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#### **Contract Database Metadata Elements**

Title: **New York Convention Center Operating Corporation and Communication Workers of America (CWA), Local 1180 (1997)**

Employer Name: **New York Convention Center Operating Corporation**

Union: **Communication Workers of America (CWA)**

Local: **1180**

Effective Date: **04/01/97**

Expiration Date: **03/31/01**

PERB ID Number: **8523**

Unit Size: **7**

Number of Pages: **17**

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New York Convention Center  
Operating Corp And Cwa Local 1180  
(Cleaning/Setup Supvs)

OFFICE OF THE CLERK

**THIS AGREEMENT**, made and entered into this 14<sup>th</sup> day of May 1997 and effective as of April 1, 1997 between the **NEW YORK CONVENTION CENTER OPERATING CORPORATION ("JAVITS CENTER" OR "THE EMPLOYER")** and **LOCAL 1180, COMMUNICATIONS WORKERS OF AMERICA, ("THE UNION")**.

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**ARTICLE I.**

**Objectives**

To establish and maintain wages, hours and working conditions for the work covered by this Agreement; to prevent strikes and lockouts; to insure the peaceable adjustment and settlement of grievances; to provide for labor peace and the adjustment of jurisdictional disputes; to provide sufficient forces readily available to meet the needs of the Employer; to keep the New York Trade Show Industry ("the Industry") competitive while providing fair wages and terms and conditions of employment.

**ARTICLE II.**

**Trade Jurisdiction**

As used in this Agreement, the word "employee" shall mean Cleaning Supervisor (F/T or P/T), or Set-Up Supervisor (F/T or P/T) and is understood to include only those individuals employed at the Javits Center involved in the direct supervision of Cleaners and Set-Up personnel.

### **ARTICLE III.**

#### **Union Recognition**

**Section 1.** The Employer recognizes the Union as the exclusive bargaining representative for all the employees who perform the work referred to in **Article II** above.

**Section 2.** Any person representing the Union shall, after receiving the Employer's consent (which will not be unreasonably withheld), have the right to interview employees during business hours. Any Union Representative(s) permitted to interview employees during business hours shall comply with all general conditions of the job regarding passes, entrance to be used.

### **ARTICLE IV.**

#### **Union Security**

**Section 1.** All employees who are members of the Union at the time of signing of this Agreement shall continue membership in the Union as a condition of employment. All other employees must become members of the Union within thirty (30) days following the beginning of employment or the date of this Agreement, whichever is later, and must maintain their membership in good standing in the Union as a condition of continued employment. If the foregoing provisions for Union Security clauses are held to be legally invalid, this clause will automatically become modified to conform with prevailing law.

The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect, to discharge such person within five (5) days from the day of such notice. Further, the failure of any person to maintain his/her Union membership in good standing, as required herein, shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person within five (5) days from the date of such notice.

The Union shall indemnify and hold harmless the Employer against and from any and all actions, claims, demands, losses or expenses, including reasonable attorney fees, which may result from action taken by the Employer at the request of the Union under the terms of this Section.

**Section 2.** Neither the Union or its representatives shall discriminate against any employee. Verification of Union membership and maintenance of dues shall be the responsibility of the Union. Proof of current dues payment shall be in the form issued by the Union.

## **ARTICLE V.**

### **Management's Rights**

The Employer has the sole and unfettered right to manage every aspect of the operation of the Javits Center, except to the extent limited by a specific provision of this Agreement. Such rights include, but are not limited to, (1) determination of qualifications of all employees referred for employment at the Javits Center; (2) the right to refuse to employ any individual, in the Employer's absolute and sole discretion; (3) the right to require employees to participate in and successfully complete any training program(s) that the Employer determines may be necessary; (4) determination of the appropriate crew size needed to perform services at the Javits Center (and the right to vary crew size as conditions warrant); (5) the right to establish and change work rules which, upon discussion with the Union shall become binding as if part of this Agreement; and, (6) the right to terminate employees for violation of duly promulgated work rules. The foregoing enumeration is for illustrative purposes only, and is not intended to in any way limit the Employer's ability to exercise every right of management not limited by an express provision of this agreement.

## **ARTICLE VI.**

### **Hiring**

**Section 1.** The Employer may hire employees from any available source. The Employer will notify the Union of the names and dates of hire of any new employee hired from any source other than the Union within seven (7) calendar days of date of hire.

