

## MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding entered into as to be effective July 1, 2026, except as otherwise provided for herein, by and between the Hotel Association of New York City, Inc. (“HANYC”) on its own behalf and on behalf of HANYC Bargaining Group Hotels<sup>1</sup> (hereinafter collectively referred to as “EMPLOYER”) and the Hotel and Gaming Trades Council, AFL-CIO, on its own behalf and on behalf of its members, now employed or hereafter to be employed by the EMPLOYER (hereinafter referred to as “UNION”).

WHEREAS, the EMPLOYER and the UNION are signatories to an Industry-Wide Collective Bargaining Agreement entered into as to be effective July 1, 2012, which Agreement by its terms, expires on June 30, 2026 (hereinafter referred to as the “IWA”); and

WHEREAS, the EMPLOYER and the UNION desire to modify and amend the IWA as now restated in this Memorandum of Understanding (hereinafter referred to as “this Agreement”).

NOW, THEREFORE, it is mutually agreed as follows:

1. Duration: Except as expressly provided for herein, the IWA is renewed and extended<sup>2</sup> from July 1, 2026, until 11:59 P.M. on June 30, 2034.

2. Wages:

A. The following wage increases shall apply to IWA Schedule A minimum wage rates and actual wage rates:

July 1, 2026:	All non-tipped employees:	\$2.50
	All tipped employees:	\$1.25
July 1, 2027:	All non-tipped employees:	\$2.50
	All tipped employees:	\$1.25
July 1, 2028:	All non-tipped employees:	\$2.50
	All tipped employees:	\$1.25
July 1, 2029:	All non-tipped employees:	\$2.65
	All tipped employees:	\$1.33
July 1, 2030:	All non-tipped employees:	\$2.65
	All tipped employees:	\$1.32

---

<sup>1</sup> A list of HANYC Bargaining Group Hotels is attached as Exhibit 1. The aforesaid list is current as of May 13, 2026, and is expected to increase on a continuing basis.

<sup>2</sup> Any modifications to article numbers and cross references will be addressed in the consolidated agreement.

July 1, 2031:	All non-tipped employees:	\$2.80
	All tipped employees:	\$1.40
July 1, 2032:	All non-tipped employees:	\$2.80
	All tipped employees:	\$1.40
July 1, 2033:	All non-tipped employees:	\$2.80
	All tipped employees:	\$1.40

- B. The percentage, on an industry-wide basis, attributable to the wage increases provided for in Paragraph 1(A) shall, in accordance with past practice, be applicable to all wage-related items contained in the IWA, e.g., extra rooms, cots, night shift differential, portage and group fees, banquet rates, etc.

3. Health Fund:

- A. Schedule B, Paragraph 3(A), shall be replaced with the following:

Effective January 1, 1999, the New York Hotel Trades Council and Hotel Association of New York City, Inc. Insurance Fund, Union Family Medical Fund and Dental Fund were merged into a single fund renamed the “New York Hotel Trades Council and Hotel Association of New York City, Inc. Health Benefits Fund” (the “Health Benefits Fund”). Said merged fund is the successor to the separate Union Family Medical, Insurance and Dental Funds and, as such, provides multiple plans of benefits, including a medical benefits plan (formerly provided by the Union Family Medical Fund), a hospital and insurance benefits plan and an optical benefits plan (formerly provided by the Insurance Fund), and a dental benefits plan (formerly provided by the Dental Fund). Effective and retroactive to January 1, 2026, the EMPLOYER shall make a single, aggregate monthly contribution to the Trustees of the Health Benefits Fund for all benefit plans within that Fund covering the employees of the EMPLOYER equal to the following amounts (or such amounts as may be agreed upon from time to time by the UNION and the ASSOCIATION):

CONTRIBUTION RATE	BENEFIT COVERAGE
(a) Effective January 1, 2026, 28.25% of employee wages.	Combined Medical and Insurance (Hospital Life, Accidental Death and Dismemberment, Short-Term Disability) <sup>3</sup>
(b) \$1.50 per employee per month	Optical Benefits <sup>4</sup>
(c) 2.00% of employee wages	Dental Benefits <sup>5</sup>

Notwithstanding the foregoing, the Trustees shall maintain the projected liquid assets of the Health Benefits Fund at the end of each calendar year at not less than fifteen percent (15%) of the following calendar year's expenses of the Fund. Once it is determined, in accordance with IWA Schedule B, that the projected liquid asset threshold of the Health Benefit Funds reaches thirty percent (30%) of the following calendar year's expenses, effective the following January 1st, the contribution rate to the Health Benefit Fund shall revert from twenty-eight and one-quarter percent (28.25%) to twenty seven and one-quarter percent (27.25%) and the contribution to the Pension Fund pursuant to Schedule B, Paragraph 4(A) shall be increased from twelve percent (12%) to percent (13%), provided that if in any subsequent calendar year the projected liquid asset threshold is less than twenty percent (20%) of the following calendar year's projected expenses, the contribution to the Pension Fund will be returned to twelve percent (12%) and the contribution rate to the Health Benefit Fund shall be restored to twenty-eight and one-quarter percent (28.25%) until the thirty percent (30%) liquid asset threshold in the previous sentence is reached again. It is understood that the cost of renovation for the Midtown Health Center projected to be expended in 2026 and 2027 shall not be included as an expense in calculating the liquid asset threshold. The Trustees may finance the aforementioned renovation, any future Health Center acquisition(s), and renovation(s) to other Health Centers. Those contributions expressed as a percentage of wages shall be computed with respect to wages payable to the employees of the EMPLOYER for the preceding pay period. All contributions to the Health Benefits Fund shall be administered and expended by the Trustees pursuant to the provisions of the Fund's trust instrument (identified below) for the purpose of providing medical, accident and sickness and

