

AGREEMENT made this \_\_\_\_ day of July 2020, by and between the Desmond Hotel and Conference Center, on their own behalf and on behalf of each of the current and future owner(s), operator(s), and manager(s), and on behalf of any of their respective affiliated or related entities, as well as their successors and assigns (collectively, “Employer” or “Hotel”) and the New York Hotel and Motel Trades Council, AFL-CIO (“Union”).

WHEREAS, the Hotel and Union are parties to a Collective Bargaining Agreement which expired September 9, 2015, and was extended through March 30, 2022 and modified by Agreements dated September 25, 2019 and January 2020 (“Current CBA”);

WHEREAS, the Union and Hotel Association of New York City, Inc. are bound to a Collective Bargaining Agreement commonly referred to as the Greater Regional Industry Wide Agreement effective April 1, 2018 through March 31, 2023 (“GRIWA”); and

WHEREAS, the parties have negotiated in good faith;

NOW, THEREFORE, IT IS AGREED:

1. Effective upon full execution and ratification (“Effective Date”), the Employer agrees to adopt and be bound by all of the provisions, both economic and non-economic in nature, of the Current GRIWA and any amendments thereto, except as supplemented and/or modified by the attached Riders. The Employer acknowledges that adoption of the GRIWA includes it in the multi-employer bargaining unit.
2. In accordance with Article 2 of the GRIWA, 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.
3. This Agreement and the attached Riders are subject to ratification by the Union.
4. Any and all disputes between the parties or regarding the interpretation or application of this Agreement shall be subject exclusively to the grievance and arbitration provisions of the GRIWA, incorporated herein in their entirety by reference.

UNION

HOTEL

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Peter Ward  
President  
Authorized to Sign

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By:  
Title:  
Authorized to Sign

## WAGE RIDER

AGREEMENT dated this \_\_\_\_ day of July 2020, by and between the Desmond Hotel and Conference Center (“Hotel” or “Employer”) and the New York Hotel and Motel Trades Council, AFL-CIO (“Union”).

WHEREAS, the Hotel and Union are bound to the Greater Regional Industry Wide Agreement (“GRIWA”); and

WHEREAS, the parties have discussed supplementing the GRIWA as it relates to certain terms of the Hotel’s operations.

NOW, THEREFORE, IT IS AGREED:

1. Notwithstanding anything contained in GRIWA Article Minimum wage rates are as reflected in Appendix A, attached. Appendix A minimum wage rates and employees’ actual wages (if higher than the minimum wage rate) shall be increased according to the following schedule:

	Non-Tipped	Tipped
January 1, 2020	\$0.40	\$0.20
July 1, 2020	\$0.60	\$0.30
January 1, 2021	\$0.55	\$0.23
July 1, 2021	\$0.55	\$0.23
January 1, 2022	\$0.55	\$0.23
July 1, 2022	\$0.55	\$0.23

For those classifications whose minimum wage is less than what is provided for in the “Albany Capital District” wage schedule of the GRIWA the Hotel shall increase the minimum rates provided for in Appendix A by twenty cents (\$0.20) per hour each October 1, commencing October 1, 2020, until such rates are equal to the “Albany Capital District” wage schedule.

2. Notwithstanding anything contained in GRIWA Article 3(C)(4) all extra pay items listed in Appendix B shall be increased by five percent (5%) on January 1 of each year.
3. Any and all disputes between the parties or regarding the interpretation or application of this Agreement shall be subject exclusively to the grievance and arbitration provisions of the GRIWA, incorporated herein in their entirety by reference.

UNION

HOTEL

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President  
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DRAFT

## HEALTH INSURANCE RIDER

AGREEMENT dated this \_\_\_\_ day of July 2020, by and between the Desmond Hotel and Conference Center (“Hotel” or “Employer”) and the New York Hotel and Motel Trades Council, AFL-CIO (“Union”).

WHEREAS, the Hotel and Union are bound to the Greater Regional Industry Wide Agreement (“GRIWA”); and

WHEREAS, the parties have discussed supplementing the GRIWA as it relates to certain terms of the Hotel’s operations.

NOW, THEREFORE, IT IS AGREED:

1. GRIWA Article 5(A) and 5(B)(1) and (2) shall not apply.
2. Current Employer Plan. Employees participating or eligible to participate in the Employer-sponsored health plan as of the effective date of this Agreement (the “Employer Plan”) will continue to do so, subject to and in accordance with the terms of the Employer Plan. The Employer shall pay for the entire cost of individual coverage (including dental and vision). For employees who elect to receive health coverage beyond individual, the employer shall contribute the amount of employee only coverage, with the employee contributing the remainder. The monthly Employer contribution coverage beyond employee only, as well as vision and dental benefits, shall be the following effective sixty (60) days from the execution of this Agreement:

Employee + Spouse	\$1000.00
Employee + Child(ren)	\$1000.00
Family	\$1000.00

3. Hospitality Plan. Effective sixty (60) days from the execution of this Agreement, then current and otherwise eligible Employees shall be entitled to elect, either the then applicable Employer plan, or the UNITE HERE Health Hospitality Plan (“Hospitality Plan”). Employees who elect the Hospitality Plan shall not be eligible to participate in the Employer Plan. Employees who elect an Employer Plan may switch to the Hospitality Plan in subsequent years during the open enrollment period. Employees hired on or after the Effective Date of this Agreement, or current employees who do not participate in the Employer plan, shall participate solely in the Hospitality Plan. The Employer shall pay for the entire cost of “Employee Only” health coverage (including dental and vision). The Employer shall pay the following amounts for all levels of coverage beyond “Employee Only” (including dental and vision):

Employee + Spouse	\$1000.00
Employee + Child(ren)	\$1000.00

Family

\$1000.00

4. Any and all disputes between the parties or regarding the interpretation or application of this Agreement shall be subject exclusively to the grievance and arbitration provisions of the GRIWA, incorporated herein in their entirety by reference.

UNION

HOTEL

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## PENSION RIDER

AGREEMENT dated this \_\_\_\_ day of July 2020, by and between the Desmond Hotel and Conference Center (“Hotel” or “Employer”) and the New York Hotel and Motel Trades Council, AFL-CIO (“Union”).

WHEREAS, the Hotel and Union are bound to the Greater Regional Industry Wide Agreement (“GRIWA”); and

WHEREAS, the parties have discussed supplementing the GRIWA as it relates to certain terms of the Hotel’s operations.

NOW, THEREFORE, IT IS AGREED:

1. GRIWA Article 6(A) shall not apply.
2. The Employer agrees to contribute to the UNITE HERE National Retirement Fund on behalf of all full-time employees the following after the completion of nine (9) months’ employment:

June 1, 2020	\$0.82 per hour/per employee
June 1, 2021	\$0.96 per hour/per employee
June 1, 2022	TBD by Fund

3. The Employer agrees to contribute to the UNITE HERE National Retirement Fund on behalf of all full-time employees the following after the completion of one (1) years’ employment:

June 1, 2020	\$1.04 per hour/per employee
June 1, 2021	\$1.18 per hour/per employee
June 1, 2022	TBD by Fund

4. The Employer agrees to contribute to the UNITE HERE National Retirement Fund on behalf of all full-time employees the following after the completion of ten (10) years of employment:

June 1, 2020	\$1.05 per hour/per employee
June 1, 2021	\$1.20 per hour/per employee
June 1, 2022	TBD by Fund

5. All bargaining unit employees are eligible to contribute on a pre-tax or Roth deferral tax basis to a company sponsored 401(k) plan that is intended to be a tax qualified plan, on the first day of the month coincident with or following completion of six months of

service. All bargaining unit employees shall be eligible for a company match contribution on the first day of the month coincident with or immediately following completion of one year of service (1,000 or more actual hours of service and completion of twelve (12) month of service). Such employee is eligible to receive a matching contribution of thirty dollars (\$30) per month if such employee makes a contribution of at least fifteen dollars (\$15) per month. All matching contributions are 100% and immediately vested at all times.

5. Any and all disputes between the parties or regarding the interpretation or application of this Agreement shall be subject exclusively to the grievance and arbitration provisions of the GRIWA, incorporated herein in their entirety by reference.

UNION

HOTEL

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Peter Ward  
President  
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By:  
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DRAFT

## FOOD AND BEVERAGE RIDER

AGREEMENT dated this \_\_\_\_ day of July 2020, by and between the Desmond Hotel and Conference Center (“Hotel” or “Employer”) and the New York Hotel and Motel Trades Council, AFL-CIO (“Union”).

WHEREAS, the Hotel and Union are bound to the Greater Regional Industry Wide Agreement (“GRIWA”); and

WHEREAS, the parties have discussed supplementing the GRIWA as it relates to certain terms of the Hotel’s operations.

NOW, THEREFORE, IT IS AGREED:

1. Sixteen and three-quarter percent (16  $\frac{3}{4}$ %) of the basic bill for each banquet or private party served shall constitute a gratuity to be distributed according to the following formula:

Banquet Server	15 $\frac{1}{4}$ % of food sales
Bartenders	15 $\frac{1}{4}$ % of beverage sales
Houseman	15 $\frac{1}{4}$ % of coffee break sales and $\frac{1}{2}$ % food sales (less coffee break sales)

Kitchen  $\frac{1}{2}$ % of total F&B Revenue\*

Housekeeping  $\frac{1}{2}$ % of total F&B Revenue\*

*\*based on perfect attendance (no missed punches, tardies, or call offs)*

2. An accounting of the pool which lists the amount of gratuities earned for each function, additional fees (i.e., carver and sauté fee) that kitchen employees earn for the pool, the total number of workers who worked each week, and the share amount shall be provided to the Union every other week.
3. If the hotel raises the service charge for banquet and private party customer above twenty percent (20%) the employer will increase the gratuity by sixteen and three-quarter percent (16  $\frac{3}{4}$ %) of the increase (e.g., if the service charge is raised by one (1) percentage point to twenty one percent (21%), the gratuity shall be increased by 1.675 percentage points to 18.425%).
4. One half of one percent (0.50%) of the basic bill for food and beverage charges for each banquet or private party shall constitute a gratuity to be paid to the banquet housemen. Banquet housemen tips are pooled and distributed on regular hours effective with the payroll following ratification date of this contract.

