) shall be paid no less than ninety percent (90%) of the applicable Schedule A minimum wage rate, subject to Article 3(B), for their first year of employment.
- b. The New Hire Wage Rate shall not apply to any employee who, during the twenty-four (24) months prior to his/her employment, was continuously employed for a period of twelve (12) months by an employer in the multi-employer bargaining unit.
- c. The New Hire Wage Rate shall be applicable only to classifications that are at or above the applicable Schedule A rate and will not apply to classifications subject to the "Catch Up" provided for in Article 3(A)(3).

- B. Statutory Minimum Wage: Minimum wage rates shall be no less than one dollar (\$1.00) above the applicable statutory minimum wage for non-tipped employees and fifty cents (\$0.50) above the applicable statutory minimum wage for tipped employees. Effective January 1, 2020, minimum wage rates shall be no less than one dollar and fifty cents (\$1.50) above the applicable statutory minimum wage for non-tipped employees and seventy-five cents (\$0.75) above the applicable statutory minimum wage for tipped employees. In the event the minimum wage increases during the term of this Agreement, Schedule A shall be amended as of the effective date of the increase in the

statutory minimum wage in accordance with the previous sentences and future increases shall be applied to such amended amounts.

C. Wage Increases:

1. Minimum wage rates and actual hourly rates, if higher, shall be increased as follows:

	<b>Non-tipped</b>	<b>Tipped</b>
April 1, 2018:	\$0.90	\$0.45
April 1, 2019:	\$0.90	\$0.45
April 1, 2020:	\$1.00	\$0.50
April 1, 2021:	\$1.10	\$0.55
April 1, 2022:	\$1.10	\$0.55

2. Hotels that become party to this Agreement after its effective date shall pay each of their then current employees the greater of: (a) the applicable Schedule A minimum wage rate, or (b) a minimum increase to each employee's then current hourly rate in an amount to be negotiated between the parties and, failing agreement, submitted to the Impartial Chairperson for resolution.
3. Relief Appeals:
  - a. Whenever, upon a written application of an Employer, it shall appear to the Impartial Chairperson that the factual situation with respect to a particular Employer is such that the wage and hour scales provided in this Agreement will work unusual hardship on such Employer, and affect adversely the interest of the workers therein, such wage and hour scales may be modified, in the case of such Employer, to the extent approved by the Impartial Chairperson.
  - b. An Employer that intends to make such application in connection with the wage increases under this Agreement shall make such application within ninety (90) days before the

effective date of each wage increase under this Agreement. In all instances, the wage increase shall go into effect on the scheduled date unless the Impartial Chairperson awards otherwise. If application for relief is not made within the ninety (90) days, the increases shall be put into effect, provided, however, that this shall not preclude an Employer from making application for relief thereafter.

4. Unless otherwise expressly provided for herein, all wage-related items and other forms of compensation set forth in this Agreement, including, but not limited to, night shift differential, extra room pay, cot/crib/sofabed pay, banquet rates, etc., shall be increased by five percent (5%) on April 1 each year, commencing April 1, 2018.
- D. Paystub Information: Each paystub shall contain information showing the amount of regular wages, overtime, premium pay, extra pay, night shift differential pay, gratuities, and holiday, sick, vacation, personal, bereavement, and jury duty pay.

## **Article 4: Tips and Gratuities**

- A. General: The Employer, its supervisors, managers and non-bargaining unit employees may not retain tips, gratuities or any payment or charge purporting to be a tip or gratuity ("gratuities") for an employee or any portion thereof. Nothing herein shall be interpreted to reduce the rights of bargaining unit employees to be paid gratuities in accordance with applicable law.
- B. À la carte and Room Service Gratuities Paid by Credit Cards: Provision shall be made for the payment of gratuities on credit cards. The Employer may not make any deductions from gratuities, including, but not limited to, credit card processing fees.
- C. Free and Reduced Events: Promotional, complimentary, staff, and other events where the guest is not charged or charged a reduced rate



may be priced at fair market value and the gratuity shall be based on said value.

## **Article 5: Health Insurance**

- A. Election: Employees shall be entitled to elect, at the employee's sole discretion, to either continue in the Employer's health plan ("Employer Plan") or the UNITE HERE HEALTH Greater Regional Hotel Plan ("Industry Plan"), subject to and in accordance with the terms of each such plan. Each employee must make his/her election in writing on a form provided by the Industry Plan within the thirty (30) day enrollment period established by the Industry Plan. Any employee who fails to make an election as provided for above will be eligible to participate pursuant to the Employer's plan. Employees who continue to participate in benefits under the Employer's plan shall be entitled to the same benefits as are offered to non-bargaining unit employees in accordance with the terms of the Employer plan then in effect at the Hotel. Employees who initially elect to, or by default, continue receiving benefits under the Employer plan may thereafter switch to the Industry Plan, during the annual open enrollment period or as a result of a HIPAA qualifying event, upon written notice to the Hotel and the Industry Plan and after completing the appropriate forms referred to herein. No Employee who participates in the Industry Plan may switch back to the Employer's plan. Hotel contributions to the Industry Plan will commence immediately after the election period only for non-probationary employees who elected to participate in the Industry Plan. The Hotel shall ensure that eligible Employees who elect to switch to the Industry Plan and who have complied with the terms hereof do not suffer a lapse in coverage by maintaining coverage under the Employer Plan until such switch occurs. Any employee hired as an Employee after the effective date of the election will only be eligible for contributions to the Industry Plan.

B. Industry Plan:

1. Employee contributions for coverage under the Industry Plan shall be limited to the following monthly contributions:

**Employee Contribution**

April 1, 2018: \$25

April 1, 2019: \$25

April 1, 2020: \$25

April 1, 2021: \$25

April 1, 2022: \$25

2. The Employer shall be responsible for all contributions for coverage beyond those required above in paragraph (B)(1). The total cost for coverage (inclusive of any employee contribution) is as follows:

	<b>Monthly Rate</b>	<b>Daily Rate</b>
April 1, 2018:	\$1160.50	\$66.97
April 1, 2019:	\$1183.71	\$68.31
April 1, 2020:	\$1242.90	\$71.72
April 1, 2021 and each April thereafter:	T.B.D. by Fund	T.B.D. by Fund

3. The Employer shall make contributions at the monthly rate for employees who regularly work or are compensated for twelve (12) or more days per month and contributions at the daily rate for employees who regularly work or are compensated for eleven (11) or fewer days per month.
4. Newly hired employees will become eligible for contributions to the Industry Plan upon the earlier of (i) the first day of the calendar month following their probationary period of ninety (90) calendar days or (ii) completion of no more than eight hundred and forty (840) hours of service.

5. Hours worked or compensated shall include all hours for which an employee is entitled to be compensated, e.g., sick days, vacation days, bereavement days, jury duty days, holidays, personal days, etc. and all hours on FMLA leave.
6. The Employer and the Union agree to be bound by the Agreement and Declaration of Trust ("Trust Agreement") of the said UNITE HERE HEALTH ("Fund") as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representative on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.
7. The Employer agrees to contribute for each employee covered by this agreement the sums listed above to the Fund for the purpose of providing health and welfare benefits under the Industry Plan or such new, merged or consolidated plan as may be adopted by the Trustees. Said contributions shall be submitted monthly, together with a report of the employee data required by the Fund, on the format prescribed by the Fund, no later than the fifteenth (15th) day of the month following the month for which contributions are to be made.
8. The Employer agrees to contribute the contribution rates necessary, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the Employer's participation pursuant to the Fund's Minimum Standards.

9. The Parties further agree that an employee may only change his or her enrollment election during the Open Enrollment period of each year of the Agreement, as outlined above, except for newly hired employees, or for employees who have lost coverage under another plan. Employees who had other coverage, but lost such coverage, may be eligible to enroll in the Industry Plan, other than during the normal enrollment period, in accordance with H.I.P.A.A. or other such applicable federal law. The contributions will start the first of the month following receipt of an executed "Revocation of Waiver" form from the employee. Proof of revocation of waiver must be provided to the Employer. The Employer is required to keep such proof with the employee's file and such proof shall be made available to the Fund upon request.
10. All employees who wish to enroll in the Industry Plan shall sign an Election Form, acknowledging that he or she desires to be covered for benefits under the Industry Plan and that they agree to make the required co-premium via payroll deduction. All employees who do not desire to participate in the Industry Plan shall sign a form waiving their rights to participate in the Plan during the next 12-month period.
11. The Employer is not required to make contributions and no coverage will be provided for employees who voluntarily waive coverage under the Industry Plan. A waiver of coverage must be on a prospective basis only. Proof of voluntary waiver must be provided to the Employer. The Employer is required to keep such proof with the employee's file and such proof shall be made available to the Fund upon request. Absent proof of voluntary waiver of coverage, an eligible employee must be enrolled and contributions paid to the Industry Plan.
12. The Employer agrees to collect the employee portion of the co-premium via payroll deductions and will remit the full contribution amount to the Fund.

- C. Health Reimbursement Arrangement ("HRA"): Each calendar year, commencing January 1, 2019, the Employer shall pay into an HRA account on behalf of each non-probationary employee who is eligible for health benefits one hundred dollars (\$100.00). The HRA benefit shall be administered by the IWA Health Benefit Fund, which may charge the Employer a reasonable administrative fee. Hotels shall cooperate with the Health Benefit Fund in administering this benefit and shall execute any trust or other document required to implement or administer such benefit. Such HRA account may be used for any purposes permitted by law, including those under IRC Section 213(d). Any unused funds may be carried over into subsequent years to the maximum extent permitted by law.

## **Article 6: Pension and 401(k) Plans**

- A. Effective April 1, 2017, the Employer shall begin contributing fifty cents (\$0.50) per hour worked or compensated, on behalf of each non-probationary employee to a pension fund to be administered by the IWA Pension Fund. Such contributions shall be increased as follows:
1. October 1, 2018: An additional twenty-five cents (\$0.25) per hour (to \$0.75 per hour).
  2. October 1, 2020: An additional twenty-five cents (\$0.25) per hour (to \$1.00 per hour).
  3. April 1, 2021:
    - a. An additional twenty-five cents (\$0.25) per hour if the total cost of health benefits pursuant to Article 5(B)(2) increases five percent (5%) or less over the previous year;
    - b. An additional twelve and one-half cents (\$0.125) if the total cost of health benefits pursuant to Article 5(B)(2) increases over five percent (5%), but not more than ten percent (10%), over the previous year; or

- c. An increase pursuant to GRIWA Article 3(C)(4) increases to wage-related items if the total cost of health benefits pursuant to Article 5(B)(2) increases over ten percent (10%) from the previous year.
- 4. April 1, 2022:
  - a. An additional twenty-five cents (\$0.25) per hour if the total cost of health benefits pursuant to Article 5(B)(2) increases five percent (5%) or less over the previous year;
  - b. An additional twelve and one-half cents (\$0.125) if the total cost of health benefits pursuant to Article 5(B)(2) increases over five percent (5%), but not more than ten percent (10%), over the previous year; or
  - c. An increase pursuant to GRIWA Article 3(C)(4) increases to wage-related items if the total cost of health benefits pursuant to Article 5(B)(2) increases over ten percent (10%) from the previous year.
- B. For hotels that participate in the National Retirement Fund ("NRF"), where contributions to the GRIWA Pension pursuant to Article 6(A) are greater than contributions to the NRF, the difference will be paid into a 401(k) to be created by the Hotel Association and Union.
- C. Employees shall continue to be eligible to participate in the Hotel's retirement and/or 401(k) plans in the same manner as non-bargaining unit employees.
- D. For Hotels that do not maintain a 401(k), employees may participate in the 401(k) created by the Hotel Association and Union.