---

<sup>3</sup> Such contributions will be due with respect to each employee of the EMPLOYER from the employee's initial date of employment.

<sup>4</sup> Such contributions will be due with respect to each employee on the EMPLOYER'S payroll on the fifteenth (15<sup>th</sup>) day of each month.

<sup>5</sup> Such contributions will be due with respect to each employee of the EMPLOYER immediately after the completion of nine (9) months of employment. The foregoing provision shall not apply to any employee who, during the twenty-four (24) months prior to his/her employment, was continuously employed for a period of twelve (12) months by an EMPLOYER signatory or party to the Collective Bargaining Agreement.

insurance benefits to the employees of the EMPLOYER and medical benefits to the families and enrolled domestic partners of such employees, all as determined by the Trustees. EMPLOYERS acknowledge and agree that they shall maintain all benefits currently provided by the Health Benefits Fund at no less than current eligibility and coverage during the life of this Agreement, and in no event shall any benefit, eligibility, or coverage be reduced for any reason absent signed agreement by the parties to the contrary. The Health Benefit Fund Trustees shall meet promptly after the effective date of this Agreement, the Trustees shall identify cost savings and ways to control costs of the Health Benefit Funds, subject to the immediately preceding sentence. Discussions shall include using funds from the Labor Management Cooperation Trust Fund to support legislation designed to control health care costs or provide subsidies to the Health Benefit Fund.

If the liquid assets of the Health Benefit Fund go above fifty percent (50%) of the following year's projected expenses, the UNION and ASSOCIATION will meet to discuss reallocating contributions to the Pension Fund, provided such reallocation may not reduce the liquid assets of the Health Benefit Funds below the amount provided in this Paragraph.

The Union shall withdraw its grievance (#U26-193) with prejudice. Consistent with the foregoing, EMPLOYERS shall not be obligated to increase Health Benefit Fund contributions to restore and maintain net assets necessary for the following year's projected expenses.

- B. The following shall be added as Schedule B, Paragraph 3(B) with the following article numbers amended accordingly:

In the event the liquid assets of the Health Benefit Fund fall below the funding percentage required in Paragraph A above, the Health Benefit Fund will increase the contribution percentage, or assess EMPLOYERS, up to three (3) percentage points.

If this additional contribution or assessment does not bring the liquid assets into compliance with Paragraph A above, before seeking any additional contribution from the EMPLOYER, future contributions from other funds shall be reallocated to the Health Benefit Fund in a manner negotiated by the parties, provided that in no event shall any benefit, eligibility, or coverage be reduced for any reason and provided further that it cannot result in any reduction of the funding percentage of the Pension Fund as established in the previous years' annual funding notice and the Pension Fund is expected to be able to absorb a negative ten percent (-10%) return in such Plan Year without resulting in a projected funding deficiency in the Pension Fund's projection used for the annual zone certification.

For the avoidance of doubt, and notwithstanding anything to the contrary, under no circumstances shall any benefit, eligibility, or coverage be reduced for any reason.

C. Schedule B, Paragraph 3(H), shall be amended as follows:

Orthodontics: The Fund shall provide orthodontia benefits of up to one thousand dollars (\$1,000.00) for each minor dependent of a covered employee. Effective July 1, 2026, and each July 1 thereafter, the benefit amount will be increased in accordance with IWA increases to wage related items.

D. Schedule B, Paragraph 3(J), shall be amended as follows:

Health Reimbursement Arrangement (“HRA”): The Health Benefit Fund shall create and administer a HRA. Each calendar year, commencing January 1, 2017, the Health Benefit Fund shall pay into a HRA account on behalf of each employee who is eligible for health benefits two hundred dollars (\$200) for individuals and four hundred dollars (\$400) for families. Effective January 1, 2027, and each January 1 thereafter, the benefit amounts shall be increased in accordance with IWA increases to wage related items effective the previous July 1. Such HRA account may be used for any purposes permitted by law, including those under IRC Section 213(d). Any unused funds may be carried over into subsequent years to the maximum extent permitted by law. Sums in a HRA account may not be forfeited for any reason, including cessation of employment, and contributions may continue to be made following any such cessation in accordance with COBRA.

