

American Federation of Labor and Congress of Industrial Organizations



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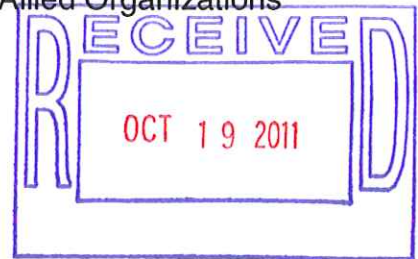
MEMORANDUM

TO: AFL-CIO Executive Council Members, Principle Officers of State Bodies, Principle Officers of Local Central Bodies, and Allied Organizations

FROM: Elizabeth H. Shuler *EHS*

DATE: October 13, 2011

RE: Updated List of AFL-CIO Endorsed Boycotts



Attached is the current list of AFL-CIO endorsed boycotts being conducted by affiliated unions, including changes made since my last notice to you in August. Changes made to the list include removal of the Manchester Grand Hyatt in San Diego.

Please note that on June 15, at the request of AFSCME, the law firm of Gleason, Dunn, Walsh and O'Shea, of Albany, New York, was added as a result of being found in violation of the AFL-CIO's May 2001 policy against law firm dual unionism. Per that policy, affiliates are urged to discontinue their relationships with the firm.

This list is updated as requests for endorsements are approved. The latest information and additional details can always be found on the Union Label and Service Trades website, www.unionlabel.org.

Many of the endorsed boycotts are hotel properties. When contracting with hotels for meetings and conferences, whether the hotel is on the boycott list or not, we encourage affiliates to seek protective language in your hotel contracts to protect your organization from financial loss should you need to move your event as a result of a labor dispute. Attached is suggested "Model Protective Language for Event Contracts" provided by UNITE HERE! as well as protective language developed by the AFL-CIO. The UNITE HERE! document can also be found on UNITE HERE!'s hotel guide website www.hotelworkersrising.org.

Memo to AFL-CIO Executive Council Members, et al.
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I hope you find this information helpful in our ongoing efforts to show solidarity with our affiliates in their boycott campaigns. Please make it available to the appropriate people in your organization so you will be in the best position to provide support for these boycotts.

EHS/KB/jp
Attachments

cc: Lynn Rhinehart
Rich Kline

OPEIU#2,afl-cio



AFL-CIO Endorsed Boycotts, October 2011

Date approved	Union	Employer	City	State
2/17/11	UNITE HERE	Hyatt Regency Century Plaza	Los Angeles	CA
2/17/11	UNITE HERE	Hyatt Andaz Hotel West Hollywood	West Hollywood	CA
7/29/10	UNITE HERE	Sheraton Anchorage	Anchorage	AK
7/29/10	UNITE HERE	Congress Plaza	Chicago	IL
7/29/10	UNITE HERE	Wilshire Plaza	Los Angeles	CA
7/29/10	UNITE HERE	Anchorage Hilton	Anchorage	AK
7/29/10	UNITE HERE	Hilton Crystal City	Arlington	VA
7/29/10	UNITE HERE	Sheraton Baltimore	Baltimore	MD
7/29/10	UNITE HERE	Wyndham Suites Chicago	Chicago	IL
7/29/10	UNITE HERE	Westin Chicago Northwest	Chicago	IL
7/29/10	UNITE HERE	Hilton Sacramento Arden West	Sacramento	CA
7/29/10	UNITE HERE	Westin San Diego Emerald Plaza	San Diego	CA
7/29/10	UNITE HERE	Westin Washington DC	Washington	DC
7/29/10	UNITE HERE	Hilton Long Beach	Long Beach	CA
7/29/10	UNITE HERE	Le Meridien San Francisco	San Francisco	CA
7/29/10	UNITE HERE	Sheraton Crystal City	Arlington	VA
7/29/10	UNITE HERE	Grand Hyatt San Francisco	San Francisco	CA
7/29/10	UNITE HERE	Hyatt Regency Boston	Boston	MA
7/29/10	UNITE HERE	Hyatt Harborside Logan Airport	Boston	MA
7/29/10	UNITE HERE	Hyatt Regency Cambridge	Cambridge	MA
7/29/10	UNITE HERE	Hyatt Regency San Francisco	San Francisco	CA
7/29/10	UNITE HERE	Hyatt Fisherman's Wharf	San Francisco	CA
9/22/10	UNITE HERE	Hyatt Regency Chicago	Chicago	IL
9/15/10	UNITE HERE	Hyatt Regency O'Hare	Rosemont	IL
9/15/10	UNITE HERE	Park Hyatt Chicago	Chicago	IL
9/15/10	UNITE HERE	Embassy Suites Hotel Irvine	Irvine	CA
9/15/10	UNITE HERE	Hyatt Regency Long Beach	Long Beach	CA
9/15/10	UNITE HERE	Hyatt Regency of Indianapolis	Indianapolis	IN
10/15/10	IBEW	Sinclair Broadcasting		
11/19/10	CWA	Echostar/Dish Network		
3/7/11	UNITE HERE	Hyatt Regency Santa Clara	Santa Clara	CA
4/21/11	UNITE HERE	Hyatt Regency Sacramento	Sacramento	CA
11/25/09	ILWU	Pacific Beach Hotel	Waikiki Beach	HI
	BCTGM	R.J. Reynolds Tobacco Company	See www.unionlabel.org for listing of brands	
6/15/11	AFSCME	Gleason, Dunn, Walsh and O'Shea (law firm)	Albany	NY