## **Article 7: Other Funds**

- A. Scholarship Fund: The Employer will participate in the IWA Scholarship Fund in accordance with the terms of the IWA.

**B. Training and Apprenticeship Fund:**

1. The parties shall create an Apprenticeship/Training Fund to which Employers shall contribute one dollar and fifty cents (\$1.50) per employee per month.
2. The Union and Association shall promptly meet to establish such Apprenticeship/Training Fund and, failing agreement, submit the matter to the Impartial Chairperson for resolution. Such Apprenticeship/Training Fund shall have the goal of establishing effective apprenticeship or training programs in classifications covered by this Agreement and to permit qualified applicants who successfully complete such program(s) to receive preference in hiring by Employer signatories, in appropriate circumstances negotiated by the parties. Such Fund may also coordinate with state and municipal governments. The Employers agree to execute any documents necessary to establish and participate in such plan.

**C. Joint Industry Advancement Fund:**

1. Employers shall contribute the sum of two dollars and fifty cents (\$2.50) per employee per week to the Joint Industry Advancement Fund, subject to GRIWA Article 3(C) increases to wage-related items. The Association and the Union shall promptly meet and create such Fund, pursuant to Section 2 below and 29 U.S.C. Section 302(c)(9) and other federal laws, statutes and regulations.
2. Such Joint Industry Advancement Fund shall have any common purpose legally permissible and other such lawful purposes as are manifestly in the mutual interest of the Union and Hotel Association.

## **Article 8: Seniority**

- A. House Seniority:** House seniority shall be defined as the total length of service at the property, regardless of classification. House seniority shall

be used in determining benefit entitlement (e.g., vacation days, severance, etc.) and probationary status.

- B. **Classification Seniority:** Classification seniority shall be defined as the total length of service at the property in a particular classification. Classification seniority shall be used for purposes of layoff and recall (including reduction of hours); scheduling (including shifts, days off, vacation, leaves of absence); steady assignments; and offer of hours and overtime.
- C. **Loss of Seniority:** Seniority and employment rights shall only lapse for the following reasons: resignation; discharge for just cause; absence as a result of disability, sickness or accident, for a period of twenty-four (24) consecutive months. Seniority shall accrue during layoffs/disability leave of less than twenty-four (24) months and during authorized leaves of absence.

## **Article 9: Working Hours, Scheduling, and Overtime**

- A. **Regular Working Hours:** The regular work day shall be eight (8) hours of work per day and the regular work week shall be forty (40) hours of work per week over five (5) days which shall, if possible, be consecutive.
- B. **Breaks and Meal Periods:** Employees shall be entitled to a one (1) hour unpaid meal period per shift. Time out for meals shall not be considered working time.
- C. **Overtime:**
  - 1. **General:** Overtime at the rate of time and one-half shall be paid for all hours after eight (8) hours in one (1) day; for all hours after forty (40) hours in one (1) week; and for all hours on the sixth (6th) and/or seventh (7th) consecutive day of work, regardless of whether such sixth (6th) and/or seventh (7th) day(s) fall in the same work-week. There shall be no pyramiding of overtime.



2. Employee Initiated Schedule Changes: Unless required by law, overtime shall not be paid solely as a result of the following: (i) where employees, subject to written approval by the Employer, mutually agree in writing to change their schedules or days off under conditions which would otherwise result in overtime; and (ii) where an employee requests a schedule with split days off which would otherwise result in overtime.
3. Authorization to Work Overtime: No employee shall receive overtime pay unless such overtime work has been authorized previously or was performed with the actual or constructive knowledge of the Employer.
4. Seniority: Overtime shall be offered by classification seniority. If overtime is still needed after offered, the Employer shall have the right to require overtime by inverse order of seniority. Unscheduled overtime of less than four (4) hours shall be offered by classification seniority to the employee working the shift immediately preceding the time the overtime work is needed, and then to the employee(s) scheduled on the next shift in order to report to work earlier. Scheduled overtime and overtime of four (4) or more hours shall be offered by strict classification seniority. An employee shall only be required to work a reasonable amount of overtime.
5. No Overtime or Extra Rooms During Layoffs: There shall be no scheduled overtime nor scheduled extra rooms where employees in the affected classification(s) are on layoff. There shall be no unscheduled overtime or extra rooms until available work has been offered to employees laid off in the affected classification in accordance with the provisions of this Agreement, such offer to be made by reasonably available means of communication, except in the event of overtime of less than two (2) cumulative hours in a shift occasioned by employee coming in late or leaving early with less than one (1) hour notice.

D. Scheduling:

1. The Employer shall be free to fix the daily working hours, subject to this Agreement.
2. Schedules shall be posted not less than five (5) calendar days prior to the commencement of the work week and may not be changed, except as provided in this Agreement.
3. The Employer shall not schedule nor make changes in schedules that are abusive to the rights of employees, are designed to deprive employees of the benefits of this Agreement, or are not justified by legitimate business concerns.
4. Changes in Schedules: The Employer shall provide written or electronic notice to an affected employee prior to any change in schedule, including, but not limited to, any layoffs or reduction in work week, in accordance with Article 9(D)(2) above. Notwithstanding, in the case of an employee who is recalled to work from a layoff by an Employer, the Employer shall, if it intends to again lay off the affected employee, give the Union and Employee at least two (2) calendar days' prior written or electronic notice of said second layoff. Notwithstanding the previous sentence, when a recall for a particular shift on a given day is occasioned by ten percent (10%) or more of the employees in a classification scheduled to work such shift failing to report to work with no or less than twelve (12) hours notice prior to the shift ("called out"), the Employer need give one (1) rather than two (2) calendar days' prior written or electronic notice of a second layoff for those employees recalled to replace employees who called out.
5. Seniority: Schedules and steady assignments shall be offered by classification seniority.
6. Call In Pay: Any employee called in to work on any day shall be offered a minimum of a full regularly scheduled day's work.

7. **Combination Jobs:** If an employee is assigned to perform the work of a higher compensated classification for less than four (4) hours during a shift, s/he shall be paid the rate of the higher classification for all such hours worked. If an employee is assigned to perform the work of a higher compensated classification for four (4) or more hours in one shift, s/he shall be compensated at the higher rate for the entire shift. If an employee is assigned to perform the work of a higher compensated classification during more than one (1) shift in any week, s/he shall be compensated at the higher rate for the entire week. The Employer may not combine jobs where such combination would result in a layoff.
8. **Part-Time Positions and Premium Pay:** It is the intent of the parties to provide as many full-time positions as possible. Employees scheduled for less than a full work week as defined in this agreement shall be paid an additional fifty cents (\$0.50) per hour for non-tipped employees/twenty-five cents (\$0.25) per hour for tipped employees, subject to GRIWA Article 3(C)(4) increases to wage-related items commencing April 1, 2019. Regular part-time premium pay shall be included in such employees' base rate for purposes of calculating overtime, paid benefit day pay, and the like.

## **Article 10: Open Positions**

- A. Prior to advertising elsewhere, every open position shall be posted at conspicuous locations in the facility. The Employer shall offer open positions to employees it deems qualified to those who apply for permanent bargaining unit positions (after existing employees in the applicable classification have been offered the open schedule by classification seniority in accordance with Article 8), before seeking external applicants.
- B. A copy of the posting shall simultaneously be sent to the Union, which may refer qualified applicants to be considered in the event no qualified

employees apply. The Employer shall not discriminate against applicants referred by the Union. Notwithstanding the foregoing, the Employer may hire from any source, subject to paragraph A.

- C. If there are no qualified employees pursuant to Article 10(A), priority among qualified applicants shall be given to employees permanently laid off from Hotels that are covered by this Agreement.

## **Article 11: Union Notification (“New Hires”)**

The Employer shall notify the Union by electronic format compatible with the Union’s information systems, within seven (7) calendar days, of the name, address, telephone number, email address and classification of new or additional employees hired into the bargaining unit.

## **Article 12: Union Orientation**

New hires shall meet with a delegate or other representative designated by the Union within thirty (30) days of their start date for purposes of union orientation. Such meetings shall last up to one (1) hour and shall be considered work time.

## **Article 13: Probationary and Substitute Employees**

- A. Probationary Employees: Employees shall be considered probationary for the first ninety (90) calendar days following hiring. During his/her probationary period, the employee may be terminated with or without cause and without recourse to the grievance and arbitration machinery set forth in this Agreement; provided, however, that the Employer may not terminate the employee for the purpose of evading this Agreement.
- B. Substitute Employees:
  - 1. New employees hired solely to substitute (“substitute employee”) for an employee on leave of absence, illness or injury, or vacation, will not accrue seniority during the period of their “substitute employment.”

2. At such time as the employee on leave of absence, illness or injury, or vacation returns to work, the substitute employee may be laid off by the Employer, and such layoff shall not prohibit the assignment of work on an overtime basis (or extra rooms in the case of housekeeping employees) to employees working in the same job classification as the substitute employee.
3. In the event the substitute employee is laid off after the expiration of sixty (60) days of work, s/he shall retain recall rights in his/her classification for the length of his/her actual employment.
4. In the event the substitute employee is laid off after the expiration of leave for which s/he was hired to substitute, s/he shall have recall and all other rights in accordance with this Agreement.

## **Article 14: Layoffs**

- A. Seniority: Layoffs (by inverse seniority) and recalls (by seniority) shall be governed by classification seniority. Temporary (i.e., less than six (6) months) layoffs shall be governed by classification seniority within the shift. Permanent (i.e., six (6) or more months) layoffs shall be by classification seniority without regard to shift (i.e., employees may bump less senior employees in the same classification on a different shift). Notwithstanding the foregoing, in small hotels where the practice is that both temporary and permanent layoffs are governed by classification seniority without regard to shift, such practice may continue, if mutually agreed to by the parties in writing.
- B. Notice: In accordance with the time frames set forth in Article 9(D)(4), the Employer shall give the Union and employee prior written or electronic notice of layoff. The Employer shall give the Union written or electronic notice of any employees recalled from layoff the previous pay week.