4. Pension Fund: Schedule B, Paragraph 4(A), shall be replaced with the following:

Effective January 1, 2027, the EMPLOYER shall increase its contribution rate to the Trustees of the New York Hotel Trades Council and Hotel Association of New York City, Inc. Pension Fund from eleven and one-half percent (11.5%) to twelve percent (12%). Such contributions will be due with respect to each employee of the EMPLOYER immediately upon the completion of nine (9) months of employment. The foregoing provision shall not apply to any employee who, during the twenty-four (24) months prior to his/her employment, was continuously employed for a period of twelve (12) months by an EMPLOYER signatory or party to the Collective Bargaining Agreement, for whom contributions shall be made from the employee’s initial date of employment.

5. The Pre-Paid Legal Fund: The following shall be added to Paragraph 5 of Schedule B:

Effective July 1, 2026, the required contribution payable to the Pre-Paid Legal Fund (currently one quarter percent (0.25%)) shall be reallocated to the Health Benefit Fund, until such time that the liquid assets of the Pre-Paid Legal Fund

equals one hundred percent (100%) of the following year's projected expenses of the Pre-Paid Legal Fund.

6. New Employees: The following shall replace the current IWA Article 6(D):

No contributions shall be made to the Pension Fund, Prepaid Legal Fund, Training Fund, Labor Management Cooperation Trust Fund, Child Care Fund, or Housing Fund, or for the dental component of the Health Benefits Fund on behalf of any new employee until nine (9) months after the date of employment. This provision shall not apply to any employee who, during the twenty-four (24) months prior to his/her employment, was continuously employed for a period of twelve (12) months by an EMPLOYER signatory or party to this Agreement.

7. No Discrimination: The following shall be added as IWA Article 25(B):

Any claims of discrimination prohibited by this Article and/or discipline resulting from violations of this Article may be submitted to expedited arbitration.

8. Complaints, Grievances, and Arbitration:

A. The following shall be added as IWA Article 26(L)(2):

Effective for instances after July 1, 2026, where an EMPLOYER is found by the Impartial Chairperson to have violated IWA Article 26(L) on three (3) separate occasions at the same hotel by the same EMPLOYER, the penalty in Article 26(L)(1) shall increase from fifteen percent (15%) to twenty-five percent (25%) on such third occasion, and a continuing violation or a single violation which affects multiple employees will be deemed a single occasion for purposes of this Article. The foregoing shall not apply where the EMPLOYER has not willfully underpaid employee(s) for twenty-four (24) consecutive months from the date of the resolution of the last of the three (3) above-referenced violations.

B. The following shall be added as IWA Article 26(M):

The Impartial Chairperson(s) shall have the authority to issue any remedy they deem necessary to fully and effectively remedy any complaint, grievance or violation, ensure compliance with this Agreement, and prevent future violations, including, but not limited to equitable and monetary relief.

C. The following shall be added as IWA Article 26(N):

The EMPLOYER acknowledges that the UNION has a right to information relevant to its relationship with the EMPLOYER and its role as representative of the Employees. The UNION shall be entitled to any information relevant or

necessary to enforcing this Agreement; investigating or prosecuting possible violations, grievances and complaints; and fulfilling its role as bargaining representative. The UNION shall further be entitled to any information relevant to representing workers in disputes with the EMPLOYER and fulfilling its obligations as exclusive bargaining representative. Nothing in this Article shall limit or reduce the Union's right to information pursuant to the National Labor Relations Act.

D. The following shall be added as IWA Article 26(O):

Challenging Decisions of the Office of the Impartial Chairperson: The parties acknowledge that challenging an arbitration decision does not excuse compliance with such decision. It is agreed that if either party moves to vacate an arbitration decision, and the decision is subsequently confirmed in whole or in part, the party seeking to challenge the arbitration decision will pay the reasonable attorney's fees and costs of the other party. It is further agreed that if either party moves to confirm an arbitration decision due to the non-moving party's failure to comply with the same, and the decision is subsequently confirmed in whole or in part, the non-moving party will pay the reasonable attorney's fees and costs of the other party. It is understood that a request for reconsideration made to the Office of the Impartial Chairperson does not constitute a motion to vacate an arbitration decision.

9. Holidays: Effective July 1, 2026, Juneteenth shall be added as a holiday.

10. Sick Leave:

A. The following shall be added as the last sentence of Article 54(B)(1):

For all employees, night shift differential, regular premium, and overtime pay, if any, shall be included.

B. The following shall be added as Article 54(B)(3):

Termination of Employment: In the event an employee's employment is terminated, voluntarily or involuntarily, they shall be entitled to receive their unused paid sick days.

11. Bereavement Pay: IWA Article 32 shall be replaced with the following:

A. Entitlement

1. All non-probationary employees shall be granted five (5) days paid bereavement leave in the event of a death in his/her immediate family.

2. The term “immediate family” is defined as the employee’s father, mother, grandparent, sister, brother, half or step-brother, half or step-sister, spouse, domestic partner (as verified by the Health Benefits Fund), or child, step-child, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

B. Payment and Calculation

1. Such paid time off should be taken within one (1) week of the death or funeral, provided employees are only paid on days they were scheduled to work. In the event an employee desires to take additional paid time, they may use any accrued and unused vacation or sick/personal days. Employees shall notify EMPLOYER in advance of the days they choose to take as bereavement.
2. The bereavement days off to which employees are entitled shall be compensated at the rate of one (1) day’s pay at straight time except for tip classification employees, who shall be compensated at twice the regular daily rate of pay at straight time including, for both non-tip and tip employees, night shift differential and regular premium overtime pay, if any.
3. At its sole discretion, the EMPLOYER may require evidence of death and kinship.

