

AGREEMENT entered into this 28 day of June 2021, by and between the Hotel Association of New York City, Inc. ("HANYC") 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 2020 CSP Agreement"), as amended and extended by an agreement dated June 2020 ("June 2020 CSP Agreement"), as amended and extended by an agreement dated August 2020 ("August 2020 CSP Agreement"), as well as an agreement regarding the vaccination of hotel workers at the Health Centers dated February 2021 ("February 2021 Vaccine Agreement") (collectively, "CSP Agreement").

WHEREAS, the parties acknowledge that the Coronavirus pandemic has taken the lives of hundreds of hotel workers and sickened thousands more, who, as front-line essential workers, regularly interact with high risk populations including, quarantined travelers, self-quarantining New Yorkers, homeless families, health care workers, and the like.

WHEREAS, the parties further acknowledge that the Coronavirus pandemic has had a catastrophic impact on the hospitality industry, which is a critical sector of the regional economy and infrastructure;

WHEREAS, the parties desire to modify and extend the CSP Agreement and replace said CSP Agreement with this consolidated CSP Agreement.

NOW, THEREFORE, it is mutually agreed as follows:

1. **Duration:** This Agreement shall continue through April 1, 2022. The parties shall meet to discuss same, as well as any modification or amendments hereto based on scientific developments, new guidelines, changed circumstances, or any other reason, every three (3) months beginning September 1, 2021. Upon request, the parties shall meet to renegotiate any term where there is a material change in the law, regulation, or recommendation of a state, local, or federal government health agency regarding such term. The parties shall meet within ten (10) days of the request regarding said term, and failing agreement submit the matter to expedited arbitration.

2. Public Space Sanitization:

- a. Hotels shall disinfect, on a regular basis, using EPA registered antimicrobial products approved for use against COVID-19 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 (e.g., touchscreens, computers, telephones, printers, etc.) every day.
- b. Employees who perform the duties listed in Paragraph 2(a) shall be trained in how to most effectively clean to eliminate COVID-19 and in how to protect themselves from infection.
- c. Areas cleaned pursuant to this Agreement shall continue to be cleaned by employees in classifications regularly assigned to do so pre-Coronavirus pandemic in the manner established by Paragraph 2(a). In accordance with Paragraph 5(b) of the August 2020 CSP Agreement, no then current employee shall be laid off or placed on reduced work week as a result of the discontinuance of the Public Space Sanitization Team requirement of the March 2020 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.

3. Sanitization of Guest Rooms:

- a. Hotels shall sanitize guest rooms using EPA registered antimicrobial products approved for use against COVID-19, 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 (e.g., touchscreens, computers, telephones, printers, etc.) every day.
- b. Each guest room shall, after the above measures have been taken, be generally sanitized using EPA registered antimicrobial air/surface spray sanitizer approved for use against COVID-19.
- c. Room Attendants shall be trained in how to most effectively clean to eliminate COVID-19 and in how to protect themselves from infection.
- d. This Section 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 assignment of rooms or sections, DND practices, quota adjustments (e.g., travel, checkout, etc.), or other housekeeping practices.
- e. In accordance with industry practice 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.

- f. In accordance with Paragraph 4(b) of the August 2020 CSP Agreement, no then current employee may be laid off or placed on reduced work week as a result of the return to the pre-Coronavirus quota.
- g. Employees may decline 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.

4. **Air Quality:**

- a. As soon as practicable, Hotels must use the highest rated air filter that existing HVAC system fan and filter slots can accommodate, but at a minimum a MERV-13 filter should be used. The aforementioned sentence shall not apply where, in lieu of an HVAC system, the space uses only non-recycled air, e.g., window air conditioners that draw directly from the exterior of the Hotel, etc. In the event the existing HVAC system cannot accommodate MERV-13 filters, the Hotels shall adopt alternate methods for ensuring air purification.
 - b. As soon as practicable, all employee cafeterias, locker rooms, kitchens, and other spaces where guests and/or individuals are expected to congregate without face coverings (e.g., restaurants, bars, etc.) shall be outfitted with standalone HEPA air filters of sufficient capacity for the space.
 - c. As soon as practicable, Hotels shall comply with building readiness recommendations made by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers ("ASHRAE") as well as any recommendations made by the Centers for Disease Control ("CDC"), Occupational Safety and Health Administration ("OSHA") and any other applicable federal, state, and municipal laws regarding air quality and safety.
 - d. Within the confines of existing systems, Hotels shall maximize fresh air intake through natural ventilation or mechanical means and minimize air recirculation.
5. **Face coverings:** Employees and guests of the Hotel shall comply with CDC, OSHA, state and local government recommendations for face coverings. However, employees shall, upon request, be provided with a sufficient supply of face coverings and be permitted to wear them. The Hotel may not impose different policies on employees than on guests.
6. **Physical Spacing:** Hotels shall take reasonable steps to ensure physical distancing in accordance with CDC guidelines is maintained between and among employees and guests (but exempting members of their immediate travelling party). Physical distancing shall include, but is 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 recommended by the CDC in areas where guests can be expected to line up.