- C. **Reduced Work Week:** For purposes of this Agreement, including, but not limited to, Articles 8, 9, 16, 26, and 34, but not Article 25(C), a reduced work week shall be deemed a layoff.

## **Article 15: Vacations**

- A. **Entitlement – General:** All non-probationary employees who have been employed continuously for the period specified below shall receive the following annual vacations:
- |   |                 |
|---|-----------------|
| One (1) year but less than five (5) years       | Two (2) weeks   |
| Five (5) years but less than ten (10) years     | Three (3) weeks |
| Ten (10) years but less than fifteen (15) years | Four (4) weeks  |
| Fifteen (15) years or more                      | Five (5) weeks  |
- B. **Termination of Employment:** In the event an employee's employment is terminated, voluntarily or involuntarily, s/he shall be entitled to receive his/her accrued but unused vacation pay.
- C. **Proration:** Regular part-time employees shall receive vacation days prorated in relation to the hours they regularly work. Such vacation pay shall be based on each employee's hourly wage rate, which includes regular part-time premium pay.
- D. **Vacation requests** received prior to January 15th of each year will be scheduled in accordance with seniority and approved or denied within two (2) weeks after the January 15th deadline. Employees who have not handed in a request by May 1st for any remaining vacation weeks available will be scheduled in accordance with seniority and approved or denied within two (2) weeks after the May 1st deadline. Vacation requests received after the May 1st deadline will be scheduled by the Employer on a "first come, first served" basis for any remaining vacation weeks available. All vacation requests must be submitted in writing and will be responded to in writing.

- E. Carry Over: Employees may elect to carry over up to a maximum of two (2) weeks vacation from year to year. Any remaining vacation shall be paid out in the first pay period in December.

## **Article 16: Holidays**

- A. Entitlement – General: The Employer shall grant to all non-probationary employees the holidays and personal days listed below with pay:
  - 1. Holidays
    - New Year's Day
    - Dr. Martin Luther King Jr. Day
    - President's Day
    - Memorial Day
    - Independence Day
    - Labor Day
    - Thanksgiving Day
    - Day after Thanksgiving
    - Christmas Day
  - 2. Employees may elect to substitute another paid day for Christmas Day, said replacement day to be scheduled in the same manner as sick/personal days pursuant to Article 17(B).
- B. Holidays on Days Off: In the event such holiday falls on an employee's day off, vacation, or other benefit day, the employee shall receive an additional day's pay at the employee's benefit day rate as holiday pay.
- C. Work on Holiday: Employees who work on a holiday shall receive their regular pay in addition to Holiday pay.
- D. Holiday During Layoff: When an employee is laid off because of lack of work on any of the above-enumerated holidays, s/he shall be paid for such holiday, provided the holiday occurs within twenty (20) working days following the beginning of such layoff.

- E. Proration: Regular part-time employees shall receive holidays prorated in relation to the hours they regularly work. The proration shall be based on each employee's wage rate, which includes regular part-time premium pay.

## **Article 17: Sick/Personal Days**

- A. Entitlement: All non-probationary employees shall be entitled to ten (10) sick/personal days per calendar year. During the first year in which they are employed, sick day entitlement shall be accrued and available on a monthly basis following the probationary period (e.g., an employee hired on July 1, 2018 shall be entitled to one quarter (1/4) of the full entitlement upon completion of his/her probationary period (October 1, 2018), and shall accrue an additional 1/12 of the full entitlement each month thereafter until his/her anniversary date (July 1, 2019). The following January 1 (January 1, 2020), and each January 1 thereafter, s/he will be given the full entitlement).
- B. Use for Personal Reasons: Sick/personal days may be used for personal reasons unrelated to illness, provided such sick/personal days shall be scheduled with prior notice to and with the consent of the Employer, which consent shall not be unreasonably withheld or delayed.
- C. Proration: Regular part-time employees shall receive sick/personal days prorated in relation to the hours they regularly work. The proration shall be based on each employee's wage rate, which includes regular part-time premium pay.
- D. Carry Over: Up to fifteen (15) paid (sick and personal) days may be carried over from one calendar year to the next at the election of the employee. The remainder shall be paid out annually no later than December 15.
- E. Termination of Employment: In the event an employee's employment is terminated, voluntary or involuntary, s/he shall be entitled to receive his/her unused paid sick/personal days.



## **Article 18: Jury Duty**

All non-probationary employees who are summoned to serve for jury duty will be paid the difference between their per diem jury pay and their regular benefit day for all days served. The Employer may request written evidence of an employee's call to jury service together with a copy of receipt for payment for his/her duty as a condition to said payment.

## **Article 19: Bereavement Leave**

- A. Entitlement: All non-probationary employees shall be granted five (5) days paid bereavement leave in the event of a death in his/her immediate family no more than once per year. Such paid time off should be taken within one (1) week of the death or funeral. In the event an employee desires to take additional paid time, s/he may use any accrued and unused vacation, sick, and personal days. Employees shall notify the Employer in advance of the days s/he chooses to take as bereavement leave.
- B. Immediate Family: The "immediate family" is defined as the employee's grandparent, father, mother, sister, brother, half or step brother, half or step sister, spouse, domestic partner, child, stepchild, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.
- C. Confirmation: The Employer may require evidence of death and/or relationship.

## **Article 20: Benefit Days for Tipped Employees**

For all benefit days (e.g., vacation, holiday, sick/personal, jury duty, bereavement, etc.), tipped employees shall be paid at a rate no less than the greater of:

- (1) two (2) times the statutory minimum non-tipped hourly rate;
- (2) two (2) times the employee's hourly rate; or

- (3) Seventeen dollars and forty cents (\$17.40) per hour, which sum shall be increased annually by the increase to non-tipped wages pursuant to Article 3(C)(1) each April 1, commencing April 1, 2019.

## **Article 21: Leaves of Absence**

- A. Entitlement: An employee who has been employed for one (1) year or more shall be entitled to one (1) leave of absence without pay not to exceed thirty (30) days once each year. Employees should request such leave two (2) weeks in advance thereof, if practicable. The Employer may for good cause defer the time of the commencement of the requested leave of absence.
- B. Prohibition on Other Employment: An employee on leave of absence hereunder shall not take other employment during such leave without the prior written consent of the Employer.
- C. Reinstatement Rights: Leaves of absence under this provision shall not affect seniority rights, but the Employer shall not be obliged to pay the employee on leave of absence for any holidays or other benefit days that fall during the period of such leave.

## **Article 22: Absence Due to Illness or Injury**

A non-probationary employee absent from work because of sickness, injury, or FMLA or other protected reason, or because s/he is otherwise on leave and receiving pay or compensation for not more than twenty-four (24) consecutive months shall be entitled to reinstatement, provided the employee is capable of performing the essential duties of the job. The Employer may require satisfactory proof of sickness or injury and recovery.

## **Article 23: Discipline and Discharge**

- A. Just Cause: No non-probationary employee may be disciplined or discharged without good and just cause.

- B. Procedure following Suspension or Discharge: In the event any non-probationary employee is suspended or discharged, the Employer shall provide the employee and Union a written statement of the reasons therefore within seventy-two (72) hours of the decision to suspend or discharge.
- C. No interviews which could lead to discipline shall be conducted without a Delegate present.
- D. All misconduct notices will expire twelve (12) months after their date of issuance, except for those for unlawful harassment based on a protected classification, workplace violence, or theft.
- E. Written warnings must include the date and events for which the warning is issued. Employees shall be notified at the time of receiving discipline of their right to respond in writing and shall have such response attached to the discipline in the employee's personnel file.
- F. Discussions regarding discipline shall be conducted respectfully and never in the presence of guests or in public areas.

## **Article 24: Grievances and Arbitration**

- A. All complaints, disputes or grievances arising between the parties hereto involving questions or interpretation or application of any clause of this Agreement, or any acts, conduct or relations between the parties, directly or indirectly, which shall not have been adjusted by and between the parties involved shall be referred to a permanent umpire(s) to be known as the Impartial Chairperson, and his/her decision shall be final and binding upon the parties hereto. In addition, any questions regarding arbitrability, substantive, procedural, or otherwise, or regarding the Impartial Chairperson's jurisdiction or authority shall be submitted exclusively to the Impartial Chairperson for final and binding resolution, whose decision shall be final and binding on the parties hereto and the parties waive any right to challenge such determination

by the Impartial Chairperson regarding arbitrability, jurisdiction or authority in any other forum.

- B. The parties shall, where appropriate, attempt to amicably resolve grievances prior to submitting them to arbitration.
- C. In the event of a willful default by either party in appearing before the Impartial Chairperson, after due written notice shall have been given to the said party, the Impartial Chairperson is hereby authorized to render a decision upon the testimony of the party appearing.
- D. The parties consent that any papers, notices or process, including subpoenas, necessary or appropriate to initiate or continue an arbitration hereunder or to enforce or confirm an award, may be served by ordinary mail directed to the last known address of the parties or their attorneys, or when authorized by the Impartial Chairperson, by telegram, fax, e-mail or telephone.
- E. The parties consent that all arbitration hearings shall be heard at the Office of the Impartial Chairperson, or at such other place as the parties or Impartial Chairperson may designate.
- F. The Arbitrator shall have the authority to issue any remedy s/he deems necessary to fully and effectively remedy any complaint, grievance or violation, ensure compliance with this Agreement, and prevent future violations, including, but not limited to equitable and monetary relief, provided that s/he shall be limited to awarding back pay to an affected employee to the period commencing three (3) years from the date the grievance or complaint was first raised with the Employer by the Union or an employee.
- G. The Impartial Chairperson may call such arbitration hearing on giving five (5) days' notice to all of the interested parties. The Impartial Chairperson, however, may call a hearing on shorter notice if s/he deems it appropriate.

- H. The compensation of the Impartial Chairperson and his/her proper and necessary expenses shall be shared and paid equally by the Employer and the Union.
- I. The Impartial Chairperson shall be the panel established in the Industry Wide Agreement between the Union and Hotel Association of New York City, Inc. Precedent under the New York City IWA shall not be binding under this Agreement.
- J. The decision rendered by the Impartial Chairperson shall have the effect of a judgment entered upon an award made, entitling the entry of a judgment in a court of competent jurisdiction against the defaulting party who fails to carry out or abide by such decision.
- K. Right to Information:
  - 1. Right to Information: The Employer acknowledges that the Union has a right to information relevant to its relationship with the Employer and its role as representative of the employees. The Union shall be entitled to any information relevant or necessary to enforcing this Agreement; investigating or prosecuting possible violations, grievances and complaints; and fulfilling its role as bargaining representative. The Union shall further be entitled to any information relevant to representing workers in disputes with the Employer and fulfilling its obligations as exclusive bargaining representative. Nothing in this Article shall limit or reduce the Union's right to information pursuant to the National Labor Relations Act.
  - 2. Prompt Provision of Information: The Employer shall promptly and completely respond to all requests for information by the Union.
  - 3. Electronic Information: The Employer shall electronically transmit to the Union any information to which the Union is entitled in an electronically searchable and importable form and format

consistent with the Union's systems, except where such information cannot be put into such electronic format.