12. Cost of Living: IWA Article 44 shall be replaced with the following:

Notwithstanding any other provision of this Agreement seemingly to the contrary, the parties agree that every two (2) years, beginning June 30, 2028, there shall be an assessment performed to determine if the aggregate increases paid by the EMPLOYER for the preceding two (2) year period is exceeded by the cost of living (based on New York City Consumer Price Index) for the same period. If so, the UNION shall have the right to request that a joint study committee be formed to examine and discuss the impact of said increase on the employees and the need, if any, for a wage review. In the event the parties fail to agree on what action to take, either party may submit the matter to the Impartial Chairperson, who shall be empowered to make a final decision with regard to said matter.

13. Furnishing Security: IWA Article 46(A) shall be replaced with the following:

In order to ensure the faithful performance of the obligations contained in this Agreement, every CONCESSIONAIRE shall be required to furnish security in the form of cash or bond in the amount of three (3) months of wages and fund contributions prior to entering into its operation, or at any time thereafter, upon demand by the UNION or HOTEL. Failure to demand security shall not be deemed to be a waiver of a concessionaire’s obligations hereunder.

14. Porterage:

A. IWA Article 50(D) shall be deleted in its entirety, and remaining paragraphs shall be re-numbered.

B. IWA Article 50(H) shall be renumbered and replaced with the following:

1. Bellpersons and Doopersons (or any combination position inclusive thereof, including Working Bell Captain, Baggage Porter, Page, and Package Room Messenger) (collectively, “Bellpersons and Doorpersons”) shall receive additional wage increases to their actual base hourly rate(s) of pay and the IWA Schedule A rate shall be increased as follows:

January 1, 2027:	\$1.50 per hour
January 1, 2028:	\$1.50 per hour
January 1, 2029:	\$1.50 per hour
January 1, 2030:	\$1.50 per hour
January 1, 2031:	\$1.50 per hour
January 1, 2032:	\$1.50 per hour
January 1, 2033:	\$1.50 per hour
January 1, 2034:	\$1.50 per hour

2. This Sub-paragraph 50(H) shall not apply to EMPLOYERS bound to the IWA as of July 1, 2013 whose Bellpersons and Doorpersons do not regularly receive porterage and are paid no less than the IWA Elevator Operator, Passenger rate.
3. Bellpersons and Doorpersons shall receive paid benefit time predicated on the Schedule A benefit day rate, without reference to the increases contained in Article 50(H)(1).

15. Technological Change: IWA Article 53 shall be replaced with the following:

A. The UNION has long cooperated with EMPLOYERS in the introduction of new equipment, changes in operating techniques and technological improvements (all three (3) herein referred to as “modifications”) in the various departments of the hotels in a manner that improves the operation of the hotel and protects employees. Accordingly, in the event the EMPLOYER intends to introduce modification in its hotel, it shall meet with the UNION at least one hundred and twenty days (120) days in advance of its intention to implement same, to discuss the ramifications.

B. If the parties agree to said modifications and, as a result, job terminations or job changes occur, the parties shall discuss severance pay, work preservation, job

training, safety, and/or compensation for additional duties, as appropriate. Such job changes and terminations are not those referred to in Article 22(B).

- C. It is agreed that the introduction of new technology or equipment or certain modifications which do not appreciably broaden job skills, duties or responsibilities does not automatically require additional compensation or an adjustment in the wage rate of the affected employees.
- D. If the parties fail to agree on the EMPLOYER'S program after meeting to discuss same as provided in Article 53(A) above, either party shall have the right to call for a conference at the ASSOCIATION to discuss the matter. If as a result of the conference there is a dispute concerning the proposed modification(s) the matter shall be submitted to the Impartial Chairperson for his/her decision.

16. Conversion or Modification Severance: IWA Article 57 shall be replaced with the following:

- A. If, during the term of this Agreement, HOTEL is converted to any non-hotel use (e.g., residential, condominium or cooperative use of the building, apartment rental units, office buildings, student housing, etc.) ("Non-Hotel Use"), the EMPLOYER shall pay to the affected employees, i.e., those who suffer a permanent loss of employment due to such conversion, severance under the following terms: fifteen (15) days for each year of service, calculated and paid under the procedures of Article 52(B). The benefit funds shall receive a payment, calculated in accordance with Article 52(B), for each affected employee.
- B. In the event that the Hotel's entire premises are affected by the conversion to Non-Hotel Use, then employees eligible for the enhanced severance above shall, as a condition of receiving such severance payment, execute a separation document releasing the parties to this Agreement from any liability and future obligations, such as recall rights, under this Agreement.
- C. In cases of a partial conversion of the Hotel's premises to Non-Hotel Use, then the enhanced severance provisions contained herein shall only apply to employees affected by such conversion.