Model Protective Language for Event Contracts

Excused non-performance language and how it can protect your organization

Most excused non-performance and force majeure clauses protect organizations from so-called "acts of God." However, many such clauses address other extraordinary events such as labor disputes, and an increasing number of these clauses include language that indemnifies organizations for meeting cancellations which are caused by labor disputes. Such language has been successfully used by many organizations for this purpose.

More and more meeting planners recognize that they need to protect themselves and their organizations from the potentially negative effects of labor disputes in this manner, and leading industry resources have begun to reflect some of those concerns. In the 2/1/04 issue of *Religious Conference Manager*, a report entitled "Negotiating and Contracts" specifically mentions unions in the section on negotiating contracts' cancellation clauses.

With the right language, you should be able to cancel your meeting contract without penalty in the event of a labor dispute.

The following clause can help protect the group in case of labor dispute:

. **EXCUSED NON-PERFORMANCE DUE TO LABOR DISPUTE.** Notwithstanding anything in this Agreement to the contrary, if performance hereunder would foreseeably involve [Group] in or subject it to the effects of a boycott, strike, lockout, picketing or other labor dispute and [Group] therefore withholds, delays or cancels performance, it shall have no liability there from, provided that [Group] may not withhold, delay or cancel performance based upon a labor dispute involving its own employees. In the event of a cancellation under this Section, neither [Group] nor its members shall have any future obligation under this Agreement, and any deposits or other payments made to the Hotel by [Group] or its members to reserve rooms or other space for use, and/or for services to be provided, shall promptly be refunded to [Group] or its members. This Section shall supersede all other provisions of this Agreement and shall be construed and enforced in accordance with the laws of the State of [Group's home state here].

In addition to the above, it would be helpful for the hotel to be required to disclose to the group any labor disputes, according to the following clause:

. **NOTIFICATION OF LABOR DISPUTE.** The Hotel agrees to notify [your Group] in writing within ten (10) days after it becomes aware of any labor relations dispute involving the Hotel and its employees including, but not limited to, union picketing, the filing of an Unfair Labor Practice charge by a union, the expiration of a negotiated labor contract, an existing or impending strike or lockout or any other matter which could reasonably be construed as a labor-management relations dispute.

UNITEHERE!





American Federation of Labor and Congress of Industrial Organizations (AFL-CIO)

CONTRACT ADDENDUM

The parties to the Contract agree that the provisions below supersede any language in the Contract which addresses the same subject, unless this Addendum is modified by agreement of the Parties.

- 1. Penalties or Liabilities for Cancellation of the Contract.** The phrase "without penalty or liability" wherever used in this Addendum shall be deemed to require a refund by the Hotel of all deposits and prepayments that have been made by AFL-CIO. Said refund will occur within thirty (30) days of the notice of termination and no assessment of a cancellation fee or other penalty by the Hotel.