- L. Underpayment: In any circumstance of willful underpayment of an employee, the Employer shall be subject to a fifteen percent (15%) penalty payable to the employee in addition to any monies owed.

## **Article 25: Delegates and Assistant Delegates**

- A. Notification of Delegates: The Union will furnish a written list of Delegates and Assistant Delegates upon written request by the Employer, and the Union will notify the Employer in writing of any change in the list of delegates within ten (10) days of the making of such change.
- B. Suspension or Discharge: Prior to suspending or discharging a Delegate or Assistant Delegate, the Employer shall consult with the Union. Such consultation may be telephonic. If, after twenty-four (24) hours, the parties are unable to resolve the problem, or have not consulted, the Employer shall immediately notify the Office of the Impartial Chairperson and request a hearing. Pending an award by the Arbitrator upholding the suspension or discharge, the Delegate or Assistant Delegate shall remain on the job, except in cases of physical fighting, on the job drug/alcohol abuse, workplace violence, theft, or such related charges.
- C. Layoffs: Delegates shall have top seniority in their job classifications for purposes of layoff.
- D. Union Leave: Each Delegate, Assistant Delegate, and a reasonable number of such other employees as may be selected by the Union, shall be granted two (2) weeks' unpaid leave each year to attend Union training and any other Union-related or sponsored purpose, provided that the Employer is provided with a minimum of ten (10) days' advance written notice and further provided that the absence of such employee(s) shall not cause undue disruption to the operations of the Employer. Additional unpaid Union leave for Delegates and Assistant Delegates for

participation in Union programs shall be granted provided the absence of such employee(s) shall not cause undue disruption to the operations of the Employer.

## **Article 26: Bargaining Unit Work and No Subcontracting**

- A. The Employer shall not subcontract bargaining unit work, or work which is fairly claimable bargaining unit work. Notwithstanding, the Employer may continue to subcontract such work in the same manner and amount as prior to this Agreement provided no bargaining unit employee in the affected classification is on layoff, reduced work week, or otherwise adversely affected and provided further such subcontracting does not erode the bargaining unit.
- B. Nothing herein contained shall prevent non-bargaining unit employees in the excluded categories from performing the duties that they have performed heretofore, in the same manner and amount as heretofore, provided no bargaining unit employee in the affected classification is on layoff, reduced work week, or otherwise adversely affected, and provided further the work is not of a sufficient amount to justify hiring an additional full or regular part-time bargaining unit employee.

## **Article 27: Union Visitation**

Union representatives shall be granted access to the Employer's premises and employees. Union representatives shall advise management sufficiently in advance when a formal meeting with a large group of employees requiring arrangements is scheduled or when a meeting with management is desired so that arrangements can be made, if feasible. Under no circumstances shall Union representatives be barred from the premises or from access as a result of failure to provide such notice. Union representatives will not engage in conduct which disrupts or interferes with the work of employee(s) or with the management or operations of the Employer.

## **Article 28: Union Bulletin Board**

The Employer shall provide the Union with dedicated bulletin boards placed in locations easily accessible by the employees.

## **Article 29: Union Buttons**

Employees shall be entitled to wear one (1) Union button.

## **Article 30: Authority to Enforce the Contract**

All rights, benefits, privileges and/or immunities granted or secured by this Agreement to the Union or members or employees can be enforced only by or through the New York Hotel and Motel Trades Council, AFL-CIO, the Union herein. No employee or group of employees shall have the right to modify or waive any provision of this Agreement.

## **Article 31: Union Membership**

- A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date of this Agreement shall remain members in good standing and those who are not members on the date of this Agreement shall, on the thirtieth (30th) calendar day following the date of this Agreement, become and thereafter remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its date shall, on the thirtieth (30th) calendar day following the beginning of such employment, become and thereafter remain members in good standing. The Union agrees to permit all employees to become and remain members of the Union upon payment by them of initiation fees and periodic dues uniformly required as a condition of membership.
- B. Upon notice in writing from the Union to the effect that an employee is not a member of the Union in good standing, i.e., he/she has failed to pay the initiation fees and dues to the Union required herein, the



Employer shall, within five (5) days discontinue its employment of such employee. The Employer and the Union agree the foregoing discharge requirement shall only be applicable to the failure to pay dues and initiation fees uniformly required as a condition to acquiring or retaining membership in the Union and shall have no applicability to the failure of an employee to pay authorized regular and/or special assessments which may from time to time be levied by the Union in accordance with its Constitution and By-Laws.

- C. This Article and the following Article "Union Dues" shall be construed and applied to effectuate the parties' written terms subject to applicable law.

## **Article 32: Union Dues**

- A. Union dues, assessments, initiation and service fees, and defense fund assessments, during the term of this Agreement, shall not exceed the sums set forth in the memorandum to be furnished by the Union to the Employer at the time of the execution of this Agreement. Notwithstanding the foregoing, the amount of Union dues, assessments, initiation and service fees, and defense fund assessments, is subject to change at the prerogative of the Union. The Union agrees to give the Employer thirty (30) days' written notice prior to the effective date of any such change.
- B. The Union agrees to furnish the Employer with a memorandum showing the amount of dues, assessments, initiation and services fees and defense fund assessments payable as members of the Union and service fees payable as non-members of the Union by each of the employees of the Employer covered by this Agreement. Upon receipt of written authorization, the Employer agrees to deduct such dues, assessments, initiation and service fees and defense fund assessments from the wages or salaries of the respective employees bi-weekly (initiation fees and defense fund assessments are to be deducted in two (2) monthly installments) and the Employer agrees to transmit on a

monthly basis such sums collected by the Employer to the Union in the month of collection. The Employer will retain in its file the dues authorization card of each employee from whom it makes such deductions. The Employer agrees to furnish to the Union a list of the employees in its facility covered by the Agreement and will from time to time furnish to the Union the names of all such new employees who are to be covered by this Agreement, and also will notify the Union of employees who have left the employ of the Employer. The Employer agrees that the Union may examine the Employer's payroll records for the purpose of checking compliance with this provision.

### **Article 33: Strikes and Lockouts**

- A. Both the Union and the Employer recognize the service nature of the hotel business and the duty of the hotel operator to render continuous and hospitable service to the public in the way of lodging, food and other necessary hotel accommodation. Therefore, the Union agrees that it will not call, engage in, participate in, or sanction any strike, sympathy strike, stoppage of work, picketing of the hotel, sit-down, sit-in, boycott, refusal to handle merchandise, or any other interference with the conduct of the Employer's business, for any reason whatsoever; nor will it interfere with any guest or tenant at the hotel, while s/he is a guest or tenant occupying a room or space, who sells or exhibits non-union-made merchandise or employs non-union help. The Employer agrees that it shall not lock out its employees or any part of its employees.
- B. The Union and the employees agree that they will not, at any time, either directly or indirectly, interfere with or prevent the Employer from purchasing merchandise or any service requirements which it may desire from any source whatsoever because of the employment by the said source of non-members of a union or non-union workers, and the Union and the employees further agree that they will not refuse to handle, sell, deliver or work on any such merchandise which may be so purchased.

- C. The Union and the employees further agree that they will not call, participate in or sanction any sympathy strike of the employees because the Employer's purchase any merchandise manufactured by or any service requirements supplied by non-members of a union or by Employer's of non-union workers or because it has such merchandise manufactured for it by non-members of a union or employers of non-union workers. Such a strike shall be in violation of this Agreement.
- D. The Union and the employees further agree that they will not call upon the Employer to participate or assist in the enforcement of any public or silent boycott against any product sold or offered for sale, or used by the Employer.
- E. Any such act shall be a violation of this Agreement, and the same, including any and all disputes in reference thereto or with respect to any of the foregoing provisions, shall be submitted to the Impartial Chairperson as any other dispute under this Agreement.
- F. During the term of this Agreement there shall be no lockout, strike or stoppage of any kind pending the determination of any complaint or grievance and for a period of ten (10) days thereafter, and then only for the refusal of either party to abide by such determination.

## **Article 34: Management Rights**

The Employer shall have the right to direct and control its employees. The Employer shall have the right to lay off, promote, or transfer any employee. Promotions shall not be subject to contest or review. The Union shall, by representatives designated by it, have the right to confer with the Employer on behalf of any laid off or transferred employee. If the Union claims that a layoff or transfer results in any abuse of the rights of employees, the grievance shall be subject to the grievance and arbitration provisions of Article 24 of this Agreement.

## **Article 35: Night Shift Differential**

- A. General: Night shift differential shall apply to all employees covered by this Agreement.
- B. Payment – Rate: Night shift differential shall be paid for all hours worked after 11:00 P.M. in the evening and before 7:00 A.M. the next morning. Each employee employed during the hours stated above shall, in addition to his/her regular wages, receive sixty-four cents (\$0.64) per hour, subject to GRIWA Article 3(C)(4) increases to wage-related items commencing April 1, 2019.
- C. Calculation:
  - 1. Overtime: The wage rate on the basis of which overtime compensation is to be calculated shall include the night shift differential.
  - 2. Benefit Days: Vacation, sick days, personal days, bereavement, jury duty pay and holiday pay shall include the night shift differential, provided, however, that this applies only to employees who are regularly scheduled for work during the hours for which the night shift differential is paid.

## **Article 36: Cost of Licensing, Training, and Certification**

The Employer shall pay the costs of obtaining and maintaining any required training, licensing or certification. Any time spent obtaining or maintaining such shall be paid time. Tipped employees shall be paid at the benefit day rate for such time.

## **Article 37: Housekeeping**

- A. Quota/Travel/Checkout:

Each hotel shall negotiate with the Union a reasonable room quota, including travel and checkout clauses, which shall be consistent with industry standards, taking into account the specifics of the given

hotel (e.g., size of room, amenities, layout, fixtures, bedding, business model (such as extend stay), etc.). Failing agreement, said matter shall be submitted to the Impartial Chairperson for resolution.

**B. Extra Room Pay:**

Effective April 1, 2018, Room Attendants shall be paid Ten Dollars and Twenty-Three Cents (\$10.23) for each room credit beyond his/her quota cleaned. The extra room rate shall be increased each April 1 as follows:

April 1, 2019	\$10.75
April 1, 2020	\$11.30
April 1, 2021	\$11.87
April 1, 2022	\$12.48

Extra room pay shall be in addition to any other premium or extra pay, including overtime.

**C. Cot/Crib/Sofabed Pay:**

Effective April 1, 2018, Room Attendants shall be paid Three Dollars and Eighty-Three Cents (\$3.83) for each cot, crib, or sofabed set or made up. The cot/crib/sofabed rates shall be increased each April 1 as follows:

April 1, 2019	\$4.02
April 1, 2020	\$4.22
April 1, 2021	\$4.43
April 1, 2022	\$4.65

On any shift during which a Room Attendant sets or makes up cots, cribs, and/or sofas, three (3) cots, cribs and/or sofas shall constitute a room and shall be credited towards the Room Attendant's quota of rooms for the day.