17. Successors and Assigns:

- A. The following shall be added to Article 59(B):

As a material condition of any transaction that transfers majority ownership, management, or operational control of the Hotel or Concessionaire, predecessors, assignors, or transferors agree to provide the successors, assigns, or transferees all Form I-9's, upon the effective date of the transaction.

- B. The following shall be added to Paragraph 3 of the form Assumption Agreement in Article 59(C):

Seller shall provide all Form I-9's, upon the effective date of the transaction.

18. Safety and Health: The following shall be added as Article 69(E)(12):

There shall be no ex parte communications by either party with the Health and Safety Consultant at any time prior to, during, or after the Consultant's appointment by the Impartial Chairperson.

19. Addendum IV: IWA Addendum IV shall be replaced with the following:

Company Name  
Address

Dear \_\_\_\_\_:

This letter agreement will confirm the discussions we have had regarding the procedures to be followed by the Hotel & Gaming Trades Council ("UNION") to organize certain employees at HOTELS and CONCESSIONAIRES within the five (5) boroughs of New York City at which Company has or acquires an ownership, management or control interest on or after July 1, 2001 and hotels and concessionaires in the Greater New York City Metropolitan Area (other than the five (5) boroughs of New York City), Northern and Central New Jersey and the New York State Capital District at which the Company has or acquires an ownership, management or control interest on or after February 3, 2012 and the UNION does not have representational rights ("Hotel"), and various other matters, including the resolution of disputes related to such organizational drive and/or the terms of this letter agreement ("Agreement") and any subsequent collective bargaining agreement.

1. Use of Impartial Chairperson

The Impartial Chairperson of the Hotel Industry of New York City ("Impartial Chairperson") will conduct a "card count" to determine whether the UNION has obtained valid cards from a majority of full-time and regular part-time employees of the Hotel, employed in job classifications listed in Schedule A to the Industry Wide Agreement between the UNION and the Hotel Association of New York City, Inc. ("IWA"), designating the UNION as their representative for purposes of collective bargaining (the "Cards") and to certify the result of his/her card count, all in accordance with the procedures set forth in Section 3 below. Full-time and part-time employees of the Hotel employed in job classifications listed in Schedule A shall be referred to throughout this Agreement as "Employees".

The Impartial Chairperson also will resolve any and all disputes of any kind whatsoever arising out of this Agreement, or concerning the meaning or interpretation of any and all matters discussed herein, including, but not limited

to, the terms and provisions of any collective bargaining agreement entered, or to be entered into, by and between the Hotel and the UNION. Any costs incurred by the parties in instituting proceedings before the Impartial Chairperson, or defending against the same, shall be the responsibility of the respective party. Costs charged by the Impartial Chairperson shall be shared and paid equally by the parties. Any arbitration award or decision issued by the Impartial Chairperson, written or otherwise, shall be final and binding upon the parties, and subject to the provisions of Article 75 of the New York Civil Practice Law and Rules (“CPLR”) including, but not limited to, the procedures to vacate or modify an award pursuant to Section 7511 of the CPLR, and shall be enforceable in a court of competent jurisdiction.

## 2. Union Access to the Hotel

The UNION will begin its organization of the Hotel’s employees at any time upon notice to the Hotel’s General Manager. The UNION will be permitted to have its organizers or representatives enter the Hotel to meet with Employees during the Employees’ non-working times (for example, before work, after work, and during shift changes, meals and breaks) and/or during such other periods as the parties may mutually agree upon in writing. The UNION may engage in organizing efforts in non-public areas of the Hotel such as the Employee meal rooms and locker rooms or such other non-public areas as the parties may mutually agree upon.

Within three (3) days following receipt of the above described written notice of intent to organize Employees, the EMPLOYER will furnish the UNION with a complete list of such Employees, including both full and part-time Employees, showing their job classifications and departments, work schedules, wages, and benefits, and the home addresses, email addresses, and telephone numbers of all Employees. Thereafter, the EMPLOYER will promptly provide updated lists for the duration of the organizing drive.

There shall be no lockouts of the Employees by the Hotel and the UNION shall not cause any disruption of work by the Employees during the organizing activity, nor shall there be any picketing, strikes, slow downs or other work stoppages at the Hotel by or caused by the UNION for any purpose, including organizing, contract negotiations, dispute publication or enforcement of the terms of this Agreement. The “no lockout, no strike” provisions hereof shall not apply in the event either party fails to abide by an award or decision of the Impartial Chairperson within three (3) business days after issuance. Both the Hotel and the UNION agree to respect the National Labor Relations Act (“NLRA”) Section 7 rights of employees during the UNION’S organizing drive, and neither party shall, or be required to, act in contravention of those rights. The Hotel specifically agrees that its supervisory employees, its agents and/or its representatives will not act or make any statements that will directly or indirectly imply the Hotel’s opinion as to whether or not the employees should support the UNION or as to

the reputation of the UNION or any of its officers and affiliate local unions or as to the reputation of any of the officers of the UNION'S affiliate local unions and/or their parent unions.