5. Nineteen percent (19%) of the total of each room service food and beverage bill, without inclusion of taxes or other non-food beverage items, is added to the bill as a gratuity. The entire nineteen percent (19%) gratuity shall be paid over to the room service waiter or waitress.
6. The banquet captain shall be paid a fee of thirty-six dollars and eighty-six (\$36.86) for each function at which he/she works in a captain capacity.
7. A minimum payment of thirty dollars and seventy-two cents (\$30.72) shall be guaranteed by the Employer for any banquet or private party. If a service charge of less than thirty dollars and seventy-two cents (\$30.72) minimum for a given function, the Employer will pay the difference.
8. Similarly, a minimum service charge of twenty-four dollars and fifty-eight cents (\$24.58) per meal shall be guaranteed by the Employer to Banquet Waitstaff for any banquet meal function on parties of ten (10) or less.
9. The Employer will pay a flat fee of thirty-six dollars and eighty-six cents (\$36.86) to banquet bartenders for any hospitality bar serving a group of less than fifteen (15) customers.
10. The automatic gratuity charged to restaurant guests for parties of six (6) or more shall be eighteen percent (18%). The automatic gratuity for in-house functions shall be eighteen percent (18%) for a la carte.
11. The Hotel shall pay the following amounts to Banquet Servers who are required to staff a banquet event tasting:
 

Tasting of 1-3 people	\$94.50
Tasting of 4 or more people	\$120.75
12. Any and all disputes between the parties or regarding the interpretation or application of this Agreement shall be subject exclusively to the grievance and arbitration provisions of the GRIWA, incorporated herein in their entirety by reference.

UNION

HOTEL

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 President  
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By:  
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## HOUSEKEEPING RIDER

AGREEMENT dated this \_\_\_\_ day of July 2020, by and between the Desmond Hotel and Conference Center (“Hotel” or “Employer”) and the New York Hotel and Motel Trades Council, AFL-CIO (“Union”).

WHEREAS, the Hotel and Union are bound to the Greater Regional Industry Wide Agreement (“GRIWA”); and

WHEREAS, the parties have discussed supplementing the GRIWA as it relates to certain terms of the Hotel’s operations.

NOW, THEREFORE, IT IS AGREED:

1. Non-probationary Housekeepers who complete more than fourteen (14) rooms per shift without incurring overtime (i.e., who complete more than 14 rooms within 8 hours) will receive the amount provided in GRIWA Article 37(B) for each room after fourteen (14) completed rooms.
2. Any and all disputes between the parties or regarding the interpretation or application of this Agreement shall be subject exclusively to the grievance and arbitration provisions of the GRIWA, incorporated herein in their entirety by reference.

UNION

HOTEL

\_\_\_\_\_  
Peter Ward  
President  
Authorized to Sign

\_\_\_\_\_  
By:  
Title:  
Authorized to Sign

## SAFETY AND HEALTH RIDER

AGREEMENT dated this \_\_\_\_ day of July 2020, by and between the Desmond Hotel and Conference Center (“Hotel” or “Employer”) and the New York Hotel and Motel Trades Council, AFL-CIO (“Union”).

WHEREAS, the Hotel and Union are bound to the Greater Regional Industry Wide Agreement (“GRIWA”); and

WHEREAS, the parties have discussed supplementing the GRIWA as it relates to certain terms of the Hotel’s operations.

NOW, THEREFORE, IT IS AGREED:

In addition to GRIWA Article 41 the following shall apply:

1. Public Space Sanitization Teams:

- a. The Hotel shall establish Public Space Sanitization Teams. Public Space Sanitization Teams shall disinfect, using EPA registered antimicrobial products approved for use against Coronavirus, on a regular basis (not less than hourly), every day, all guest touch points open to the public, including, but not limited to: public spaces, elevators, doorknobs/handles, counters, desks, tables, chairs/sofas, and electronics (touchscreens, computers, telephones, printers, etc.). Such Public Space Sanitization Teams be in addition to staff regularly assigned to clean such areas and shall consist of at least:

Such Public Space Sanitization Teams will be in addition to staff regularly assigned to clean such areas and shall consist of at least two (2) additional employee(s) per am and per pm shift and one (1) additional employee(s) on the overnight shift. The parties shall regularly meet to discuss whether the aforementioned staffing levels are sufficient or appropriate for sanitization of applicable spaces.