## **Article 38: No Discrimination**

The Employer agrees it shall not discriminate on the basis of gender, age, race, creed, color, religion, national origin, citizenship, marital or parental status, sexual orientation, gender identity or gender expression, personal political beliefs or associations, immigration status, lawful off-duty activity, disability, veteran status, membership in the Union or participation in protected concerted activity or any other trait protected under either federal, state or local law.

## **Article 39: Dignity and Respect**

The Hotel, through its agents, managers, or supervisors, shall not abuse or harass any employee, verbally or otherwise, and shall at all times treat employees in a professional, courteous, respectful and dignified manner.

## **Article 40: Adequate Supplies**

The Employer shall provide employees with supplies or equipment that are needed for the timely, safe, efficient and effective performance of their duties. Employees shall not be disciplined for failure to complete an assignment due to lack of supplies.

## **Article 41: Safety and Health**

- A. General: The Employer and Union agree that the safety and health of employees is of paramount concern. Accordingly, the Employer agrees to provide a safe and healthy work environment. The Employer further agrees to provide such training and equipment, adopt procedures and safeguards, and make repairs or modifications to its facility as required by law or this Article in order to provide a safe and healthy work environment.
- B. Ventilation: The Employer shall provide sufficient ventilation and air temperature for a safe and healthy working environment.

- C. **Safety Equipment:** The Employer shall provide and maintain personal protective equipment and devices required under this Article at the Employer's expense (e.g., respirators, goggles, etc.).
- D. **Right to Refuse Unsafe Assignment:** An employee may refuse a work assignment if s/he has a reasonable good faith belief that such assignment subjects him/her to unusually dangerous conditions which are not normally part of the job. Prior to exercising his/her rights under this Article, the employee shall promptly notify management of the perceived unsafe condition. The Employer may not discriminate or retaliate against an employee for exercising his/her right hereunder.

## **Article 42: Panic Button**

- A. **General Obligation of the Employer to Protect Employees:** The Employer reaffirms that the safety of Employees is of paramount concern and includes safety from harassment by hotel guests. The Employer shall take reasonable steps to address inappropriate guest advances, harassment and threats and to respond promptly and adequately should such incidents occur.
- B. **Devices:** During the term of this Agreement, the Employer will equip Room Attendants, Housekeeping Attendants, Minibar Attendants, Room Service Servers and any other employee who is required to enter an occupied guest room with devices to be carried on their persons at work that they can quickly and easily activate to effectively summon prompt assistance to their location. It is recognized that because of the varying size and physical layout of each hotel, different devices may be appropriate for different hotels.
- C. **Right to Request Accompaniment Prior to Entering an Occupied Guest Room:** An Employee who has a reasonable good faith belief that entering an occupied guest room alone poses a risk to his/her safety from guest conduct shall promptly notify management of the perceived safety risk and if asked to enter the guest room shall be accompanied by

a security officer, manager, or other appropriate staff member, as determined by the Employer. As an alternative, the Employer shall have the right to reassign the Employee to another guest room or to refuse service, in whole or in part, to said room.

- D. Employee Complaints: The Employer shall promptly and adequately respond to Employee complaints of inappropriate advances, harassment, or threats by guests. The Employer shall not discipline nor otherwise adversely affect any employee for making a good faith complaint against a guest.
- E. Purpose of Article: The purpose of this Article is to protect employees and the device may not be used for any purpose other than employee protection.

### **Article 43: No Unlawful Assignments**

The Employer may not request that bargaining unit employees perform or fail to perform any task or duty that would constitute a violation of any applicable law, statute or regulation. No employee may be disciplined as a result of refusing such directive.

### **Article 44: Breakages, Walkouts, and Shortages**

Employees may not be charged or otherwise held financially responsible by the Employer for walkouts, breakages, shortages, or the like.

### **Article 45: Drug Testing**

No post-probationary employee may be required to submit to a drug or similar test.

### **Article 46: No Background or Credit Checks**

No post-probationary employee may be required to submit to a credit check or background check, except to verify licensing necessary for an employee's position.



## **Article 47: Lie Detectors**

No employee may be required to submit to a lie detector or similar test.

## **Article 48: Uniforms**

- A. The Employer agrees that whenever it requires employees to wear uniforms, such uniforms shall be supplied and shall be laundered at the expense of the Employer. The Employer agrees to supply cooks with uniforms. A cook's uniform is defined as jacket, cap, apron, kerchief and pants.
- B. Uniforms shall be designed and maintained in such a manner as to account for the conditions in which employees work, the tasks they perform, and safety and health issues.

## **Article 49: Meals**

Employers that had provided meals to employees shall provide Employees with one (1) wholesome and varied meal each shift at no cost to the employee. In addition, Employers that have a restaurant and kitchen shall provide Employees with one (1) wholesome and varied meal each shift at no cost to the employee.

## **Article 50: Immigrants' Rights**

- A. Union Notification: In the event that a post-probationary employee has a problem with his/her right to work in the United States, or in the event the U.S. Citizenship and Immigration Services (USCIS) or other agency specifically notifies the Employer of its intent to conduct an audit or investigation or serves a warrant relating to employees' authorization to work, the Employer shall notify the Union in writing as soon as the problem is known. Upon the Union's request, the Employer shall meet with the Union to discuss the nature of the problem. Whenever possible, and to the extent permitted by law, the meeting shall take place before

any action is taken by the Employer, but the Employer shall not be required to postpone such audits or meetings with agencies.

- B. Unpaid Leave: Upon request, employees shall be released for a total of five (5) unpaid working days per each rolling twelve (12) month period, in order to attend USCIS proceedings and any related matters for the employee only. The employee shall submit proof of such proceedings and attendance by the employee to the Employer.
- C. Reinstatement:
  - 1. A post-probationary employee who is not authorized to work in the United States and whose employment has been terminated for this reason shall be immediately reinstated to the next week's schedule to his/her former classification without loss of prior seniority provided the employee produces proper work authorization within twelve (12) months of the date of termination. Employees shall not accrue vacation or other benefits during such absence.
  - 2. If the employee needs additional time, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without retaining seniority, upon the former employee providing proper work authorization within a maximum of twelve (12) additional months from the time noted in Article 50(C)(1) above. The Union may grieve and arbitrate any subsequent failure to complete probation if arbitrary or capricious or an abuse of this provision.
- D. No-Match Letters: The Employer who receives a "No-Match" letter agrees to take any and all reasonable steps necessary to resolve the discrepancy prior to effectuating any adverse employment action in order to be consistent with applicable federal law, regulations, or enforcement guidelines.
- E. New Legislation: The parties acknowledge that federal legislation, regulations or enforcement guidelines ("law") are currently being

considered pertaining to the rights of immigrants. The parties agree that they will meet and negotiate if changes in the law materially impact the rights and obligations outlined in Article 50(A) through (D). If the parties are unable to resolve issues pertaining to any such changes in the federal law, the issue shall then be submitted for resolution to the Office of the Impartial Chairperson. The Impartial Chairperson will have the right to consider expert testimony.

- F. **Change in Name or Social Security Number:** No employee covered by this Agreement shall suffer the loss of seniority, compensation or GRIWA benefits due to any change in the employee's name or social security number, provided that the new social security number is valid and the employee is authorized to work in the United States.
- G. **No Discrimination or Retaliation:** The Employer may not discriminate or retaliate against any employee, including for engaging in union or protected and concerted activity or enforcing this Agreement, by inquiring into or using an employee's work authorization status.
- H. **No Voluntary Authorization Programs:** Unless required by law, the Employer shall not use voluntary work authorization programs, such as E-Verify, for any non-probationary employees.
- I. **No Re-verification:** Unless required by law, the Employer shall not re-verify unexpired work authorization documents which are facially valid.
- J. **Pre-1986 Employees:** Except as required by law, no employee continuously employed as of November 6, 1986 (or before as amended by Congress) shall be required to document his/her immigration status.
- K. **Translations:** In meetings involving discipline, except in situations where an employee is being suspended pending investigation, an employee who clearly needs language assistance or who cannot fully understand the issues relevant to his/her discipline and requests language assistance shall be provided by the Employer with an individual capable of assisting in the communication. Any reasonable delay in interviewing

or effectuating discipline as a result of the need for such shall not affect the timeliness of any grievance or discipline. In all other matters, the Employer shall make a good faith effort to provide appropriate language assistance when an employee clearly needs such assistance or when the employee cannot fully understand what is being said and requests language assistance.

## **Article 51: Employee Meal and Locker Rooms**

The Employer shall provide safe, clean and sanitary places for eating and changing and storing clothes, as well as washroom facilities to employees covered by this Agreement.

## **Article 52: Employee Access to Personnel Files**

Employees shall have reasonable access to their own personnel files during the regular business hours of the Human Resources Department.

## **Article 53: Privacy**

The Employer shall respect the employees' right to privacy. The Employer may not divulge any data or information regarding an employee, including, but not limited to, his/her social security number, address, or phone number to any individual or entity other than the Union or the Funds, without the express written authorization of the employee or unless otherwise required by law or necessary to ensure compliance with this Agreement.

## **Article 54: Successors & Assigns**

- A. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of either party hereto or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of either party hereto. Any successor

Employer shall assume all of the obligations under this Agreement of the prior operator of the facility or concession to the employees, the Union or any of the funds to which Employer is required to contribute hereunder.

- B. Employer shall make it a written material condition of any transaction of any kind whatsoever which transfers majority ownership, management or operational control of the facility or Concessionaire such that the party ("transferee") assuming such majority ownership, management or operational control must assume and be bound in writing to this Agreement.
- C. A successor, assign or transferee shall assume all obligations of the predecessor, assignor or transferor, including this agreement and those agreements and practices supplementing this Agreement. Subject to Paragraph (D), every successor, assign and transferee shall execute an assumption agreement substantially similar to the following not less than ten (10) business days prior to any transfer or change covered by this Article.

### **ASSUMPTION AGREEMENT**

Agreement made as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between [PURCHASER NAME] and [MANAGER/OPERATOR NAME, IF DIFFERENT] its managing agent, on their own behalf and on behalf of any affiliated or related entity and any current or future owner, manager or operator, and their respective successors or assigns (collectively, "Purchaser"), and the New York Hotel and Motel Trades Council, AFL-CIO ("Union").