### 3. Determination of Majority Status

At any time after the commencement date of the UNION'S organizing effort, the UNION may request that a card count be conducted by the Impartial Chairperson. The UNION shall initiate that process by advising the Hotel's General Manager in writing ("Notification Letter") that it represents a majority of the full-time and regular part-time employees employed by the Hotel in the job classifications set forth in the IWA Schedule A. The date of the UNION'S Notification Letter shall be the date ("Notification Date") used for purposes of determining the composition of the list of the names of the Employees to be furnished by the Hotel to the Impartial Chairperson, so that all full-time and regular part-time Employees of the Hotel employed on or before the Notification Date will be the only Employees whose names will appear on the list.

Within forty-eight (48) hours of the delivery of the Notification Letter by the UNION to the Hotel indicating its majority status, the UNION shall notify the Impartial Chairperson in writing that his/her services are requested for purposes of conducting a card count. The UNION shall immediately confirm to the Hotel's General Manager that the Impartial Chairperson has retained jurisdiction of the card count proceeding. As soon as practicable thereafter, but in any event no later than seven (7) days after the date of the UNION'S written card count request made to the Impartial Chairperson, the UNION shall furnish to the Impartial Chairperson the Cards it has obtained from the Employees, and the Hotel shall furnish the Impartial Chairperson the list containing the names and job classifications of Employees employed as of the date of the UNION'S Notification Letter (with a copy to the UNION) together with copies of official employment documents containing the signatures of each of the Employees (e.g. Forms I-9, Form W4 or similar documents, in paper or electronic format), in care of the Office of the Impartial Chairperson, 321 West 44th Street, New York, New York 10036.

Within forty-eight (48) hours after his/her receipt of the documents described above, the Impartial Chairperson shall conduct a card count by checking the Cards against the list of Employees and by comparing the Employees' names and signatures appearing on the Cards to the names and signatures appearing on the employment documents supplied to the Impartial Chairperson by the Hotel. At the conclusion of the card count, the Impartial Chairperson shall inform the parties of the results of his/her count and shall certify in writing that either the UNION has or has not been selected by a majority of eligible Employees of the Hotel as their collective bargaining representative. Both the Hotel and the UNION agree to abide by the determinations made by the Impartial Chairperson regarding any

challenges either to the validity of the Cards, the eligibility of Employees, the appropriateness of the unit and/or to the majority status of the UNION.

If, after the conduct of the card count, the UNION fails to be certified by the Impartial Chairperson as the majority representative of the eligible Employees, this Agreement shall be deemed to continue in full force and effect, unless it is otherwise terminated in writing by mutual agreement of the parties.

Notwithstanding any of the foregoing seemingly to the contrary, the Hotel and UNION also agree that the Impartial Chairperson shall be empowered to issue such remedial orders as are consistent with applicable NLRB standards and necessary during and after the pendency of the UNION'S organization drive to ensure the maintenance of the neutral environment and/or to penalize the Hotel or the UNION for violating their obligations hereunder, including an order to bargain in accordance with applicable NLRB standards, and/or monetary or punitive damages to either party.

If the UNION is certified as the majority representative of the Employees, the Hotel must recognize the UNION and the Hotel and the UNION will commence negotiations within seven (7) calendar days of the date of the certification, at a mutually agreeable time and place, for a collective bargaining agreement covering wages, hours and other terms and conditions of employment (the "Agreement").

I believe that the above correctly describes our discussions on these matters. Please signify your concurrence by signing where indicated below and returning one copy to me, the other being for your files.

Very truly yours,

Richard Maroko  
President

Executed, Agreed and Accepted  
on behalf of Hotel/Company

By: \_\_\_\_\_  
Name:  
Title:  
Date:

20. Addendum V: Addendum V shall be deleted in its entirety and the remaining addenda will be renumbered accordingly.

21. Addendum VII: The following shall be added to Addendum VII:

The parties agree to establish a study committee to explore digital tipping for Front Service and Housekeeping employees.

22. New Benefit Funds: The following funds shall be added as new articles to the IWA:

A. Labor Management Cooperation Trust Fund

1. Effective July 1, 2032, EMPLOYERS shall contribute the sum of sixteen dollars (\$16.00) per employee per month to the Labor Management Cooperation Trust Fund. Such sums shall not be subject to IWA Article 14(F).
2. Such Labor Management Cooperation Trust Fund shall have any common purpose legally permissible and other such lawful purposes as are manifestly in the mutual interest of the UNION and ASSOCIATION.
3. The parties may discuss diverting contributions from the Joint Industry Advancement Fund and in the event the parties mutually agree, they may allocate the payments to another fund or purpose.

B. Housing Fund

1. Effective July 1, 2027, EMPLOYERS shall contribute the sum of sixteen dollars (\$16.00) per employee per month to the Housing Fund. Effective July 1, 2032, EMPLOYERS shall contribute the sum of sixteen dollars (\$16.00), per employee per month to the Housing Fund. Such sum shall not be subject to IWA Article 14(F).
2. Such Housing Fund shall have the purpose of providing to workers covered by this Agreement, access to, or assistance in finding and paying for housing, including, but not limited to, acquisition by the Fund of property for the purpose of leasing same to workers covered by this Agreement at below market rates.
3. The parties may discuss diverting contributions from the housing fund and in the event the parties mutually agree, they may allocate the payments to another fund or purpose.

