

## 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 (“CSP Agreement”), attached hereto as Exhibit B<sup>1</sup>, 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 until midnight August 1, 2020.
2. **Additions to CSP Agreement:** The following provisions shall be added to the CSP Agreement:
  - a. **Face Coverings:**
    - i. **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.
    - ii. **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.
  - b. **Disposable Gloves:** Employees shall be provided with an adequate supply of disposable gloves to be used at work and trained on their proper use.
  - c. **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.

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<sup>1</sup> Nothing herein is intended to alter any modifications to the CSP Agreement at a particular property. Employers listed in Exhibit A, which are not party to the CSP Agreement shall adopt the form agreement in Exhibit B.

- d. **Social Spacing:** The Hotel shall take 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 and 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.
- e. **Common or Shared Equipment:** All common or shared equipment that is used by one employee per shift (e.g., housekeeping carts) shall be disinfected 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.
- f. **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.
- g. **Vacuum Cleaners:** Vacuum cleaners shall be maintained to minimize dust dispersal in general and be maintained and fully functional.
- h. **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.).
- i. **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.
- j. **Quota:** Nothing herein shall modify the quota provisions of the CSP Agreement.
- k. **Employee Testing and Screening:**
- i. **Pre-Recall:** 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 (l)(ii).
  - ii. **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 one (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.
  - iii. **Screening:** Hotels shall 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 diagnostic test in accordance with paragraph (ii) above.

iv. **Testing:** Any testing required by the Employer or as a result of on the job exposure shall be provided at no cost to the Employee or the Union. The parties shall negotiate regarding the circumstances and cost to the Employer for using the Health Benefit Centers for post-recall COVID-19 diagnostic testing (for those Hotels which choose to utilize such Centers for testing). It is the intent of the parties that testing shall be performed on property, at the Health Benefit Center, or other mutually agreed to convenient location.

1. **Paid Time Off For COVID-19:**

i. **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.

ii. **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 CBAs, or applicable law, provided the employee provides to 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.

iii. **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 CBAs, or applicable law, while awaiting COVID-19 diagnostic test results as follows:

1. **As a result of post-recall temperature screening pursuant to paragraph (k)(iii):** the lesser of (i) the number of day(s) of lost work while awaiting test results and (ii) three (3) days

**As a result of post-recall testing pursuant to paragraph (k)(ii):** 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 one (1) day where the exposure was other than on the job.

iv. **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.

3. **Continuing Negotiations:** The parties shall continue to negotiate regarding the appropriate response to the Coronavirus crisis.

4. **No Waiver:** Nothing contained herein shall constitute a waiver of either parties' rights and defenses, nor an admission of liability, nor shall it be precedential, in any proceeding before the Office of the Impartial Chairperson.

5. **Effective Date:** This Agreement shall be effective June 16, 2020.
6. **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: June \_\_\_\_, 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:   
Vijay Dandapani, President

By:   
Peter Ward, President

# **EXHIBIT B**

AGREEMENT made this \_\_\_ day of March, 2020 by and between \_\_\_\_\_ on behalf of each of its hotels covered by the IWA (collectively, “Hotel” or “Employer”) and the Hotel Trades Council, AFL-CIO (“Union”)

Whereas, the Union and Employer are parties to a collective bargaining agreement commonly referred to as the Industry Wide Agreement (“IWA”).

Whereas, Coronavirus poses a significant threat to public health, as well as to the hospitality industry and the individuals it employs,

Whereas, the Union and Hotel are desirous of helping to mitigate the harm caused by this pandemic to workers, guests, the industry, and the community at large,

NOW THEREFORE, it is agreed as follows:

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:
  - i. One (1) additional employee per shift for hotels with fewer than five hundred (500) rooms;
  - ii. Two (2) additional employees on am and pm shifts and one (1) additional employee on the overnight shift for hotels with between five hundred (500) and nine hundred and ninety-nine (999) rooms;
  - iii. Three (3) additional employees on am and pm shifts and one (1) additional employee on the overnight shift for hotels with between one thousand (1000) and one thousand, four hundred and ninety-nine (1499) rooms;
  - iv. Four (4) additional employees on am and pm shifts and one (1) additional employee on the overnight shift for hotels with between one thousand, five hundred (1500) and one thousand, nine hundred and ninety-nine (1999) rooms;
  - v. Five (5) additional employees on am and pm shifts and two (2) additional employee on the overnight shift for hotels with between two thousand (2000) and two thousand, four hundred and ninety-nine (2499) rooms, and
  - vi. Six (6) additional employees on am and pm shifts and two (2) additional employee on the overnight shift for hotels with over two thousand, five hundred (2500) rooms.
  - vii. 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 23(B)(2) of the IWA and/or combination pay requirements under Article 22(B), however tipped associates will receive no less than the IWA 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 effective 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 60% 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. Nothing herein shall reduce or waive any rights under Article 69 (Safety and Health), nor any other rights the parties otherwise hold under the IWA, including the right to be provided with necessary safety equipment and the right to refuse unsafe assignments.
10. The terms of this agreement shall remain active until June 15, 2020, at which time the parties shall meet to assess the nature of the threat.
11. Any disputes between the parties or regarding the interpretation or application of this agreement shall be submitted to arbitration in accordance with the grievance and arbitration provisions of the IWA.