Whereas, Purchaser has agreed to purchase the [FACILITY NAME] ("facility") from the current owner, [SELLER NAME] ("Seller");

Whereas, the Seller is bound to, inter alia, Article 54 of the Greater Regional Industry Wide Agreement (“GRIWA”);

Whereas, Article 54 of the GRIWA requires successors, assigns and transferees (“successor”) to be bound to the GRIWA;

Whereas, the Purchaser agrees that it is a successor to the obligations under the GRIWA;

Now, therefore it is agreed:

1. Purchaser agrees that it shall retain all current bargaining unit employees, whose employment will continue uninterrupted and without loss of seniority, compensation, benefits or fringe benefits, and with no adverse effect on other terms and conditions of employment, subject to the GRIWA and applicable law.
2. Purchaser agrees that, effective as of the date of the closing, it has assumed, adopted and is bound by all of the terms, both economic and non-economic, of the GRIWA and those agreements and practices supplementing the GRIWA.
3. By virtue of the closing, Purchaser acknowledges that no new verification of currently valid I-9 forms will be necessary.
4. Effective immediately any and all disputes between the parties or regarding the interpretation or application of this Agreement shall be subject to the grievance arbitration provisions of the GRIWA, the entirety of which is incorporated herein by reference.

**FOR THE UNION****FOR THE PURCHASER  
(on behalf of each owner,  
operator and manager)**

By: \_\_\_\_\_

Name:

Title:

Authorized to Sign

Dated:

By: \_\_\_\_\_

Name:

Title:

Authorized to Sign

Dated:

- D. In the event an Owner of a facility is not the Employer of the employees nor otherwise bound by the GRIWA, the Owner shall be (i) bound by the Successor and Assigns, Accretion, and Neutrality and Card Check provisions of this GRIWA (ii) shall be secondarily liable for any obligations of any Employer in the facility under the GRIWA, and (iii) shall be bound by the arbitration provisions of the GRIWA as they relate to any dispute regarding these provisions. Such Owner shall be required to sign an agreement with the Union reaffirming such, including the obligation to retain all bargaining unit employees, whose employment will continue uninterrupted without loss of seniority, compensation, benefits, or other terms and conditions of employment subject to the GRIWA and applicable law.
- E. Not less than thirty (30) days prior to the closing of the transaction, the Employer shall give the Union notice in writing of the possibility of a transaction between the Employer and the potential transferee and the notice to the Union will provide the details then known to the Employer as to the nature, expected closing date, and identity of the parties to the transaction. Not less than ten (10) business days prior to the closing of the transaction, the Employer shall give the Union notice in writing of the transaction between the Employer and the transferee and the notice to the Union will provide the full and complete identity of the transferee,

together with a duly executed copy of the pertinent portion of the transaction agreement between the Employer and the transferee pursuant to which the transferee agrees to assume this Agreement.

- F. Said notices will be held by the Union in strict confidence and the Union, upon request of the Employer, will agree to a confidentiality pledge upon terms mutually acceptable to the Employer and the Union, provided, however, that such confidentiality pledge will be ineffective upon the Employer's violation of this Article 54. If the Union is provided with a signed copy of the portion of the agreement where the transferee agrees to assume this Agreement, the Union will not contact the transferee prior to the closing.
- G. The Employer and Union agree that if a determination is made by the Impartial Chairperson that a violation of Article 54 has occurred, then in such case, the violation will be deemed to be irreparably harmful to the Union and its members. In such event, the Union may seek such relief as is necessary to redress and remedy such violation and irreparable harm, including, but not limited to, the award of monetary damages and/or injunctive relief either from the Office of the Impartial Chairperson, the National Labor Relations Board, a court of competent jurisdiction or such other forum as deemed appropriate by the Union.

## **Article 55: Severance Pay**

- A. In the event of termination or permanent layoff (i.e., a layoff of a non-probationary, lasting or expected to last for six (6) months or more) resulting from the (1) closing of the Employer or a restaurant, department or a concession therein; or (2) an elimination of a shift; or from (3) technological change; or (4) the conversion of use of the Employer's premises, severance pay shall be paid as a result of any of the foregoing. Receipt of such severance pay does not terminate or waive an employee's right to recall.



- B. For the purpose of calculating severance pay, the Employer shall pay to the non-probationary employees affected an amount equal to five (5) days of wages for each year of service for each affected employee provided the employee was employed for not less than six (6) months' service (twice that amount for tipped employees). The Employer shall further make COBRA payments on behalf of such employees for six (6) months. Unless otherwise proven, all employees laid off within one (1) year of a permanent closing shall be presumed to have been terminated as a result of the closing and shall therefore be eligible for severance pay. In connection with the foregoing, the Employer shall issue, and send to the Union for distribution, checks made payable to the individual employees entitled to severance pay in accordance with the foregoing formula. The Employer agrees to make all statutory tax withholdings prior to transmittal of the checks to the Union for distribution. Payment shall be computed to the nearest quarter year.

## **Article 56: Bankruptcy**

- A. The Employer shall advise the Union, in writing by electronic mail or fax, as soon as reasonably practicable of, and in any event immediately upon the Employer's knowledge or receipt of notice of, the filing of any bankruptcy, state court receivership or similar proceeding which would affect bargaining unit employees or this Agreement. The Employer shall provide electronic copies of any papers filed in connection with any such proceeding, in addition to any other relevant information requested by the Union.
- B. It is acknowledged that Section 2(1) and (2) of the National Labor Relations Act include trustees and receivers within the definition of person and, therefore, Employer, and that trustees and receivers are successors subject to Article 54 of this Agreement.
- C. In the event a motion is made pursuant to Section 1113 of the Bankruptcy Code, or similar statute, that would have the effect of modifying this Agreement, the Union shall have the right to submit the

issue of whether the provisions of Article 33 (other than those regarding arbitration) may terminate to the Office of the Impartial Chairperson on an expedited basis.

- D. In the event this Agreement is modified pursuant to Section 1113 of the Bankruptcy Code or similar statute, any provisions so modified shall, unless the parties agree otherwise, revert to their original terms immediately upon the sooner of (i) the discharge or termination of the bankruptcy or (ii) expiration of any interim period for the modifications set by the Court.

## **Article 57: Application of Contract, Accretion, Card Check and Neutrality**

The parties agree to Article 60 of the IWA and Addendum IV of the IWA, incorporated herein by reference.

## **Article 58: Separability**

Should any part hereof or any provision herein contained be rendered or declared illegal, unenforceable, 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, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal, unenforceable, or an unfair labor practice and, failing agreement, submit the matter to the Office of the Impartial Chairperson for resolution. The remaining parts or provisions shall remain in full force and effect.

## Article 59: Spotters

- A. In cases where the Employer's investigation of an employee's performance or conduct may lead to suspension or discharge based upon a spotter's report, the Employer shall:
1. Notify the employee as soon as practicable, but in no event later than seventy-two (72) hours of the close of his/her shift in question, that s/he is the subject of a spotter inspection; or, if the employee is not working during such period, at any time prior to the close of his/her next scheduled shift. The Employer shall specify the shift which is at issue.
  2. Within fourteen (14) days following the notification set forth in Article 59(A)(1) above, the Employer shall effectuate the discipline of the employee, if any.
  3. Upon such notice to the employee that s/he is being suspended or discharged based upon a spotter's report, the Employer shall provide the Union with all reports, notes, video or audio recordings, or other documents relied upon by the Employer which relate to the discipline of the employee.
- B. In cases where the Employer's investigation of an employee's performance or conduct based upon a spotter's report results in a verbal warning or a written warning, the Employer shall effectuate the verbal warning or written warning within thirty (30) days of the Employer's receipt of the spotter's report and shall provide the Union with the information specified in Article 59(A)(3) above.
- C. The foregoing times and dates shall be exclusive of Saturdays, Sundays, and Holidays.
- D. The foregoing shall not apply where information obtained from a spotter is used for non-disciplinary purposes (i.e., retraining).
- E. Nothing in this Article shall be construed to restrict the Union's right to request relevant information.

## **Article 60: Voluntary Political Action Fund**

The Employer agrees to deduct from the paycheck of its participating employees voluntary authorized contributions to the Union's Political Action Committee. The contribution deduction shall be made once for each month during which the employee has performed compensated services. The contribution amounts as authorized shall be deducted at the same time and in the same manner as deductions made for employees' Union membership dues. Said contributions shall be remitted to the Fund and sent care of the Union's Controller, at the same time as Union membership dues payments are remitted to the Union after the last day of the preceding month. The Employer shall transmit all aggregate contribution deductions for that month in one (1) check, together with the names and social security numbers of each employee on whose behalf a deduction is made, and the amount of the employee's contribution deduction.

## **Article 61: Employee ID**

If requested by an Employee, the Employer shall provide a photo identification card, identifying the individual as an employee of the Employer and listing, inter alia, the name, address, and date of birth of the Employee.

## **Article 62: Voting Time**

Employees shall be permitted up to four (4) hours of paid working time to vote in any local, state, and federal elections, including elections for office, primaries, ballot initiatives, referenda, and special elections for up to three (3) days per year on such days when they are also scheduled to work. Such time shall be paid at the benefit day rate. Paid voting time is intended only for employees who vote on such day. Employees shall provide reasonable notice of their intent to use paid voting time. The Employer shall accommodate the employee's request to use such paid time at a specific time, unless it will cause undue disruption. Nothing herein shall reduce or limit rights employees would otherwise have to vote during working time under applicable laws.

## **Article 63: Voter Registration**

New employees shall be offered the opportunity to register to vote at the Employer during their orientation period. In addition, employees shall be afforded the opportunity to register to vote at the Employer any time thereafter during non-working hours. The Employer shall be responsible for submitting any non-electronically filed voter registration applications to applicable state or local authorities prior to the next voter registration deadline. The Employer shall not make or keep a copy of any completed voter registration application.

## **Article 64: Hidden Surveillance**

- A. Under no circumstances shall the Employer install or use hidden surveillance equipment in employee restrooms; locker rooms; changing rooms; in places when and where, with prior consent of the Employer, employees have been given access to areas of the facility to conduct religious prayer or services or to administer lawful medications; or where and when union meetings are occurring.
- B. Hidden surveillance equipment shall only be used for a limited time not to exceed sixty (60) calendar days. If the Employer intends to utilize any evidence gathered by use of such equipment as a basis to discipline an employee, the Employer shall timely notify the Union in writing of the type of the equipment installed or used, the location of the equipment, the purpose of the installation or use, the duration and dates of the installment and use, and a detailed description of any allegations the Employer intends to make of employee misconduct based on the evidence gathered.
- C. Every six (6) months, i.e., on January 15th and July 15th of each year, the Employer shall provide the Union with the following information relating to the installation and use of hidden surveillance equipment completed during the previous six (6) month period: the type of equipment installed or used, the location of the equipment, the purpose

of the installation or use, and the duration and dates of the installment and use.