7. **Hand Sanitization Stations:** Hotels shall provide alcohol based hand sanitizer containing at least 60% alcohol, throughout the building, 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 on each floor in front of each elevator bank.
8. **Antimicrobial Soap:** All restrooms shall be stocked with EPA approved antimicrobial soap approved for use against COVID-19.
9. **Disposable Gloves:** Employees shall be provided with an adequate supply of disposable gloves to be used at work and trained on their proper use.
10. **Barriers:** Where employees interact directly with guests at their workstations (e.g., front desk, concierge, cashier, etc.), Hotels shall install physical barriers, such as plexiglass or clear plastic guards.
11. **Common or Shared Equipment:** All common or shared equipment that is used by one (1) 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.
12. **Floors and Vacuum Cleaners:** Vacuum cleaners shall be maintained to minimize dust dispersal in general and be maintained and fully functional. Hotels 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 COVID-19. Floors, when mopped, shall be mopped with EPA registered disinfectant for use against COVID-19.
13. **Employee Safety and Training:**
 - a. All employees shall be trained on how to avoid contracting COVID-19 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 COVID-19 and what steps to care for themselves as well as prevent further spread.

14. 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 COVID-19 related illness or exposure or another medical emergency.
- b. The Hotel shall further create an emergency response plan to protect workers and guests in the event a guest seeks treatment for COVID-19 exposure.

15. Employee COVID-19 Testing:

- a. **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 18 below.
- b. **Post-Recall Testing:** Any employee who is required by the Hotel to be tested for COVID-19, 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). 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 diagnostic test in accordance with paragraph 15(b) above.
- d. **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. 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.

16. Vaccine Agreement:

- a. Each Employer that contributes to the Health Benefits Fund shall make the following payments to the New York Hotel Trades Council – Hotel Association of New York City, Inc. Employee Benefit Funds ("Funds"):



- b. A one-time payment in the amount of sixty dollars (\$60.00) per bargaining unit employee who is currently working and covered by the Funds to be due the tenth (10th) of the month after the Funds has received, in total, three thousand (3000) doses of the vaccine and begins making appointments to administer same.
- c. A one-time payment in the amount of sixty dollars (\$60.00) for each bargaining unit employee who is currently on layoff but retains their right to recall, to be due the tenth (10th) of the month following the bargaining unit employee's return to work.
- d. The amounts reference in Paragraphs 16(a) and 16(b) above shall cover the cost of administering COVID-19 inoculations to bargaining unit employees who are currently working and covered by the Funds and their covered eligible dependents, as well as bargaining unit employees who are currently on layoff and not covered by the Funds, but retain their right to recall (as well as the laid off bargaining unit employees eligible dependents upon his/her recall).
- e. The projected cost of administering the COVID-19 vaccine shall not be counted against the twenty-five percent (25%) liquid asset threshold or maintenance of benefit standard provided for in Schedule B of the IWA.
- f. The parties shall recommend to the Trustees of the Health Benefits Fund that they adopt a resolution allowing non-covered employees to participate in the above-described vaccination program under the terms set forth herein.
- g. The parties shall jointly pursue opportunities to seek grants or funding from governmental sources in connection with the costs and expenses associated with this Agreement. If such monies are received by the Health Benefits Fund, the parties shall adjust the amounts payable and/or provide credit for past payments to reflect same.

17. **Paid Time for Vaccination:** For bargaining unit employees, not including those on layoff, any time spent during a scheduled shift in order to obtain a COVID-19 vaccination, for either the first shot, second shot, and/or any recommended booster shots to the COVID-19 vaccine, shall be treated as paid working time.

