


MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding entered into by and between the Hotel Association of New York City, Inc. in its own behalf and in behalf of the HANYC Bargaining Group Hotels listed in Exhibit A (the Bargaining Group Hotels shall be collectively referred to as "Employer" or "Hotel") and the New York Hotel and Motel Trades Council, AFL-CIO ("Union").

WHEREAS, the Hotel Association of New York City, Inc. and the Union are signatories to a collective bargaining agreement commonly referred to as the Industry Wide Agreement which expires on June 30, 2026 (hereinafter referred to as the "IWA"), and to a collective bargaining agreement known as the Division A Agreement which expires on June 30, 2027 (hereinafter referred to as the "Division A") and a collective bargaining agreement commonly referred to as the Greater Regional Industry Wide Agreement, which expires on March 31, 2023 (hereinafter referred to as the "GRIWA") (the IWA, Division A, and GRIWA referred to collectively as "CBAs");

 WHEREAS, the Employer and Union are parties to one or more of the CBAs and an agreement commonly referred to as the Coronavirus Safety Protocol Agreement, initially made in March, 2020 ("March CSP Agreement"), as amended and extended by an agreement dated June, 2020 ("June CSP Agreement") (collectively, "CSP Agreement"), which was designed to help to mitigate the harm caused by the Coronavirus pandemic to workers, guests, the industry, and the community at large, and

WHEREAS, the parties desire to modify and extend the CSP Agreement.

NOW, THEREFORE, it is mutually agreed as follows:


1. **Extension of CSP Agreement:** Except as expressly provided for herein, the CSP Agreement shall be extended through January 1, 2021 and continue thereafter until the earlier of the date that: (i) the region in which the Employer is located is no longer under any declared state of emergency or declared public health emergency; or (ii) the IWA Health Benefit Fund has available for distribution at the Health Centers an FDA approved vaccine against COVID-19.
2. **Additions to CSP Agreement:** The following provision shall be added to the CSP Agreement:

Continuing Negotiations: The parties shall convene an ongoing study committee which shall adopt appropriate responses to the evolving Coronavirus pandemic with the goal of keeping workers, guests, and the general public safe. Such study committee shall examine, in addition to any other matter, air recirculation and filtration, including steps to eliminate or minimize air recirculation and maximize outdoor air resupply and exhaust as well as filtration systems/air purifiers.

3. IWA and Division A Health Benefits:

- a. The parties agree that coverage shall be continued for all otherwise ineligible laid off employees covered by Award #2020-20 and -22 for September of 2020. The parties further agree that effective immediately, IWA Pension Fund contributions shall be diverted to the Health Benefit Fund until the expense incurred by the Health Benefit Fund for September is recouped. The use of cash reserves to provide coverage pursuant to this paragraph shall not be counted against the twenty-five percent (25%) liquid asset threshold provided for in Schedule B of the IWA. Nothing herein shall relieve any Employer from making contributions to the Health Benefit Fund for all hours worked or compensated in accordance with the IWA.
- b. The parties agree that the one (1) point increase to the IWA Pension Fund scheduled to go into effect January 1, 2026 shall be accelerated to April 1, 2024 if the IWA Pension Fund is not in the Green Zone on January 1, 2024 based on the most recent annual actuarial valuation.

4. Quota:

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- a. The current, modified quota pursuant to Paragraph 2(e) of the March CSP Agreement ("temporary quota") shall continue through December 31, 2020, at which time it shall expire, provided the Hotel has complied with this Agreement, including removing unnecessary amenities pursuant to Paragraph 2(h) of the June CSP Agreement, and subject to Paragraph 4(c).
 - b. No then current employee may be laid off or placed on reduced work week as a result of the expiration of the temporary quota.
 - c. In accordance with industry practices regarding change in room quota, if at any hotel the return to the pre-COVID-19 quota is inappropriate or unreasonable based on the particular cleaning standards, room configuration, or similar issues, the parties shall meet to negotiate same and, failing agreement, submit the matter to arbitration.
 - d. In order to facilitate the reopening of closed hotels, hotels that are closed and contemplating reopening prior to December 31, 2020, may seek immediate expiration of the "temporary quota", subject to and in accordance with Paragraph 4(c), by requesting that the parties meet to negotiate same and, failing agreement, submit the matter to arbitration.

5. Sanitization Team:


- a. Effective December 31, 2020, the Public Sanitization Team shall cease to be a separate classification. Areas serviced by the Public Sanitization Team shall nonetheless continue to be cleaned by employees in classifications regularly assigned to do so pre-COVID-19 in the manner established by Paragraph 1 of the March CSP Agreement. In accordance with industry practices regarding workload and job duties, the parties shall meet to negotiate the adequacy of staffing and effect on workload and, failing agreement, submit the matter to arbitration.
- b. No then current employee may be laid off or placed on reduced work week as a result of the elimination of the Public Sanitization Team as a separate classification.
- c. In order to facilitate the reopening of closed hotels, hotels that are closed and contemplating reopening prior to December 31, 2020, may seek immediate elimination of the Public Sanitization Team and reassignment of those duties to

existing classifications, subject to and in accordance with Paragraph 5(a), by requesting that the parties meet to negotiate same and, failing agreement, submit the matter to arbitration.

6. **Effective Date:** This Agreement shall be effective and retroactive to August 1, 2020.
7. **Arbitration:** Any disputes between the parties or regarding the interpretation or application of this Agreement shall be subject to the grievance and arbitration provisions of the applicable CBA.

Dated: August 15th, 2020

HOTEL ASSOCIATION OF NEW YORK CITY, NEW YORK HOTEL AND MOTEL
INC. on behalf of its Bargaining Group Hotels TRADES COUNCIL, AFL-CIO

By: 

By: 