- b. Public Space Sanitization Team work shall be offered to employees as follows:
  - i. To employees on layoff in the classification that normally cleans the affected area, by classification seniority;
  - ii. To employees on layoff in other Housekeeping Departments, by department seniority;
  - iii. To employees on layoff in any other classification, by house seniority;
  - iv. And thereafter to employees who are working in the same order as provided in subsections i-iii; and

- v. Without regard to Article 9(D)(4) of the GRIWA and/or combination pay requirements under Article 9(D)(7), however tipped associates will receive no less than the applicable GRIWA Room Attendant rate.
- c. Employees may decline the offer to work on a Public Space Sanitization Team without repercussion and it shall not be deemed a refusal of work for any purpose.
- d. Employees who perform Public Space Sanitization Team work shall be trained in how to most effectively clean to eliminate Coronavirus and in how to protect themselves from infection.

2. Sanitization of Occupied Guest Rooms:

- a. The Hotel shall sanitize each occupied guest room every day using EPA registered antimicrobial products approved for use against Coronavirus, including, but not limited to, the following: doorknobs/handles, counters, desks, tables, chairs/sofas, night stands, desks, lamps, faucets, kitchenettes, minibars, coffee machines, television or other remote control, and electronics (touchscreens, computers, telephones, printers, etc.).
- b. The Hotel shall change and launder all bed linens and towels on a daily basis.
- c. Each room shall, after the above measures have been taken, be generally sanitized using EPA registered antimicrobial air/surface spray sanitizer approved for use against Coronavirus.
- d. Room Attendants shall be trained in how to most effectively clean to eliminate Coronavirus and in how to protect themselves from infection.
- e. The room quota shall be reduced by twenty five percent (25%) to accommodate the additional time expended in sanitizing guest rooms, with any fractional credit of .5 or less being rounded down to the whole number (i.e., if a 25% reduction equals 3.5 credits, the reduction shall be for 3 credits).
- f. This Paragraph shall apply without regard to whether the Guest Room is a stay-over or checkout, but shall not be required for out of service, unoccupied rooms. Nothing herein is intended to alter any practices regarding sections assignments, assignment of rooms or sections, and practices, quota adjustments (e.g., travel, checkout, etc.), or other housekeeping practices.

3. Hand Sanitization Stations: The Hotel shall promptly provide alcohol based hand sanitizer containing at least 70% alcohol, throughout the Hotel, including, but not limited to, the following areas: all employee locker rooms, each department office, employee

cafeteria, front desk, bell desk, lobby, kitchen, public bathrooms, the entrance to each food & beverage operation, and each floor in front of each elevator bank.

4. Antimicrobial Soap: All restrooms shall promptly be stocked with EPA approved antimicrobial soap approved for use against Coronavirus.
  
5. Employee Safety and Training:
  - a. All employees shall be trained on how to avoid contracting Coronavirus and what steps to take if they believe they have been exposed or infected, both in order to care for themselves as well as prevent further spread.
  - b. Hotels shall post in all employee areas, including cafeteria and break rooms, guidance on avoiding contracting and what steps to care for themselves as well as prevent further spread
  
6. Guest Assistance:
  - a. Front Desk and Front Service employees shall be trained to respond to guest questions regarding where to seek treatment as a result of Coronavirus related illness or exposure.
  - b. The Hotel shall further create an emergency response plan to protect workers and guests in the event a guest seeks treatment for Coronavirus exposure.
  
7. Employee Testing: Any employee who has a reasonable belief that they have been exposed to Coronavirus shall be permitted to take time off of work, without loss of pay, to be tested for same.
  
8. Time Off:
  - a. Paid Time Off: Employees may voluntarily use paid time off in the event they are concerned they were exposed to Coronavirus, they fear exposure to Coronavirus as a result of having to work (including as a result of commuting), have to care for a member of their immediate family who has been infected with Coronavirus, or who has to care for a family member as the result of the closure of a school or other institution as a result of Coronavirus precautions, as follows:
    - i. Employees shall be permitted to take any accrued and unused paid time off, including sick, personal, and vacation days.
    - ii. Employees shall be permitted to use any paid holidays remaining in the calendar year.