**UNION**

**HOTEL**

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

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

AGREEMENT made this \_\_\_ day of March, 2020 by and between \_\_\_\_\_ on behalf of each of its hotels covered by the GRIWA (collectively, “Hotel” or “Employer”) and the Hotel Trades Council, AFL-CIO (“Union”)

Whereas, the Union and Employer are parties to a collective bargaining agreement commonly referred to as the Greater Regional Industry Wide Agreement (“GRIWA”).

Whereas, Coronavirus poses a significant threat to public health, as well as to the hospitality industry and the individuals it employs,

Whereas, the Union and Hotel are desirous of helping to mitigate the harm caused by this pandemic to workers, guests, the industry, and the community at large,

NOW THEREFORE, it is agreed as follows:

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:
  - i. One (1) additional employee per shift for hotels with fewer than five hundred (500) rooms;
  - ii. Two (2) additional employees on am and pm shifts and one (1) additional employee on the overnight shift for hotels with between five hundred (500) and nine hundred and ninety-nine (999) rooms;
  - iii. Three (3) additional employees on am and pm shifts and one (1) additional employee on the overnight shift for hotels with between one thousand (1000) and one thousand, four hundred and ninety-nine (1499) rooms;
  - iv. Four (4) additional employees on am and pm shifts and one (1) additional employee on the overnight shift for hotels with between one thousand, five hundred (1500) and one thousand, nine hundred and ninety-nine (1999) rooms;
  - v. Five (5) additional employees on am and pm shifts and two (2) additional employee on the overnight shift for hotels with between two thousand (2000) and two thousand, four hundred and ninety-nine (2499) rooms, and
  - vi. Six (6) additional employees on am and pm shifts and two (2) additional employee on the overnight shift for hotels with over two thousand, five hundred (2500) rooms.
  - vii. 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 IWA 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 effective 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 60% 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. 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.
10. The terms of this agreement shall remain active until June 15, 2020, at which time the parties shall meet to assess the nature of the threat.
11. Any disputes between the parties or regarding the interpretation or application of this agreement shall be submitted to arbitration in accordance with the grievance and arbitration provisions of the GRIWA.

**UNION**

**HOTEL**

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

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

AGREEMENT made this \_\_\_\_\_ day of May, 2020 by and between \_\_\_\_\_ on behalf of each of its hotels covered by the Division A Collective Bargaining Agreement (collectively, “Hotel” or “Employer”) and the Hotel Trades Council, AFL-CIO (“Union”)

WHEREAS, the Union and Employer are parties to a collective bargaining agreement between the Union and the Hotel Association of New York City, Inc. and Associated Hotels and Motels of Greater New York known as the Division A Agreement (“CBA”);

WHEREAS, Coronavirus poses a significant threat to public health, as well as to the hospitality industry and the individuals it employs,

WHEREAS, the Union and Hotel are desirous of helping to mitigate the harm caused by this pandemic to workers, guests, the industry, and the community at large,

NOW THEREFORE, it is agreed as follows:

12. 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:
  - i. One (1) additional employee per shift for hotels with fewer than five hundred (500) rooms;
  - ii. Two (2) additional employees on am and pm shifts and one (1) additional employee on the overnight shift for hotels with between five hundred (500) and nine hundred and ninety-nine (999) rooms;
  - iii. Three (3) additional employees on am and pm shifts and one (1) additional employee on the overnight shift for hotels with between one thousand (1000) and one thousand, four hundred and ninety-nine (1499) rooms;
  - iv. Four (4) additional employees on am and pm shifts and one (1) additional employee on the overnight shift for hotels with between one thousand, five hundred (1500) and one thousand, nine hundred and ninety-nine (1999) rooms;
  - v. Five (5) additional employees on am and pm shifts and two (2) additional employee on the overnight shift for hotels with between two thousand (2000) and two thousand, four hundred and ninety-nine (2499) rooms, and
  - vi. Six (6) additional employees on am and pm shifts and two (2) additional employee on the overnight shift for hotels with over two thousand, five hundred (2500) rooms.

- vii. 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 XL(b) of the CBA, however tipped associates will receive no less than the CBA 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.

13. 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.
14. Hand Sanitization Stations: The Hotel shall promptly provide alcohol based hand sanitizer containing at least 60% 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.
15. Antimicrobial Soap: All restrooms shall promptly be stocked with EPA approved antimicrobial soap approved for use against Coronavirus.
16. 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
17. 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.
18. 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.
19. 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.

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

21. The terms of this agreement shall remain active until June 15, 2020, at which time the parties shall meet to assess the nature of the threat.

22. Any disputes between the parties or regarding the interpretation or application of this agreement shall be submitted to arbitration in accordance with the grievance and arbitration provisions of the CBA.

**UNION**

**HOTEL**

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

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By:  
Title:  
Authorized to Sign