- D. Evidence gathered by such hidden surveillance equipment shall not be admissible in arbitration to support disciplinary action against an employee under any of the following circumstances:
1. The equipment was installed or used without a reasonable good faith belief that theft, vandalism, drug or alcohol use, criminal activity, workplace violence or other serious employee misconduct has or would occur in the area surveilled during the period of the installation or use or such reasonable good faith belief was not the sole reason for installation of the camera.
  2. The Employer failed to preserve all evidence gathered by the equipment, unexpurgated, including exculpatory evidence, relevant to the disciplinary case.
  3. The Employer shall furnish the Union, upon request, with any evidence gathered by such hidden surveillance equipment which is relevant to the grievance, or possible grievance, being investigated by the Union which is connected with the misconduct which is the subject of the hidden surveillance.
  4. Since the Employer has the right to use the surveillance evidence gathered on issues or instances of misconduct which were not the subject of the original reasonable good faith belief, then, upon timely request, the Union has the right to view the surveillance evidence for the grievance being investigated or any possible grievance.
- E. For purposes of this Article, the term "hidden surveillance equipment" shall only include cameras or video equipment but shall not include equipment where the camera or video equipment, or a camera "dome" casing is visible to the naked eye.

## Article 65: Ratification

This Agreement shall be subject to ratification by the Union.

## Article 66: Signing Bonus

Each full time employee on the Employer's payroll on the effective date of this Agreement shall receive a one-time signing bonus of three hundred dollars (\$300.00). Each part time employee on the Employer's payroll on the effective date of this Agreement shall receive a one-time signing bonus of one hundred and fifty dollars (\$150.00). For Hotels which adopt this Agreement after its effective date, the effective date for purposes of this Article shall be the date such Hotel becomes bound to this Agreement. Article 66 shall not apply to Hotels that already had a Collective Bargaining Agreement with the Union when it adopted this Agreement.

## Article 67: Duration

This Agreement shall be effective upon ratification and full execution, and shall continue for a period ending 11:59 pm on March 31, 2023. In the event the Employer is closed for any reason on the expiration of this Agreement (e.g., for renovations), this contract shall automatically extend for a period ending one hundred and twenty (120) days after the reopening. Any disputes regarding such extension shall be submitted to arbitration in accordance with the terms of this Agreement.

### FOR THE EMPLOYER

/s/ Vijay Dandapani

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Name: Vijay Dandapani

Title: President & CEO

Authorized to Sign

### FOR THE UNION

/s/ Peter Ward

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Name: Peter Ward

Title: President

Authorized to Sign

## Schedule A

### Newark, Newark Airport (including Elizabeth), and Hudson River Waterfront (including Jersey City, Hoboken, and Weehawken)

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
<i>Increases: Non-Tipped Employees</i>	\$0.90	\$0.90	\$1.00	\$1.10	\$1.10
<i>Increases: Tipped Employees</i>	\$0.45	\$0.45	\$0.50	\$0.55	\$0.55

### HOUSEKEEPING

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Room Attendant	\$16.50	\$17.40	\$18.40	\$19.50	\$20.60
House Attendant	\$16.50	\$17.40	\$18.40	\$19.50	\$20.60
Lobby Attendant	\$16.50	\$17.40	\$18.40	\$19.50	\$20.60
Laundry Attendant	\$16.50	\$17.40	\$18.40	\$19.50	\$20.60
Night Cleaner	\$17.50	\$18.40	\$19.40	\$20.50	\$21.60

### FRONT OFFICE

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Front Desk	\$17.50	\$18.40	\$19.40	\$20.50	\$21.60
Night Auditor	\$18.50	\$19.40	\$20.40	\$21.50	\$22.60



## Newark, Newark Airport (including Elizabeth), and Hudson River Waterfront (including Jersey City, Hoboken, and Weehawken)

### FRONT SERVICE

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Bellperson*	\$13.00	\$13.90	\$14.90	\$16.00	\$17.10
Doorperson*	\$13.00	\$13.90	\$14.90	\$16.00	\$17.10
Driver*	\$13.00	\$13.90	\$14.90	\$16.00	\$17.10

### FOOD AND BEVERAGE

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Server**	\$10.50	\$10.95	\$11.45	\$12.00	\$12.55
Bartender**	\$13.00	\$13.45	\$13.95	\$14.50	\$15.05
Busser**	\$14.00	\$14.45	\$14.95	\$15.50	\$16.05
Captain**	\$13.00	\$13.45	\$13.95	\$14.50	\$15.05
Cook	\$20.00	\$20.90	\$21.90	\$23.00	\$24.10

\* Bellpersons, Doorpersons, and Drivers will be deemed non-tipped employees, although they will be permitted to accept tips. In hotels where Bellpersons, Doorpersons, and Drivers are considered tipped employees as of the date of this Agreement, such employees will be paid benefit day pay at the greater of: (i) their hourly rate, (ii) two times their current hourly rate as of the date of this Agreement, or (iii) the rate provided for in Article 20(1) and (3). Bellpersons, Doorpersons, and Drivers hired after such hotels have “caught up” to the applicable Schedule A rate will receive benefit day pay in the same manner as non-tipped employees.

\*\* Tipped Classification

**Newark, Newark Airport (including Elizabeth), and Hudson River Waterfront (including Jersey City, Hoboken, and Weehawken)**

**FOOD AND BEVERAGE (continued)**

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Prep Cook	\$17.00	\$17.90	\$18.90	\$20.00	\$21.10
Dishwasher / Steward	\$16.00	\$16.90	\$17.90	\$19.00	\$20.10
Food Runner	\$16.50	\$17.40	\$18.40	\$19.50	\$20.60
Food & Beverage Attendant	\$16.50	\$17.40	\$18.40	\$19.50	\$20.60
Greeter / Host	\$16.50	\$17.40	\$18.40	\$19.50	\$20.60
Barista	\$16.50	\$17.40	\$18.40	\$19.50	\$20.60

**ENGINEERING**

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Engineer	\$23.00	\$23.90	\$24.90	\$26.00	\$27.10
Maintenance / Handyperson	\$20.00	\$20.90	\$21.90	\$23.00	\$24.10

Note: Classifications not included herein shall be negotiated between the individual Hotel and the Union.

Note: Leads shall be paid \$2.00/hour above the regular hourly rate for the corresponding classification.

## Suburban Northern New Jersey<sup>1</sup> and Central New Jersey<sup>2</sup>

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
<i>Increases: Non-Tipped Employees</i>	\$0.90	\$0.90	\$1.00	\$1.10	\$1.10
<i>Increases: Tipped Employees</i>	\$0.45	\$0.45	\$0.50	\$0.55	\$0.55

### HOUSEKEEPING

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Room Attendant	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
House Attendant	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Lobby Attendant	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Laundry Attendant	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Night Cleaner	\$16.00	\$16.90	\$17.90	\$19.00	\$20.10

<sup>1</sup> Including Clifton, Denville, East Orange, East Rutherford, Englewood, Hackensack, Hasbrouck Heights, Livingston, Lyndhurst, Mahwah, Montclair, Morristown, Morris Plains, North Bergen, Nutley, Paramus, Parsippany, Passaic, Paterson, Ramsey, Randolph, Ridgewood, Rutherford, Secaucus, West Orange, and Wyckoff.

<sup>2</sup> Including Bridgewater, East Brunswick, Edison, Franklin, Hamilton, Monroe, New Brunswick, North Brunswick, Old Bridge, Perth Amboy, Piscataway, Plainfield, Princeton, South Brunswick, Trenton, and Woodbridge.

## Suburban Northern New Jersey and Central New Jersey

### FRONT OFFICE

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Front Desk	\$15.00	\$15.90	\$16.90	\$18.00	\$19.10
Night Auditor	\$16.00	\$16.90	\$17.90	\$19.00	\$20.10

### FRONT SERVICE

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Bellperson*	\$12.50	\$13.40	\$14.40	\$15.50	\$16.60
Doorperson*	\$12.50	\$13.40	\$14.40	\$15.50	\$16.60
Driver*	\$12.50	\$13.40	\$14.40	\$15.50	\$16.60

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\* Bellpersons, Doorpersons, and Drivers will be deemed non-tipped employees, although they will be permitted to accept tips. In hotels where Bellpersons, Doorpersons, and Drivers are considered tipped employees as of the date of this Agreement, such employees will be paid benefit day pay at the greater of: (i) their hourly rate, (ii) two times their current hourly rate as of the date of this Agreement, or (iii) the rate provided for in Article 20(1) and (3). Bellpersons, Doorpersons, and Drivers hired after such hotels have “caught up” to the applicable Schedule A rate will receive benefit day pay in the same manner as non-tipped employees.

## Suburban Northern New Jersey and Central New Jersey

### FOOD AND BEVERAGE

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Server**	\$8.75	\$9.20	\$9.70	\$10.25	\$10.80
Bartender**	\$10.00	\$10.45	\$10.95	\$11.50	\$12.05
Busser**	\$11.50	\$11.95	\$12.45	\$13.00	\$13.55
Captain**	\$12.00	\$12.45	\$12.95	\$13.50	\$14.05
Cook	\$18.00	\$18.90	\$19.90	\$21.00	\$22.10
Prep Cook	\$15.00	\$15.90	\$16.90	\$18.00	\$19.10
Dishwasher / Steward	\$13.50	\$14.40	\$15.40	\$16.50	\$17.60
Food Runner	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Food & Beverage Attendant	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Greeter / Host	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Barista	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10

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\*\* Tipped Classification

## Suburban Northern New Jersey and Central New Jersey

### ENGINEERING

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Engineer	\$18.00	\$18.90	\$19.90	\$21.00	\$22.10
Maintenance / Handyperson	\$17.00	\$17.90	\$18.90	\$20.00	\$21.10

Note: Classifications not included herein shall be negotiated between the individual Hotel and the Union.

Note: Leads shall be paid \$2.00/hour above the regular hourly rate for the corresponding classification.

## Rockland County, New York

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
<i>Increases: Non-Tipped Employees</i>	\$0.90	\$0.90	\$1.00	\$1.10	\$1.10
<i>Increases: Tipped Employees</i>	\$0.45	\$0.45	\$0.50	\$0.55	\$0.55

### HOUSEKEEPING

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Room Attendant	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
House Attendant	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Lobby Attendant	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Laundry Attendant	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Night Cleaner	\$16.00	\$16.90	\$17.90	\$19.00	\$20.10

### FRONT OFFICE

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Front Desk	\$15.00	\$15.90	\$16.90	\$18.00	\$19.10
Night Auditor	\$16.00	\$16.90	\$17.90	\$19.00	\$20.10

## Rockland County, New York

### FRONT SERVICE

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Bellperson*	\$12.50	\$13.40	\$14.40	\$15.50	\$16.60
Doorperson*	\$12.50	\$13.40	\$14.40	\$15.50	\$16.60
Driver*	\$12.50	\$13.40	\$14.40	\$15.50	\$16.60

### FOOD AND BEVERAGE

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Server**	\$8.75	\$9.20	\$9.70	\$10.25	\$10.80
Bartender**	\$10.00	\$10.45	\$10.95	\$11.50	\$12.05
Busser**	\$11.50	\$11.95	\$12.45	\$13.00	\$13.55
Captain**	\$12.00	\$12.45	\$12.95	\$13.50	\$14.05
Cook	\$18.00	\$18.90	\$19.90	\$21.00	\$22.10

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\* Bellpersons, Doorpersons, and Drivers will be deemed non-tipped employees, although they will be permitted to accept tips. In hotels where Bellpersons, Doorpersons, and Drivers are considered tipped employees as of the date of this Agreement, such employees will be paid benefit day pay at the greater of: (i) their hourly rate, (ii) two times their current hourly rate as of the date of this Agreement, or (iii) the rate provided for in Article 20(1) and (3). Bellpersons, Doorpersons, and Drivers hired after such hotels have “caught up” to the applicable Schedule A rate will receive benefit day pay in the same manner as non-tipped employees.