- b. Unpaid Time Off: For any of the reasons set forth above in Paragraph 8(a), employees may voluntarily take unpaid time off. Employees shall be reinstated to their former position without loss of seniority or benefits upon one (1) week's notice of their intent to return.
9. Face Coverings:
  - a. Employees: Employees shall be provided with an adequate supply of appropriate face coverings which can be worn during working hours. Employees shall be trained on the proper use of face coverings.
  - b. Guests: Any individual who is over age two and able to medically tolerate a face covering shall be required to cover their nose and mouth with a mask or face covering when in a public place.
10. Disposable Gloves: Employees shall be provided with an adequate supply of disposable gloves to be used at work and trained on their proper use.
11. Barriers: Where employees interact directly with guests at their workstations (e.g., front desk, concierge, cashier, etc.), the Hotel shall install physical barriers, such as plexiglass or clear plastic guards.
12. Social Spacing: The Hotel shall take all reasonable steps to ensure social distancing of at least six (6) feet is maintained between and among employees and guests (but exempting members of their immediate travelling party). Social distancing shall include, but not limited to, rearranging bargaining unit work stations; rearranging furniture, chairs and tables in areas open to the general public and in employee areas; limiting occupancy in elevators; eliminating or staggering meetings; staggering breaks; restricting guest access to the back of the house or non-open areas; and demarcating distances of six (6) feet in areas where guests can be expected to line up.
13. Common or Shared Equipment: All common or shared equipment that is used by one employee per shift (e.g., housekeeping carts) shall be disinfected by the Hotel after each shift. The Hotel shall implement procedures to ensure that all common equipment which is used by multiple employees or guests per shift (e.g., bell carts) shall be regularly disinfected and that users of such equipment shall have access to disinfectant usable on the equipment prior to use by the employee.
14. Floors: The Hotel shall obtain HEPA-filtered vacuum cleaners as soon as practicable. Upon receipt of HEPA-filtered vacuums, rugs and carpets shall be vacuumed only using HEPA-filtered vacuum cleaners after disinfection of the rug or carpet using cleaning products approved by the EPA for use against Novel Coronavirus. Floors, when mopped, shall be mopped with EPA registered disinfectant for use against COVID-19.

15. Vacuum Cleaners: Vacuum cleaners shall be maintained to minimize dust dispersal in general and shall be maintained and fully functional.
16. Removal of Amenities: Guest room amenities that are porous or otherwise not easily cleaned (e.g., magazines, decorative pillows, ornate decorations, notepads, etc.) shall be removed. Amenities in public spaces which are likely to be touched by multiple guests shall be removed (e.g., candy dishes, non-touchless water dispensers, brochure stands, etc.).
17. Occupied Guest Rooms: Employees shall not be required to perform any work in a guest room while the guest is present or for fifteen (15) minutes after the guest has vacated the guest room.
18. Employee Testing and Screening:
  - a. Pre-Recall Testing: Hotels may require employees who accept a recall to work to take a COVID-19 diagnostic test and provide the results of the test to the Hotel prior to returning to work, provided (i) the Hotel shall be responsible for the cost of such test and arranging for convenient times and locations for employees to take such tests so that the results will be available well in advance of the recall date; (ii) employees are paid one (1) day's pay at the benefit day rate for taking the test upon returning to work, and (iii) if the employee tests positive for COVID-19, s/he shall be entitled to further paid time off in accordance with paragraph 19 below.
  - b. Post-Recall Testing: Any employee who has a reasonable belief that they have been exposed to COVID-19 in the prior fourteen days shall be permitted to take up to (1) day off of work, without loss of pay for the day (at the benefit day rate), to be tested for same. Prior to returning to work, the employee shall provide the Hotel with the results of the COVID-19 diagnostic test.
  - c. Screening: Hotels may screen employees for temperatures exceeding 100.4 degrees Fahrenheit, subject to applicable federal, state, and local laws relating to same. An employee whose temperature exceeds 100.4 degrees Fahrenheit shall procure a COVID-19 test in accordance with paragraph (b) above.
  - d. Free Testing: COVID-19 testing shall be provided at no cost by the Hotel and shall be made available to employees at reasonable times and locations.
19. Paid Time Off For COVID-19:
  - a. Quarantine: If, after the effective date of this Agreement, an employee who has been recalled to work or working then misses work because they are required to quarantine due to potential COVID-19 exposure, the paid time off shall be ten

(10) working days (at the benefit day rate), inclusive of paid time off provided under applicable law.

- b. COVID-19: Any employee who, after the effective date of this Agreement. Is recalled to work or working and is confirmed to have contracted COVID-19 shall be provided up to twenty (20) paid days off (at the benefit day rate), which shall be in addition to any paid time off provided for in this Agreement, the GRIWA, or applicable law, provided the employee provides the Hotel documentation from a health care professional of his/her positive COVID-19 diagnostic test. COVID-19 sick time pursuant to this paragraph may not be used for any other reason.
- c. Awaiting COVID-19 Diagnostic Test Results: Employees shall be entitled to paid time off (at the benefit day rate), which shall be in addition to any paid time off provided for in this Agreement, the GRIWA, or applicable law, while awaiting COVID-19 diagnostic test results as follows:
  - i. As a result of post-recall temperature screening pursuant to paragraph (18) (c): the lesser of (i) the number of day(s) of lost work while awaiting test results and (ii) three (3) days.
  - ii. As a result of post-recall testing pursuant to paragraph 18(b): the lesser of (i) the number of day(s) of lost work while awaiting test results and (ii) three (3) days where the exposure was on the job (e.g., a guest or coworker tests positive); and (1) day where the exposure was other than on the job.
- d. Documentation of Test Results: Employee shall promptly provide the Employer with a copy of the documentation containing the results of any testing referenced in this Agreement.

20. The parties shall continue to negotiate regarding the appropriate response to the Coronavirus crisis.

21. Nothing herein shall reduce or waive any rights under Article 41 (Safety and Health), nor any other rights the parties otherwise hold under the GRIWA, including the right to be provided with necessary safety equipment and the right to refuse unsafe assignments.

