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***CONFIDENTIAL ATTORNEY-CLIENT  
PRIVILEGED MEMORANDUM***

**DATE:** December 2, 2013

**TO:** Hotel Association of New York City, Inc.  
Labor Relations Members

**FROM:** Kane Kessler, P.C.  
Labor and Employment Law Department

**RE:** "Panic" Device Reminder

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By way of background, the requirement that Hotels install "panic" devices for "employees that enter occupied guest rooms" was negotiated as part of the 2012 Memorandum of Understanding between the Hotel Association, on behalf of its Bargaining Group Hotels, and the Hotel Trades Council which renewed and extended the Industry-Wide Agreement until midnight June 30, 2019. The 2012 MOU set a deadline for "panic" device compliance by July 1, 2013.

When two factors became apparent – that Hotels needed more time to comply and that it was counterproductive to allow the Union to "certify" devices given their lack of technological expertise and propensity to "leverage" issues with Hotels – the Association met with the Union and negotiated the following:

1. An extension of the deadline for compliance to December 31, 2013. This means that Hotels must have contracted with a vendor by that date to supply the devices in the near future.
2. Each Hotel's vendor must notify the Hotel in writing that its device and system will satisfy certain conditions which the Association and Union negotiated.

The extension of compliance and the agreed upon conditions were set forth in Memoranda dated September 30, 2013 and October 17, 2013, copies of which are attached for your reference. Hotels are urged to finalize their vendor selection and to contract with their vendor of choice before the end of the year.

If you have any questions, please do not hesitate to contact David R. Rothfeld, Judith A. Stoll, Niki J. Franzitta, Lois M. Traub, Alexander Soric or Robert Sacks.

cc: Joseph E. Spinnato  
Geoffrey A. Mills, Chairman

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***CONFIDENTIAL ATTORNEY-CLIENT  
PRIVILEGED MEMORANDUM***

**DATE:** September 30, 2013

**TO:** Hotel Association of New York City, Inc.  
Labor Relations Members  
General Managers, Controllers and Human Resource Directors

**FROM:** Kane Kessler, P.C.  
Labor and Employment Law Department

**RE:** IWA Article 70, "Panic" Devices

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As previously reported, due to concern that the Hotel Trades Council would insist upon inspecting each Hotel's "panic" device system and, given the likely inability of Business Agents to comprehend the technical aspects of the systems and the possibility that the Union would condition their approval of any system upon some unrelated issue affecting a Hotel, the Hotel Association engaged in discussions with the Hotel Trades Council to establish a set of protocols that vendors must adopt which would eliminate those concerns. After weeks of negotiation, we are pleased to report that we have reached an agreement on the protocols which will now allow Hotels to seek and contract with vendors.

All vendors must provide Hotels with written assurance of the following:

Subject to the parties' acknowledgment that "because of the varying sizes and physical layout of each hotel, different devices may be appropriate for different hotels," the devices to be provided to those employees as identified in Article 70(B) of the IWA will: (i) signal location only once the device has been activated by the employee; (ii) identify location within the guest room, subject to technological and building limitations; (iii) allow the employee to see or hear confirmation that the signal from the device has been transmitted; and (iv) allow the employee to know the device is connected. It is acknowledged that a site survey prior to installation will be conducted by the vendor to determine frequency density. Systems and devices will be routinely tested.

The Union reserves its right to verify compliance with the foregoing.

In recognition that it is unlikely that installation of "panic" devices of all Hotels covered by the IWA will occur before December 31, 2013, the Union has further agreed that, by that date, Hotels must have contracted for the installation of the system in the near future.

If you have any questions, do not hesitate to contact David R. Rothfeld, Judith A. Stoll, Niki J. Franzitta, Lois M. Traub, Alexander Soric or Robert L. Sacks.

cc: Joseph E. Spinnato, Esq.  
Geoffrey A. Mills, Chairman

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***CONFIDENTIAL ATTORNEY-CLIENT  
PRIVILEGED MEMORANDUM***

**DATE:** October 17, 2013

**TO:** Hotel Association of New York City, Inc.  
Labor Relations Members  
General Managers, Controllers and Human Resource Directors

**FROM:** Kane Kessler, P.C.  
Labor and Employment Law Department

**RE:** "Panic" Device Vendor Protocols

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Following our agreement with the Union on the protocols which vendors must provide written assurance of, the Association has consulted with some vendors. Those vendors, which we understand have given bids to several Hotels, have provided written assurance to Hotels on each of the protocols as follows:

- 1) Signal location only once the device has been activated by the employee;  
**Vendor's statement:** The device only reports location information once it has been activated by the employee and is in an active alarm state.
- 2) Identify location within the guest room, subject to technological and building limitations;  
**Vendor's statement:** When in alarm, the device will report its current location which can include Guest Rooms and Hallways.
- 3) Allow the employee to see or hear confirmation that the signal from the device has been transmitted;  
**Vendor's statement:** Our device utilizes an LED light on the tag to indicate an active and connected alarm. This light changes colors to indicate an alarm has been sent and acknowledged by a responder (allowing the employee to know that help is on the way).
- 4) Allow the employee to know the device is connected;  
**Vendor's statement:** Each device confirms network availability. If a failure is detected, this will be visually indicated on the tag by activating a bright red or amber light on the tag.

In addition, the vendor should provide written assurance of the following:

- 5) Conduct a site survey to determine frequency density;

**Vendor's statement:** We acknowledge that a site survey will be conducted prior to installation to determine frequency density.

- 6) Conduct routine testing of systems and devices.

**Vendor's statement:** We acknowledge that systems and devices will be routinely tested.

Hotels should also be mindful of Article 70's requirements, particularly of prompt assistance in response to a call from the device.

We expect that these assurances will be the norm, as vendors recognize that in order to compete in this market, they must accept these conditions. We recommend including the above language into your Hotel's actual contract with the vendor so that, in the event that the device provided does not actually comply with the above, the Hotel will have legal recourse against the vendor.

In addition, Hotels may choose to notify the Union of the selection of their vendor by letter to Peter Ward.

If you have any questions, do not hesitate to contact David R. Rothfeld, Judith A. Stoll, Niki J. Franzitta, Lois M. Traub, Alexander Soric or Robert L. Sacks.

cc: Joseph E. Spinnato, Esq.  
Geoffrey A. Mills, Chairman