\*\* Tipped Classification



## Rockland County, New York

### FOOD AND BEVERAGE (continued)

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Prep Cook	\$15.00	\$15.90	\$16.90	\$18.00	\$19.10
Dishwasher / Steward	\$13.50	\$14.40	\$15.40	\$16.50	\$17.60
Food Runner	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Food & Beverage Attendant	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Greeter / Host	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Barista	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10

### ENGINEERING

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Engineer	\$18.00	\$18.90	\$19.90	\$21.00	\$22.10
Maintenance / Handyperson	\$17.00	\$17.90	\$18.90	\$20.00	\$21.10

Note: Classifications not included herein shall be negotiated between the individual Hotel and the Union.

Note: Leads shall be paid \$2.00/hour above the regular hourly rate for the corresponding classification.

## Westchester County, New York

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
<i>Increases: Non-Tipped Employees</i>	\$0.90	\$0.90	\$1.00	\$1.10	\$1.10
<i>Increases: Tipped Employees</i>	\$0.45	\$0.45	\$0.50	\$0.55	\$0.55

### HOUSEKEEPING

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Room Attendant	\$16.50	\$17.40	\$18.40	\$19.50	\$20.60
House Attendant	\$16.50	\$17.40	\$18.40	\$19.50	\$20.60
Lobby Attendant	\$16.50	\$17.40	\$18.40	\$19.50	\$20.60
Laundry Attendant	\$16.50	\$17.40	\$18.40	\$19.50	\$20.60
Night Cleaner	\$17.50	\$18.40	\$19.40	\$20.50	\$21.60

### FRONT OFFICE

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Front Desk	\$17.50	\$18.40	\$19.40	\$20.50	\$21.60
Night Auditor	\$18.50	\$19.40	\$20.40	\$21.50	\$22.60

## Westchester County, New York

### FRONT SERVICE

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Bellperson*	\$13.00	\$13.90	\$14.90	\$16.00	\$17.10
Doorperson*	\$13.00	\$13.90	\$14.90	\$16.00	\$17.10
Driver*	\$13.00	\$13.90	\$14.90	\$16.00	\$17.10

### FOOD AND BEVERAGE

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Server**	\$10.50	\$10.95	\$11.45	\$12.00	\$12.55
Bartender**	\$13.00	\$13.45	\$13.95	\$14.50	\$15.05
Busser**	\$14.00	\$14.45	\$14.95	\$15.50	\$16.05
Captain**	\$13.00	\$13.45	\$13.95	\$14.50	\$15.05
Cook	\$20.00	\$20.90	\$21.90	\$23.00	\$24.10

\* Bellpersons, Doorpersons, and Drivers will be deemed non-tipped employees, although they will be permitted to accept tips. In hotels where Bellpersons, Doorpersons, and Drivers are considered tipped employees as of the date of this Agreement, such employees will be paid benefit day pay at the greater of: (i) their hourly rate, (ii) two times their current hourly rate as of the date of this Agreement, or (iii) the rate provided for in Article 20(1) and (3). Bellpersons, Doorpersons, and Drivers hired after such hotels have “caught up” to the applicable Schedule A rate will receive benefit day pay in the same manner as non-tipped employees.

\*\* Tipped Classification

## Westchester County, New York

### FOOD AND BEVERAGE (continued)

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Prep Cook	\$17.00	\$17.90	\$18.90	\$20.00	\$21.10
Dishwasher / Steward	\$16.00	\$16.90	\$17.90	\$19.00	\$20.10
Food Runner	\$16.50	\$17.40	\$18.40	\$19.50	\$20.60
Food & Beverage Attendant	\$16.50	\$17.40	\$18.40	\$19.50	\$20.60
Greeter / Host	\$16.50	\$17.40	\$18.40	\$19.50	\$20.60
Barista	\$16.50	\$17.40	\$18.40	\$19.50	\$20.60

### ENGINEERING

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Engineer	\$23.00	\$23.90	\$24.90	\$26.00	\$27.10
Maintenance / Handyperson	\$20.00	\$20.90	\$21.90	\$23.00	\$24.10

Note: Classifications not included herein shall be negotiated between the individual Hotel and the Union.

Note: Leads shall be paid \$2.00/hour above the regular hourly rate for the corresponding classification.

## Albany Capital District

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
<i>Increases: Non-Tipped Employees</i>	\$0.90	\$0.90	\$1.00	\$1.10	\$1.10
<i>Increases: Tipped Employees</i>	\$0.45	\$0.45	\$0.50	\$0.55	\$0.55

### HOUSEKEEPING

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Room Attendant	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
House Attendant	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Lobby Attendant	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Laundry Attendant	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Night Cleaner	\$16.00	\$16.90	\$17.90	\$19.00	\$20.10

### FRONT OFFICE

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Front Desk	\$15.00	\$15.90	\$16.90	\$18.00	\$19.10
Night Auditor	\$16.00	\$16.90	\$17.90	\$19.00	\$20.10

## Albany Capital District

### FRONT SERVICE

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Bellperson*	\$12.50	\$13.40	\$14.40	\$15.50	\$16.60
Doorperson*	\$12.50	\$13.40	\$14.40	\$15.50	\$16.60
Driver*	\$12.50	\$13.40	\$14.40	\$15.50	\$16.60

### FOOD AND BEVERAGE

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Server**	\$8.75	\$9.20	\$9.70	\$10.25	\$10.80
Bartender**	\$10.00	\$10.45	\$10.95	\$11.50	\$12.05
Busser**	\$11.50	\$11.95	\$12.45	\$13.00	\$13.55
Captain**	\$12.00	\$12.45	\$12.95	\$13.50	\$14.05
Cook	\$18.00	\$18.90	\$19.90	\$21.00	\$22.10

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\*Bellpersons, Doorpersons, and Drivers will be deemed non-tipped employees, although they will be permitted to accept tips. In hotels where Bellpersons, Doorpersons, and Drivers are considered tipped employees as of the date of this Agreement, such employees will be paid benefit day pay at the greater of: (i) their hourly rate, (ii) two times their current hourly rate as of the date of this Agreement, (iii) the rate provided for in Article 20(1) and (3). Bellpersons, Doorpersons, and Drivers hired after such hotels have “caught up” to the applicable Schedule A rate will receive benefit day pay in the same manner as non-tipped employees.

\*\*Tipped Classification

## Albany Capital District

### FOOD AND BEVERAGE (continued)

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Prep Cook	\$15.00	\$15.90	\$16.90	\$18.00	\$19.10
Dishwasher / Steward	\$13.50	\$14.40	\$15.40	\$16.50	\$17.60
Food Runner	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Food & Beverage Attendant	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Greeter / Host	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Barista	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10

### ENGINEERING

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Engineer	\$18.00	\$18.90	\$19.90	\$21.00	\$22.10
Maintenance / Handyperson	\$17.00	\$17.90	\$18.90	\$20.00	\$21.10

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Note: Classifications not included herein shall be negotiated between the individual Hotel and the Union.

Note: Leads shall be paid \$2.00/hour above the regular hourly rate for the corresponding classification.

## Saratoga Springs, New York

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
<i>Increases: Non-Tipped Employees</i>	\$0.90	\$0.90	\$1.00	\$1.10	\$1.10
<i>Increases: Tipped Employees</i>	\$0.45	\$0.45	\$0.50	\$0.55	\$0.55

### HOUSEKEEPING

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Room Attendant	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
House Attendant	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Lobby Attendant	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Laundry Attendant	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Night Cleaner	\$16.00	\$16.90	\$17.90	\$19.00	\$20.10

### FRONT OFFICE

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Front Desk	\$15.00	\$15.90	\$16.90	\$18.00	\$19.10
Night Auditor	\$16.00	\$16.90	\$17.90	\$19.00	\$20.10



## Saratoga Springs, New York

### FRONT SERVICE

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Bellperson*	\$12.50	\$13.40	\$14.40	\$15.50	\$16.60
Doorperson*	\$12.50	\$13.40	\$14.40	\$15.50	\$16.60
Driver*	\$12.50	\$13.40	\$14.40	\$15.50	\$16.60

### FOOD AND BEVERAGE

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Server**	\$8.75	\$9.20	\$9.70	\$10.25	\$10.80
Bartender**	\$10.00	\$10.45	\$10.95	\$11.50	\$12.05
Busser**	\$11.50	\$11.95	\$12.45	\$13.00	\$13.55
Captain**	\$12.00	\$12.45	\$12.95	\$13.50	\$14.05
Cook	\$18.00	\$18.90	\$19.90	\$21.00	\$22.10

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\*Bellpersons, Doorpersons, and Drivers will be deemed non-tipped employees, although they will be permitted to accept tips. In hotels where Bellpersons, Doorpersons, and Drivers are considered tipped employees as of the date of this Agreement, such employees will be paid benefit day pay at the greater of: (i) their hourly rate, (ii) two times their current hourly rate as of the date of this Agreement, (iii) the rate provided for in Article 20(1) and (3). Bellpersons, Doorpersons, and Drivers hired after such hotels have “caught up” to the applicable Schedule A rate will receive benefit day pay in the same manner as non-tipped employees.

\*\*Tipped Classification

## Saratoga Springs, New York

### FOOD AND BEVERAGE (continued)

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Prep Cook	\$15.00	\$15.90	\$16.90	\$18.00	\$19.10
Dishwasher / Steward	\$13.50	\$14.40	\$15.40	\$16.50	\$17.60
Food Runner	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Food & Beverage Attendant	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Greeter / Host	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10
Barista	\$14.00	\$14.90	\$15.90	\$17.00	\$18.10

### ENGINEERING

	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Engineer	\$18.00	\$18.90	\$19.90	\$21.00	\$22.10
Maintenance / Handyperson	\$17.00	\$17.90	\$18.90	\$20.00	\$21.10

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Note: Classifications not included herein shall be negotiated between the individual Hotel and the Union.

Note: Leads shall be paid \$2.00/hour above the regular hourly rate for the corresponding classification.

**THIS CONTRACT EXPIRES ON**

**3/31/2023**

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