If the AFL-CIO postpones or cancels the meeting, the Hotel shall use good faith efforts to resell the rooms and the AFL-CIO shall be obligated to pay the Hotel only for those rooms that remain unsold. In such event, the Hotel agrees that if the AFL-CIO rebooks the meeting within one year from the date of cancellation, the Hotel shall apply seventy-five percent (75%) of the AFL-CIO' payment to the fee for the rebooked meeting.

There shall be no right of cancellation by the Hotel for the purpose of allowing another group to use the space or for any other purpose. If the Hotel cancels, the Hotel shall pay to AFL-CIO as liquidated damages and not a penalty, all expenses incurred in the relocation of the meeting. This shall include but not be limited to the AFL-CIO's staff time, research, site visits, airfare, the cost of communicating the change of venue, the difference in guestroom rates and any other costs incurred by the AFL-CIO in the relocation of the conference.

- 2. Force Majeure.** Notwithstanding any express or implied language in the Contract to contrary, the performance of this agreement by either party is subject to the occurrence of acts of God, war, government regulation, terrorism, disasters, strikes, labor disputes, civil disorder, curtailment of transportation facilities, or other emergencies making it inadvisable or impossible for the AFL-CIO to hold this event at the Hotel. Further, the AFL-CIO shall have the option of canceling this agreement without penalty or liability should any of the following occur:

- The Hotel ceases to be a facility whose workers are represented by a labor union;
- A picket line is established by a labor union;
- A boycott of the Hotel has been established by a labor union;
- The Hotel uses labor not represented by a labor union when union-represented labor is available, without the express advance permission of the AFL-CIO.

- There is a change in the Hotel's franchise affiliation or the Hotel is put under different management, regardless of whether such management change is reflected in its name;
 - There is a voluntary or involuntary bankruptcy proceeding filed with respect to the Hotel or, as reasonably determined in the sole judgment of the AFL-CIO, the Hotel is suffering financial instability or monetary difficulties likely to result in the degradation of meeting-related services; or
 - If, at any time during the specified meeting dates or the 45-day period before the beginning of the meetings, the Hotel fails to be in full compliance with all applicable food service, fire, health, building, and other safety codes and laws.
- 3. Certification of Availability and Fitness of Space.** The Hotel warrants that it is not aware of any construction or remodeling of Hotel to be performed in the Hotel immediately prior to or during the meeting dates, but the Hotel further warrants that should such construction or remodeling occur, it shall not interfere in any way with AFL-CIO's use of the Hotel. Should construction or remodeling be determined in the reasonable judgment of AFL-CIO to interfere with AFL-CIO's meeting, AFL-CIO will be considered to have cause to terminate this contract without penalty or liability. Should AFL-CIO decide to terminate the Agreement, it will provide written notice to the Hotel within thirty (30) days of AFL-CIO's actual notice of the unacceptable construction or remodeling. If AFL-CIO decides to not terminate the Agreement but the construction or remodeling interferes with the AFL-CIO's use of the Hotel, the Hotel and the AFL-CIO agree that the AFL-CIO is entitled to reasonable compensation for said interference.
- 4. Surcharges.** Neither the AFL-CIO nor the meeting attendees will be responsible for surcharges or service fees not included in the Contract without the consent of the AFL-CIO or the attendees.
- 5. Indemnification and Hold Harmless.** Hotel and AFL-CIO each agree to indemnify and hold harmless the other party for any claim, lawsuits, losses, costs and legal fees which may be asserted by or is due to third parties, arising out of the performance of either party's obligations under this Contract and Addendum, unless the harm to the third party is the result of the willful misconduct or gross negligence of the other party. There are no other rights to indemnification other than those stated in this paragraph 5.
- 6. Changes, Additions, Stipulations or Lining Out.** Any changes, additions, stipulations or deletions including corrective lining out in the Contract or this Addendum by either Hotel or AFL-CIO will not be considered agreed to or binding unless such modifications have been initialed or otherwise approved in writing by the other party.

By: _____
Hotel Representative

By: _____
AFL-CIO Representative

Date: _____

Date: _____