22. Any and all disputes between the parties or regarding the interpretation or application of this Agreement shall be subject exclusively to the grievance and arbitration provisions of the GRIWA, incorporated herein in their entirety by reference.

UNION

HOTEL

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Peter Ward  
President  
Authorized to Sign

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By:  
Title:  
Authorized to Sign

DRAFT

## MISCELLANEOUS RIDER

AGREEMENT dated this \_\_\_\_ day of July 2020, by and between the Desmond Hotel and Conference Center (“Hotel” or “Employer”) and the New York Hotel and Motel Trades Council, AFL-CIO (“Union”).

WHEREAS, the Hotel and Union are bound to the Greater Regional Industry Wide Agreement (“GRIWA”); and

WHEREAS, the parties have discussed supplementing the GRIWA as it relates to certain terms of the Hotel’s operations.

NOW, THEREFORE, IT IS AGREED:

1. Lunch. Notwithstanding anything to the contrary in GRIWA Article 9(B), lunch periods shall remain one half (1/2) hour.
2. Bereavement Leave. In addition to GRIWA Article 19, when a death occurs in the extended family of an employee (i.e., aunt or uncle, niece or nephew), an employee shall be entitled to use of bereavement leave of one (1) day.
3. Neutrality: The Employer agrees that the neutrality provisions of Addendum IV shall apply to the Hotel and are incorporated herein by reference. In addition thereto, the Employer, its supervisors, managers and other agents further agree to remain neutral with respect to any of its employees or prospective employees’ decisions regarding membership in or support for the Union. The Employer, its supervisors, managers and other agents will not take any action or make any statement that directly or indirectly states or implies any opposition to Union membership or to the selection or maintenance of the Union as the employees’ collective bargaining representative, and will not encourage or assist employees directly or through third parties to terminate Union membership, revoke dues checkoff authorization or invoke any right to reduce financial support to the Union.
4. Most Favored Employee: With regard to hotels currently or hereinafter owned, managed or otherwise controlled by an owner, manager or operator of the Employer in the geographic area covered by IWA Article 60/Addendum IV, but not covered by a collective bargaining agreement with the Hotel Trades Council (“Other Hotel”), where any individual term or condition, including but not limited to wages, wage increases, extra or incentive pay, hours, overtime or premium pay, benefit days, health benefits, retirement benefits, fringe benefits or any other term or condition of employment, is granted or available to the Other Hotel’s employees which the Union considers more favorable than or in addition to those provided to Hotel bargaining unit employees shall be entitled to any or all such individual term(s) or condition(s), as may be demanded by the Union.

5. Prevention of Diversion of Bargaining Unit Work: Where the combined cost to the Employer per employee, including the cost of wages, health benefits, retirement benefits, paid time off, premium pay, and other costs, in any Other Hotel, is less than the combined cost to the Employer per employee under this Agreement, the Employer shall be prohibited from laying off (including reducing the work week of) any bargaining unit employee, combining jobs, eroding the bargaining unit, or closing the hotel, any department thereof, or operation therein. This Paragraph shall not apply to the bona fide renovations not to exceed six (6) months.

Furthermore, in such circumstances, tipped employees shall be entitled to premium pay in the amount provided for in GRIWA Article 9(D)(8) for all hours worked.

6. Proviso to Waiver of Right to Strike: Neither the Union nor the employees shall be bound by IWA Article 38 and shall not be deemed to have waived any right to engage in the activities proscribed therein in the event the Union is engaged in a strike, picket, boycott, or similar action at or regarding any Other Hotel, unless such Other Hotel is also subject to an enforceable no strike promise by the Union, including but not limited to, the no strike promise contained in IWA Article 60/Addendum IV. Any question or dispute regarding or relating to the permissibility or legality of any action taken by the Union or employees pursuant to or in reliance on this Article shall be subject exclusively to expedited arbitration in accordance with the grievance and arbitration provisions of the IWA.
7. Franchise: In the event the Hotel has or grants a Franchise to a Hotel (“Franchised Hotel”) in the geographic area covered by the IWA Article 60/Addendum IV, but not covered by the Collective Bargaining Agreement, the following shall apply:
  - a. A Franchised Hotel shall be deemed an “Other Hotel” for purposes of the Most Favored Employee, Prevention of Diversion of Bargaining Unit Work and Proviso to Waiver of Right to Strike provisions of Paragraphs 4, 5, and 6.
  - b. The Hotel shall notify the Union that it is considering entering into a Franchise Agreement no less than one hundred and twenty (120) days prior to the closing of any such agreement.
  - c. Such notice shall contain the name, address and number of rooms in the Franchised Hotel; the names of each owner, management company and/or operator of the Franchised Hotel; and the number of employees in each classification and their respective wages and benefits; as well as a copy of the Franchise Agreement.

