

KANE KESSLER, P.C.
1350 Avenue of the Americas
New York, N.Y. 10019
(212) 541-6222
fax (212) 541-9799
Direct dial (212) 519-5154
drothfeld@kanekessler.com

ATTORNEY CLIENT PRIVILEGED
MEMORANDUM

DATE: September 13, 2013

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

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

RE: **Ratification of Porterage Settlement**

This is to advise that the tentative Porterage Settlement, which had already been approved by the HANYC Board of Directors, was ratified by the Union yesterday. As we previously explained, the following is a summary of the settlement:

1. Porterage fees: An additional 4% increase, effective January 1, 2014. (This changes porterage by an additional 5¢ for Doormen and an additional 10¢ for Bell Staff on this date.)
2. Wages: With the exception of Hotels not currently bound to the IWA whose Bellpersons and Doorpersons do not regularly receive porterage and are paid no less than the IWA Elevator Operator, Passenger rate of pay:
 - a. Bellpersons: An additional \$3.00 per hour over the term of the contract, as follows:

1/1/14	+ \$1.00
1/1/15	+ \$.50
1/1/16	+ \$.50
1/1/17	+ \$.50
1/1/18	+ \$.50
 - b. Doorpersons: An additional \$2.50 per hour over the term of the contract, as follows:

1/1/14	+ \$1.00
1/1/15	+ \$.50
1/1/16	+ \$.50

1/1/17 + \$.50

3. Paid Benefit Days: Will continue to be paid at existing IWA rates, without taking into account the increases provided for above.
4. The Union agrees to withdraw, with prejudice, the pending interest arbitration grievance, and all other pending grievances at Hotels regarding alleged violations of Article 50(A) of the IWA.
5. All Hotel practices as of July 1, 2013 regarding the definition of a “common arrival date and time and a common departure date” and the definition of a “group booking on a master account” shall be maintained and preserved as binding past practices and may not be challenged as violative of Articles 50(A)(2) or (3). The Union may only grieve violations of Hotels’ practices as of July 1, 2013, or if, in the highly unlikely situation, where it contends there is no practice.

Once the Memorandum of Understanding is signed by the parties, we will distribute a copy. We will also be distributing a revised Article 50 and a supplement to Schedule A, which will reflect the above changes.

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

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