**Section 2.** All employees covered by this Agreement shall be considered probationary until they have worked sixty (60) days from the date of their initial employment by the Employer. The Employer may extend the probationary period of any probationary employee for an additional period of up to thirty (30) days.

**Section 3.** The Employer may discharge any probationary employee at any time, with or without cause, and such discharge shall not be subject to the Grievance and Arbitration provisions of this Agreement.

**Section 4.** Should the Employer decide to lay off employees, probationary employees shall be the first laid off, without regard for their length of employment. Non-probationary P/T employees shall be the next laid off, based upon their skill, knowledge, attendance, attitude and ability to perform available work. If, in the Employer's judgment, two employees are of relative equal skill, knowledge, ability, etc., then seniority shall prevail.

## **ARTICLE VII.**

### **Seniority, Layoffs and Recall**

**Section 1.** Seniority shall prevail in situations involving layoff and recall to the extent provided in **Article VI, Section 4.** Disputes regarding layoff and recall, for all non-probationary employees, shall be subject to the Grievance and Arbitration procedure under this Agreement.

**Section 2.** There shall be only one Seniority List governing the work covered by this Agreement. An employee's position on the List shall be determined by initial date of hire and shall be listed by classification of employment; i.e., part-time and full-time.

**Section 3.** An employee's position on the Seniority List shall be maintained unchanged during the life of this Agreement as long as the employee remains in continuous service to the Employer. The following events shall constitute a break in continuous service:

(1) Quit - provided that if the employee is rehired within fifteen (15) consecutive working days, the break in continuous service shall be removed. Absence for five (5) consecutive working days without notice to the employer shall constitute a quit.

(2) Discharge for just cause.

(3) Absence due to a layoff or disability for more than six (6) months.

**Section 4.** In the event that layoffs are required due to economic conditions, the Employer will provide at least fifteen (15) days' notice to the Union. Employees who are separated from employment by the Employer for other than 'just cause' dismissal shall be entitled to severance pay of one (1) week's salary for each year of service.

## **ARTICLE VIII.**

### **Geographical Jurisdiction**

This Agreement shall cover only work performed at the Javits Center.

## **ARTICLE IX.**

### **Hours - Holidays - Overtime**

**Section 1.** The Employer may establish as many shifts as it deems necessary seven (7) days per week to carry out its operation. Each shift shall consist of eight (8) hours plus a thirty (30) minute unpaid meal break. Starting times shall be determined by the Employer and the work day shall be continuous.

a) Regular F/T employees shall be scheduled for five (5) consecutive days, with two (2) days off per week.

b) P/T employees shall be those individuals who are not regularly scheduled for five (5) days per week.

**Section 2.** Employees shall be allowed appropriate meal periods and breaks. In order to minimize non-productive time and disruptions in work, the Employer may coordinate among unions working at the Javits Center the times at which meal periods and breaks may be taken.

**Section 3.** Time-and-one-half shall be paid for all time worked beyond eight (8) hours per day or forty (40) hours per week. No employee shall be permitted to work overtime unless such overtime has been approved by the employee's supervisor.

**Section 4.** The legal holidays referred to herein are divided into two classes as follows:

- **Class 1 Holidays** - New Year's Day, Memorial Day, July 4th, Labor Day  
Thanksgiving Day and Christmas Day
- **Class 2 Holidays** - Martin Luther King Day, Lincoln's Birthday,  
President's Day, Columbus Day, Election Day  
and Veteran's Day

The foregoing holidays shall be observed on the day and date established for the State of New York. Regular employees shall be paid straight time for a legal holiday on which they have not worked. An employee scheduled to work a holiday and who fails to work said holiday for any reason shall not be eligible for holiday pay.

Employees who work Class 1 holidays shall be paid time and one-half (1-1/2) for all hours worked in addition to the holiday pay.

Employees who work Class 2 holidays shall be paid straight time for all hours worked in addition to the holiday pay.

**Section 5.** When a holiday, as set forth in **Section 4**, falls on an employee's regular day off, he/she shall receive eight (8) hours of holiday pay in addition to his/her regular pay.

**Section 6.** A work schedule shall be posted for each employee showing his daily starting hours and any change of the schedule shall not be effectuated without two (2) weeks' prior notice being given by posting the new schedule two (2) weeks prior to the effective date of any such change. Schedules shall be set such that there shall be a minimum of ten (10) hours off between scheduled shifts.

## **ARTICLE X.**

### **Wages**

**Section 1.** The Employer agrees that it will hire all employees covered by this Agreement for wages and hours not less than those specified herein.