- d. If requested by the Union, the Hotel shall use its best efforts to arrange a meeting between the Prospective Franchisee and Union, such meeting to take place no less than ninety (90) days prior to the closing of any Franchise Agreement.
  - e. The Hotel shall further provide the Union any information the Union requests in order to determine whether such transaction creates obligations under this Agreement or IWA Article 60 (C) and (D).
  - f. For purposes of this Article, a Franchise or Franchise Agreement shall include, in addition to traditional franchise agreements, any agreements to use the Hotel's name, trademark, copyrighted material, reservation system, customer reward points, or other similar arrangements.
8. Any and all disputes between the parties or regarding the interpretation or application of this Agreement shall be subject exclusively to the grievance and arbitration provisions of the GRIWA, incorporated herein in their entirety by reference.

UNION

HOTEL

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Peter Ward  
President  
Authorized to Sign

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By:  
Title:  
Authorized to Sign

DRAFT

## Appendix A

	1/1/20	7/1/20	10/1/20	1/1/21	7/1/21	10/1/21	1/1/22	7/1/22	10/1/22
<b>Kitchen</b>									
First Cook	\$18.52	\$19.12	\$19.32	\$19.87	\$20.42	\$20.62	\$21.17	\$21.72	\$21.92
Breakfast Cook	\$17.86	\$18.46	\$18.66	\$19.21	\$19.76	\$19.96	\$20.51	\$21.06	\$21.26
Broiler Cook	\$17.52	\$18.12	\$18.32	\$18.87	\$19.42	\$19.62	\$20.17	\$20.72	\$20.92
Banquet Cook	\$17.52	\$18.12	\$18.32	\$18.87	\$19.42	\$19.62	\$20.17	\$20.72	\$20.92
Lunch Cook	\$17.52	\$18.12	\$18.32	\$18.87	\$19.42	\$19.62	\$20.17	\$20.72	\$20.92
Rounds Cook	\$18.59	\$19.19	\$19.39	\$19.94	\$20.49	\$20.69	\$21.24	\$21.79	\$21.99
Pantry Prep	\$15.32	\$15.92	\$16.12	\$16.67	\$17.22	\$17.42	\$17.97	\$18.52	\$18.72
Utility/Dishwasher	\$13.27	\$13.87	\$14.07	\$14.62	\$15.17	\$15.37	\$15.92	\$16.47	\$16.67
<b>Restaurants</b>									
Hostess/Cashier	\$13.80	\$14.40	\$14.60	\$15.15	\$15.70	\$15.90	\$16.45	\$17.00	\$17.20
Server*	\$8.64	\$8.94	\$9.14	\$9.37	\$9.60	\$9.80	\$10.03	\$10.26	\$10.46
Bus Person*	\$9.77	\$10.07	\$10.27	\$10.50	\$10.73	\$10.93	\$11.16	\$11.39	\$11.59
Room Service*	\$8.64	\$8.94	\$9.14	\$9.37	\$9.60	\$9.80	\$10.03	\$10.26	\$10.46
Tavern Bartender*	\$13.46	\$13.76		\$13.99	\$14.22		\$14.45	\$14.68	
Tavern Server*	\$8.64	\$8.94	\$9.14	\$9.37	\$9.60	\$9.80	\$10.03	\$10.26	\$10.46
F & B Cleaner	\$14.81	\$15.41	\$15.61	\$16.16	\$16.71	\$16.91	\$17.46	\$18.01	\$18.21
<b>Banquets</b>									
Banquet Captain*	\$8.64	\$8.94	\$9.14	\$9.37	\$9.60	\$9.80	\$10.03	\$10.26	\$10.46
Banquet Server*	\$8.64	\$8.94	\$9.14	\$9.37	\$9.60	\$9.80	\$10.03	\$10.26	\$10.46
Banquet Bartender*	\$10.47	\$10.77	\$10.97	\$11.20	\$11.43	\$11.63	\$11.86	\$12.09	\$12.29
Banquet Set-up*	\$10.97	\$11.27	\$11.47	\$11.70	\$11.93	\$12.13	\$12.36	\$12.59	\$12.79
<b>Housekeeping</b>									
Housekeeping	\$14.81	\$15.41	\$15.61	\$16.16	\$16.71	\$16.91	\$17.46	\$18.01	\$18.21
Laundry	\$14.81	\$15.41	\$15.61	\$16.16	\$16.71	\$16.91	\$17.46	\$18.01	\$18.21
Supervisor	\$15.45	\$16.05	\$16.25	\$16.80	\$17.35	\$17.55	\$18.10	\$18.65	\$18.85
House Person	\$14.81	\$15.41	\$15.61	\$16.16	\$16.71	\$16.91	\$17.46	\$18.01	\$18.21