C. Child Care Fund

1. Effective July 1, 2029, EMPLOYERS shall contribute the sum of sixteen dollars (\$16.00) per employee per month to the Child Care Fund. Such sums shall not be subject to IWA Article 14(F).

2. Such Child Care Fund shall have the purpose of providing free or otherwise subsidizing child care to workers covered by this Agreement.
3. The parties may discuss diverting contributions from the Child Care Fund and in the event the parties mutually agree, they may allocate the payments to another fund or purpose.

23. New Articles: The following shall be added as new articles to the IWA:

- A. Dignity & Respect: The EMPLOYER, through its agents, managers, or supervisors, shall not abuse or harass any employee, verbally or otherwise, and shall at all times treat employees in a professional, courteous, respectful and dignified manner.
- B. No Unlawful Assignments: The EMPLOYER may not request that any bargaining unit employee perform or fail to perform any task or duty that would constitute a violation of any applicable law, statute or regulation. No employee may be disciplined as a result of refusing such directive.
- C. Privacy: The EMPLOYER shall respect the employees' right to privacy. The EMPLOYER may not divulge any data or information regarding an employee, including, but not limited to, his/her social security number, address, or phone number to any individual or entity other than the Union or the Funds, without the express written authorization of the employee or unless otherwise required by law or necessary to ensure compliance with the IWA.
- D. Employee ID: If requested by an employee, the EMPLOYER shall provide a photo identification card, identifying the individual as an employee of the EMPLOYER and listing, inter alia, the name, address, and date of birth of the employee.
- E. Union Orientation: New hires shall meet with a delegate or other representative designated by the Union within thirty (30) days of their start date for purposes of union orientation. Such meetings shall last up to one (1) hour and shall be considered work time.
- F. Voting Time: Employees shall be permitted up to four (4) hours of paid working time to vote in any local, state, and federal elections, including elections for office, primaries, ballot initiatives, referenda, and special elections. Such time shall be paid at the benefit day rate. Paid voting time is intended only for employees who vote on such day. Employees shall provide reasonable notice of their intent to use paid voting time. The EMPLOYER shall accommodate the employee's request to use such paid time at a specific time, unless it will cause undue disruption.

- G. Voter Registration: New employees shall be offered the opportunity to register to vote at the EMPLOYER during their orientation period. In addition, employees shall be afforded the opportunity to register to vote at the EMPLOYER any time thereafter during non-working hours. The EMPLOYER shall be responsible for submitting any non-electronically filed voter registration applications to applicable state or local authorities prior to the next voter registration deadline. The EMPLOYER shall not make or keep a copy of any completed voter registration application.
- H. Neutrality: The EMPLOYER agrees that the neutrality provisions in the final sentence of Paragraph 3 of Section 2 of Addendum IV shall apply to employees of an EMPLOYER covered by this Agreement (“Employees”) and are incorporated herein by reference. 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.
- I. Tips and Gratuities:
1. General: The EMPLOYER, its supervisors, managers and non-bargaining unit employees may not retain tips, gratuities or any payment or charge purporting to be a tip or gratuity, whether it be made via cash, credit card, or other payment application (“gratuities”) for an employee or any portion thereof. Nothing herein shall be interpreted to reduce the rights of bargaining unit employees to be paid gratuities in accordance with applicable law.
  2. À la carte and Room Service Gratuities Paid by Credit Cards: Provision shall be made for the payment of gratuities on credit cards. The EMPLOYER may not make any deductions from gratuities, including, but not limited to, credit card processing fees.
- J. Paystub Information: Within a reasonable period after the effective date of this Agreement, each paystub shall contain information showing the amount of regular wages, overtime, premium pay, extra pay, night shift differential pay, gratuities, and holiday, sick, vacation, personal, bereavement, and jury duty pay. Within a reasonable period of time following the effective date of this Agreement, each paystub shall also contain information showing the amount of earned vacation and sick/personal paid time off remaining.
- K. Parental Leave: Effective July 1, 2026 the EMPLOYER shall pay all bargaining unit employees who qualify for and take New York Paid Family Leave for

bonding with a child (“Paid Family Leave”) the difference between their weekly Paid Family Leave benefit and their regular weekly wage, double the weekly wage for tipped employees, in the form of weekly bridge payments for twelve (12) weeks concurrent with the period they receive a Paid Family Leave benefit.

- L. Breakages, Walkouts, and Shortages: Employees may not be charged or otherwise held financially responsible by the EMPLOYER for walkouts, breakages, shortages, or the like.
- M. Drug Testing: No post-probationary employee may be required to submit to a drug or similar test.
- N. No Background or Credit Checks: No post-probationary employee may be required to submit to a credit check or background check, except to verify licensing necessary for an employee’s position.
- O. Lie Detectors: No employee may be required to submit to a lie detector or similar test.