**Section 2.** Employees covered by this Agreement shall be given one (1) hour's notice before being discharged or laid off. This does not apply to any temporary suspension of work during any pay week for reasons beyond the control of Employer. All employees, at the termination of their employment, shall receive the New York State Record of Employment Form 1-A as soon as possible after their dismissal.

**Section 3.** This Agreement is based on the principle that the Employer is entitled to a day's work for a day's pay.

**Section 4.** The wage rate for all employees shall be as follows:

4/1/97	\$18.00/hr.
4/1/98	\$18.75/hr.
4/1/99	\$19.50/hr.
4/1/00	\$20.25/hr.

A shift differential of \$0.75 per hour shall be paid for all hours worked on a shift where the majority of the hours worked are between midnight and 8:00 am.

**Section 5.** There shall be no lost time in wages to any employee on a day of injury when immediate medical attention is required to said employee, while working on the Employer's job, provided the employee submits a note from the doctor or clinic, stating that the employee cannot work that day.

## **ARTICLE XI.**

### **Health Benefits - Welfare Plan and Pension**

**Section 1. Health Benefits:** The Employer shall provide, without cost to each regular F/T employee, the New York State Health and Hospitalization Plan known as the Basic Empire Plan.



**Section 2. Welfare Plan:** The Employer shall pay for each regular F/T employee covered by this Agreement a per annum payment to the CWA Local 1180 Security Benefits Fund in accordance with the following schedule:

4/1/97 to 3/31/98	\$1,125
4/1/98 to 3/31/99	\$1,200
4/1/99 to 3/31/00	\$1,275
4/1/00 to 3/31/01	\$1,350

**Section 3.** Each employee covered by this Agreement shall be eligible to participate in the New York State Employees' Retirement System.

## **ARTICLE XII.**

### **Sickness Benefits - Vacation - Jury Duty - Bereavement**

**Section 1. Sickness Benefits:** Any regular, full-time employee with at least one (1) year of service (as defined below) with the Employer shall receive in a calendar year from the Employer thirteen (13) paid sick days per year. Employees shall accrue sick leave at the rate of one-half (1/2) day per pay period. There shall be no accrual during the probationary period.

a) The employee shall receive the above sick pay whether or not such illness is covered by the New York State Disability Benefits Law or the New York State Workers' Compensation Act. However, there shall be no pyramiding or duplication of Disability Benefits and/or Workers' Compensation Benefits with sick pay.

b) Any employee entitled to sickness benefits shall be allowed five (5) single days of paid sick pay per year but shall not be paid for any remaining sick days that are taken as single days unless a notice of illness from the treating doctor is provided.

c) Any employee absent from duty due to illness only on the scheduled work day immediately before or only on the scheduled work day immediately after a holiday, or only on both such days, shall not be eligible for sick pay for said absent workday or workdays unless a doctor's letter is supplied stating the nature and duration of illness.

d) Employees who have continued employment to the end of the calendar year and have unused sickness benefits shall be paid in the succeeding January a day's pay for each such unused day, not to exceed thirteen (13) days' pay. Payment shall be based on the wages effective in the immediately preceding December. An employee who voluntarily leaves his/her position must provide at least one (1) week's notice to qualify for payment of accrued sick leave for the current calendar year.

**Section 2. Vacations:** Every regular F/T employee shall receive each year a vacation with pay as follows:

<u>Length of Service</u>	<u>Vacation Benefit</u>
First 3 years	10 days
4th through 7th year	15 days
8th year and on	20 days

Length of employment for vacation shall be computed on the basis of the employee's seniority date.

Only actual working days shall count as part of the allowed vacation, and regular days off and holidays falling during the vacation period shall not be counted.

If a holiday falls within the employee's vacation period, the employee shall receive an extra day off within his/her vacation period.

Vacation wages will be paid prior to the vacation period, unless otherwise requested by the employee.

Employees are entitled to actual vacations and no employee shall be required to accept money in lieu of his/her vacation.

Choice of vacation periods shall be according to seniority, so far as compatible with the proper operation of the building. Seniority choice shall be only for the period over sixty (60) days from request. Request for vacation time made with less than sixty (60) days' notice shall be on the basis in which requests are received.

An employee who voluntarily leaves his/her position must provide at least one (1) week's notice to qualify for payment of accrued leave.

**Section 3. Jury Duty:** Employees required to serve on a jury shall be paid the difference between the amount they receive for such service and their normal weekly earnings.