<b>Maintenance</b>									
Mechanic I	\$16.21	\$16.81	\$17.01	\$17.56	\$18.11	\$18.31	\$18.86	\$19.41	\$19.61
Mechanic II	\$18.24	\$18.84	\$19.04	\$19.59	\$20.14	\$20.34	\$20.89	\$21.44	\$21.64
Supervisor	\$18.24	\$18.84	\$19.04	\$19.59	\$20.14	\$20.34	\$20.89	\$21.44	\$21.64
Helper	\$12.51	\$13.11	\$13.31	\$13.86	\$14.41	\$14.61	\$15.16	\$15.71	\$15.91
<b>Front Desk</b>									
Bell Staff*	\$8.64	\$8.94	\$9.14	\$9.37	\$9.60	\$9.80	\$10.03	\$10.26	\$10.46
*Indicates a tipped position									
Part-time positions receive: Tipped: \$0.10/hour extra, Non-tipped: \$0.25/hour extra									

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	1/1/20	1/1/21	1/1/22
	5%	5%	5%
Bell Min Gratuity	\$2.46	\$2.58	\$2.71
Banquet Captain	\$36.86	\$38.71	\$40.64
Min Bqt Service Charge	\$30.72	\$32.26	\$33.87
Min Service Charge/meal	\$24.58	\$25.81	\$27.10
Banquet Bartender Fee	\$36.86	\$38.71	\$40.64
Add'l Waitstaff Bqt Grat	\$27.65	\$29.03	\$30.48
Add'l Banquet Bartenders	\$30.72	\$32.26	\$33.87
NYE Bonus Waitstaff	\$30.72	\$32.26	\$33.87
NYE Bonus Captian	\$61.44	\$64.51	\$67.74
Carving Fee	\$30.72	\$32.26	\$33.87
Event Tasting – 1-3	\$94.50	\$99.22	\$104.19
Event Tasting – 4 or more	\$120.75	\$126.79	\$133.13

**Appendix B**

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**Health Benefits Comparison - Desmond**

Benefits/Services	UNITE HERE		Empire PPO	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible	\$0.00		\$250 I / \$500 F	\$3,250 I / \$6,500 F
OOP Limit	Medical: \$2,000 I / \$6,000 F Pharmacy: \$1,600 I / \$3,200 F	Not covered	Medical: \$6,350 I / \$12,700 F Pharmacy combined	Medical: \$14,300 I / \$28,600 F Pharmacy not covered
PCP	\$20.00	50%	\$15.00	30% coinsurance, after ded
Specialist	\$40.00	50%	\$20.00	30% coinsurance, after ded
Preventive	\$0.00	Not covered	\$0.00	30% coinsurance, after ded
Prescription	Generic: \$5	Not covered	Generic: \$5 (retail) \$10 (delivery)	Not covered
	Preferred Brand: \$30		Preferred Brand: \$30 (retail) \$60 (delivery)	
	Specialty: Generic: \$5 Brand: 25% coinsurance		Specialty: \$50 (retail) \$100 (delivery)	
PT/OT/Speech Therapy	PT/OT capped at 60 visits/yr Speech capped 30 visits/yr		capped at 30 visits/yr	
	\$20 (office) \$40 (outpatient)	50%	\$15 (office) 10% coinsurance (outpatient)	Not covered
Urgent Care	\$40.00	50%	\$50.00	Covered as in-network
Ambulance	\$150/trip (ground)	\$150/trip (ground)	10% coinsurance, after ded (air & ground)	Covered as in-network
ER	\$150 (waived if admitted)	\$150 (waived if admitted)	\$150 (waived if admitted)	Covered as in-network
Mental Health / Substance Abuse	\$20.00	50%	Doctor office: \$15 Facility visit: 10% coinsurance, after ded	Doctor office: 30% coinsurance, after ded Facility visit: 30% coinsurance, after ded
Home Health Care	capped at 30 visits/yr		capped at 40 visits/yr	
	\$0.00	50%	\$20.00	30% coinsurance, after ded
Chiropractic	\$20.00	Not covered	\$15.00	30% coinsurance, after ded
Radiology	Office/non hospital lab: \$20 Hospital outpatient: \$80	50%	PCP Office/Radiology Center: \$15 Specialist Office: \$20	30% coinsurance, after ded *freestanding lab not covered
Lab			PCP/Specialist/Outpatient: 10% coinsurance, after ded Freestanding lab: \$15	30% coinsurance, after ded
Diagnostic Imaging	Office/non-hospital facility: \$150 Hospital outpatient: \$250	50%	10% coinsurance, after ded	30% coinsurance, after ded
Chemo	Home: \$0 Office/Infusion Center: \$20 Hospital Outpatient: 20% (\$200/ visit max)	50%	10% coinsurance, after ded	30% coinsurance, after ded
Dialysis	Home/Dialysis Center: \$0 Hospital Outpatient: 20% (\$200/ visit max)	50%	10% coinsurance, after ded	30% coinsurance, after ded
	<b>Additional benefits offered under UNITE HERE plan</b>		<b>Additional benefits offered under Empire PPO plan</b>	
	Diabetes education		Acupuncture	
	Podiatry		Various cancer screenings free of co-pay (covered under preventive care)	
	Telehealth		Allergy testing	