18. **Paid Time Off for COVID-19:** In addition to any time off provided in the respective CBA to which the Employer is bound, or city, state, or federal law, the following shall only apply to bargaining unit employees who have been vaccinated for COVID-19 or are in the process of becoming vaccinated (e.g., are attempting to schedule a vaccination, have scheduled a vaccination, or have received one (1) dose of a two (2) dose COVID-19

vaccine) or, are prevented from receiving a COVID-19 vaccine for reasons that are justified under EEOC guidelines:

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.

19. **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, by applicable guidelines or the Hotel, 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.
20. **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 respective CBA to which the Employer is bound, or applicable law, while awaiting COVID-19 diagnostic test results as follows:
 - a. **As a result of post-recall temperature screening pursuant to Paragraph (15)(c):** the lesser of (i) the number of day(s) of lost work while awaiting test results, and (ii) three (3) days.
 - b. **As a result of post-recall testing pursuant to Paragraph (15)(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 one (1) day where the exposure was other than on the job.
 - c. **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.
21. **Paid Time Off:** Employees may voluntarily use paid time off in the event they are concerned they were exposed to COVID-19, they fear exposure to COVID-19 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 COVID-19, 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 COVID-19 precautions, as follows:
 - a. Employees shall be permitted to take any accrued and unused paid time off, including sick, personal, and vacation days.

- b. Subject to the respective rights or claims in cases U20-302 and U20-303 currently pending before the Office of the Impartial Chairperson, employees shall be permitted to use any paid holidays remaining from the calendar year 2020.

22. Unpaid Time Off: For any of the reasons set forth above in Paragraph 21, employees may voluntarily take unpaid time off. Employees shall be reinstated to their former position (once available) without loss of seniority or benefits upon five (5) days notice of their intent to return.

23. Documentation of Testing and for Paid Time Off: Employees shall promptly provide the Hotel with a copy of the documentation containing proof of a scheduled appointment, proof of vaccination, the results of any testing or reasons for paid or unpaid leave referenced in this Agreement.

24. COVID-19 Leave Substitutes:

- a. Through September 1, 2021, Hotels shall be permitted, after offering work available as a result of an employee taking unpaid COVID-19 leave pursuant to this Agreement to bargaining unit employees, to offer such work to substitute employees ("COVID-19 Leave Substitute Employees").
- b. Article 6(c) of the IWA shall not apply to such COVID-19 Leave Substitute Employees.
- c. COVID-19 Leave Substitute Employees shall be deemed substitute employees, except they may substitute for an employee on COVID-19 related leave and shall be considered casual employees and will not accrue seniority. The COVID-19 Leave Substitute Employee shall be laid off by the Employer in the event the employee on COVID-19 related leave provides five (5) days of notice of their intent to return to work.

25. Health Benefits:

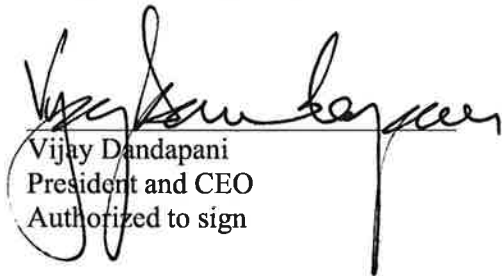
- a. The use of cash reserves to provide health benefit coverage pursuant to the August 2020 CSP Agreement shall not be counted against the twenty-five percent (25%) liquid asset threshold provided for in Schedule B of the IWA. Nothing herein shall relieve any Employer from making contributions to the 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.

26. No Waiver: Nothing herein shall reduce or waive any rights under the CBAs' Safety and Health provisions, nor any other rights the parties otherwise hold under the said

CBAs, including the right to be provided with necessary safety equipment and the right to refuse unsafe assignments. Nothing contained herein shall constitute a waiver of either party's rights and defenses, nor an admission of liability, nor shall it be precedential, in any proceeding before the Office of the Impartial Chairperson.

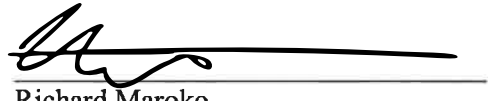
27. **Arbitration:** Any and all disputes between the parties or regarding the interpretation or application of this Agreement shall be submitted to arbitration in accordance with the grievance and arbitration provisions of the IWA.

HOTEL ASSOCIATION OF NEW
YORK CITY, INC. on behalf of its
Bargaining Group Hotels



Vijay Dandapani
President and CEO
Authorized to sign

NEW YORK HOTEL AND MOTEL
TRADES COUNCIL, AFL-CIO



Richard Maroko
President
Authorized to sign