**Section 4. Bereavement:** Full-time employees shall be eligible to receive four (4) days off with pay for the death of an immediate family member. Immediate family member is described as spouse, parents, step-parents, grandparents, brothers, sisters, children and grandchildren.

Request for bereavement leave should be made as soon as possible to the employee's Supervisor. The Employer reserves the right to request verification of familial relationship of the deceased and proof of attendance at the funeral as a condition of payment for the time taken.

## **ARTICLE XIII**

### **Discipline - Grievance - Arbitration**

#### **A. Discipline**

The Employer may discipline employees, up to and including discharge, for just cause. In all cases involving the discharge or suspension of an employee, the Employer must notify the employee in writing of his/her discharge or suspension and the reason therefor. In cases involving discharge, the Employer must give the Union forty-eight (48) hours' notice of the discharge, except that no warning notice need be given to the Union before an employee is discharged if the cause of such discharge is for dishonesty, theft, gross insubordination, fighting, reporting to work under the influence of drugs or alcohol, accepting a tip or gratuity, recklessness or intentional conduct resulting in injury to a person or serious property damage or the employee has previously received two (2) written warnings regarding similar conduct. In all other cases, the Employer may suspend the employee without pay, pending the required notification of discharge.

## **B. Grievance and Arbitration**

**Section 1.** For the purpose of this Agreement, the term "grievance" shall mean a dispute which arises after the effective date and prior to the expiration date of this Agreement concerning the meaning and application of the express written provisions of this Agreement.

**Section 2.** A grievance that is disposed of in accordance with the following procedure shall be considered waived and/or settled and such waiver and/or settlement shall be final and binding upon the Union and its members, the employee or employees involved, and the Employer.

**Step 1:** An aggrieved employee shall first attempt to resolve the issue with his/her immediate supervisor within five (5) working days from the date of the occurrence.

**Step 2:** If the matter is not settled in **Step 1**, the Union shall, within five (5) working days from the receipt of the Employer's response in **Step 1**, present the grievance to the Employer in writing, and the Shop Steward and the Employer's designated representative shall attempt to settle the grievance.

**Section 3.** Since it is important that a grievance be processed as expeditiously as possible, the number of days indicated at each level shall not be considered as merely procedural, but shall be deemed of the essence. Any grievance shall be considered settled if not appealed to the next step or to arbitration within the time limits set forth herein. However, the time limits specified may be extended by the written agreement of the parties.

**Section 4.** In the event the grievance is not settled, the Union may, within five (5) working days from date of receipt of the Employer's decision in **Step 2**, submit the grievance to arbitration by registered letter addressed to the Federal Mediation and Conciliation Service (FMCS) with a copy to the Employer. In the letter to the FMCS, the Union shall specify the issue it seeks to arbitrate and shall request the FMCS to furnish it and the Employer with identical lists of persons eligible to serve as arbitrators.

**Section 5.** Failure of the Union to submit the dispute to arbitration within five (5) working days of receipt of the Employer's decision in **Step 2** or to specify the issue to be arbitrated shall result in a waiver of the grievance.

**Section 6.** The parties may mutually designate the Arbitrator from the FMCS list. If the parties are unable to mutually designate the Arbitrator, then the selection shall be by the "strike-off" method from the FMCS list. The Union and the Employer shall alternate in striking names from the list until there remains one name.

**Section 7.** The Arbitrator may consider and decide only the particular grievance presented to him or her in a written stipulation by the Employer and the Union, and his or her decision shall be based solely upon an interpretation of the provisions of this Agreement and the evidence presented at the hearing. The Arbitrator shall not have the right or authority to amend, take away, modify, add to, or change any of the provisions of this Agreement. The Arbitrator's decision shall be final and binding upon the parties, provided that it does not exceed the limitations contained herein.

**Section 8.** The cost of arbitration shall be borne equally by both parties. Each party shall pay any fees of its own representatives and witnesses for time lost, and the cost of the transcript where there is no mutual agreement to order it.

#### **ARTICLE XIV.**

##### **No Strike - No Lockout**

Neither the Union nor any of its representatives shall order or tolerate a strike, slowdown, "sick-out" or any other form of work stoppage, and the employees shall not engage in any strike or collectively leave work for any reason, including any jurisdictional dispute, nor shall the Employer lock out employees pending the adjustment of any existing disputes as provided for under this Agreement.