- 24. Requests for Information: Each party will withdraw any outstanding requests for information, with prejudice.
- 25. Ratification: This Agreement shall be subject to ratification by the Union.
- 26. Arbitration: Any and all disputes between the parties or regarding the interpretation or application of this Agreement shall be subject to the grievance and arbitration provisions of the IWA, as modified by this Agreement.

Dated: \_\_\_\_\_, 2026

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

HOTEL AND GAMING  
TRADES COUNCIL, AFL-CIO

By: \_\_\_\_\_  
Vijay Dandipani, President, ASSOCIATION

By: \_\_\_\_\_  
Richard Maroko, President, UNION

## Exhibit 1

AKA Central Park
AKA Sutton Place
AKA Times Square
Algonquin Hotel Times Square
Andaz 5th Ave
Bowery Hotel
Carlyle
Chatwal
Conrad Downtown
Courtyard Marriott at 5th Ave
Courtyard New York Manhattan/Chelsea
Courtyard NY Manhattan/ CUES
Courtyard Times Square South
Doubletree JFK
Dream Downtown
Dream Midtown
Edison Hotel
Evelyn Hotel
EVEN Hotel Brooklyn
EVEN Hotel Midtown East
EVEN Hotel Times Square South
Four Seasons New York Downtown
Gallivant Hotel
Garden Inn and Suites
Gild Hall
Graduate Roosevelt Island
Greenwich Hotel
Gregorian
Hilton Club New York
Hilton Garden Inn 42nd Street
Hilton Garden Inn Chelsea
Hotel at Fifth Avenue
Hyatt Centric Times Square
Hyatt Regency Times Square
Indigo Lower East Side

InterContinental Barclay
InterContinental Times Square
Iroquois Hotel
JW Marriott Essex House
Kimpton Ashbel
Kimpton Hotel Eventi
Kimpton Theta
Lexington Hotel
Loews Regency Hotel
Lowell Hotel
Ludlow Hotel
Luxury Collection Hotel
M Social Downtown
M Social Times Square
Manhattan Times Square
Maritime Hotel
Mark Hotel
Marlton Hotel
Marriott Brooklyn Bridge
Martinique
Michelangelo
Millennium Premier New York Times Square
New York Edition
New York Hilton Midtown
New York Manhattan Hotel (NYMA)
NH Collection New York Madison Avenue
Park Hyatt
Park South Hotel
Pierre
Pod 39 Hotel
Pod 51 Hotel
Pod Times Square
Renaissance Times Square
Renwick Hotel
Residence Inn Times Square
Residence Inn World Trade Center

Residences by Hilton Club
Ritz Carlton Central Park
Ritz Carlton Residences Battery Park
Roger Smith Hotel (Kimpton Club)
Romer Hell's Kitchen
ROW
Royalton Park Avenue
Sherry Netherland
Smyth Hotel
Spring Hill Suites NY Midtown Manhattan/5th Ave
St. Regis New York
The Manhattan Club
Time New York
Times Square Edition
Trump International Hotel & Tower
Truss Hotel Times Square
Tryp by Wyndham NYC
W New York - Times Square
W Union Square
Washington Square Hotel
Westin New York Grand Central
Westin NY Times Square
Yotel

The parties agree the percentages, on an industry-wide basis, attributable to wage increases, are as follows:

July 1, 2026:	5.87%
July 1, 2027:	5.55%
July 1, 2028:	5.25%
July 1, 2029:	5.29%
July 1, 2030:	5.03%
July 1, 2031:	5.06%
July 1, 2032:	4.81%
July 1, 2033:	4.59%

Richard Maroko  
President  
Hotel and Gaming Trades Council, AFL-CIO  
709 Eighth Avenue  
New York, NY 10036

RE: LS22183

Dear Rich:

Please acknowledge and confirm our understanding regarding the following, by signing below:

In the event that LS22183, requiring additional compensation where a hotel employee cleans more than a certain number of square feet absent a collective bargaining agreement, or a similar law or regulation regulating the square footage a hotel employee may clean is passed, the 2026 Industry-Wide Agreement is acknowledged to be a waiver of any such law or regulation in its entirety.

Sincerely,

Vijay Dandapani  
President and CEO  
Hotel Association of New York City

Agreed:

---

Richard Maroko  
President  
Hotel and Gaming Trades Council, AFL-CIO

Vijay Dandapani  
President and CEO  
Hotel Association of New York City  
34 East 51<sup>st</sup> Street, 8<sup>th</sup> Floor  
New York, NY 10022

RE: Joint Study Committee – Hotel Employee Workload

Dear Vijay:

Please acknowledge and confirm our understanding regarding the following, by signing below:

The parties agree, within one hundred and eighty (180) days of the effective date of the 2026 Industry-Wide Agreement (“IWA”), to convene a study committee, in accordance with the Study Committees set forth in Addendum VII(C) of the IWA, to investigate workload and the impact it has on the physical health of hotel workers, particularly during times of high occupancy and make recommendations to address same.

Sincerely,

Richard Maroko  
President  
Hotel and Gaming Trades Council, AFL-CIO

Agreed:

---

Vijay Dandapani  
President and CEO  
Hotel Association of New York City