## **ARTICLE XV.**

### **Validity**

If any clause or part of this Agreement is found to be unconstitutional or illegal, or should any clause or part of this Agreement be found contrary to present or future laws, it shall not invalidate the other portions of this Agreement, it being the sole intent and purpose of this Agreement to promote peace and harmony in the Industry as permitted by law.

## **ARTICLE XVI.**

### **Past Practices**

The Employer shall adhere to the express terms of this Agreement, but shall not be bound by any written or unwritten past practices established by it or any other employer or Union at the Javits Center or any other place of employment.

## **ARTICLE XVII.**

### **Shop Steward**

There shall be one (1) Shop Steward who will be appointed by the Union or its Representatives to attend to the interest of the Union and to make certain that the provisions of the Agreement are adhered to by the Employer and the employees. The Shop Steward shall be permitted reasonable time for the performance of such duty, including but not limited to investigating, presenting and processing grievances under this Agreement, which shall not unreasonably interfere with his/her duties as a Supervisor at the Javits Center.

## **ARTICLE XVIII.**

### **Dues Check-Off**

**Section 1.** The Employer shall furnish the Union, on a monthly basis, an alphabetized list of all employees indicating hours worked and total payroll.

**Section 2.** The Employer agrees to deduct from each employee covered by this Agreement the applicable amount for Union dues as determined by the Union. The Union shall furnish the required dues check-off form signed by the member employee to authorize such check-off. The Employer shall forward payments to the Union within two (2) weeks of the end of the month for which the dues have been deducted.

**Section 3.** The Union shall indemnify and hold harmless the Employer against any and from any and all actions and claims which may result from action taken by the Employer at the request of the Union under the terms of this Section.

## **ARTICLE XIX.**

### **Miscellaneous Conditions**

**Section 1.** The amount or character of work demanded by the Employer shall not be restricted by the Union, its Representatives, Officers or members.

**Section 2.** The use of safety equipment and appliances furnished by the Employer is mandatory, and the failure to employ the use of such equipment and appliances, after due warning, is sufficient cause for dismissal. The Employer and the Union agree in all respects to comply with the requirements of the New York State Public Employees Safety and Health Act and all regulations issued pursuant thereto.

**Section 3.** The Employer, employees or the Agents of the Employer shall not accept or directly or indirectly give any rebate on wages, or give or accept gratuities or give anything of value or extend any favor to any person for the purposes of affecting any rate of wages.

**Section 4.** The Employer alone will control and regulate the distribution of paychecks. Paychecks shall be distributed bi-weekly at least one-half (1/2) hour prior to the end of the work day, on Wednesdays, for the preceding two weeks of work. The work week shall be Thursday through Wednesday.

**Section 5.** Employees shall be permitted to view the contents of their personnel files once every six (6) months. Employee must give reasonable time for response by Human Resources Department.

## **ARTICLE XX.**

### **Non-Discrimination**

**Section 1.** The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, or terms or conditions of employment on the basis of race, color, religion, sex, sexual orientation, national origin, disability, marital status or age.

**Section 2.** The Employer agrees that it will not discriminate against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

## **ARTICLE XXI.**

### **Automatic Renewal and Expiration Clause**

This Agreement shall be binding on the Employer and the Union, their successors and assigns. It shall continue in full force and effect until March 31, 2001 and shall be renewed automatically for one (1) year intervals thereafter unless written notice of an intent to terminate or modify this Agreement has been provided by either party no more than ninety (90) days nor less than sixty (60) days before the contract expiration.



## **ARTICLE XXII.**

### **Scope of Bargaining**

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the term of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

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**ARTICLE XXIII.**

**Effectuating Clause**

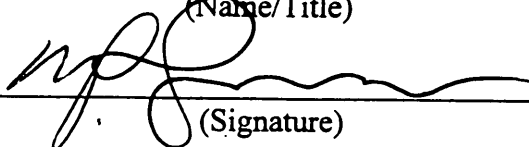
The parties hereto make and enter into this Agreement, in witness whereof, we, their duly authorized and empowered representatives, have hereunto set our hands and seal this 14<sup>th</sup> day of May, 1997.

For the Employer:

**THE NEW YORK CONVENTION CENTER OPERATING CORPORATION:**

By: Mitchell P. Greene VP FACILITIES  
(Name/Title)

Dated: 5/14/97

  
(Signature)

For the Union:

**LOCAL 1180 - COMMUNICATIONS WORKERS  
OF AMERICA**

By: WILLIAM F. HENNING JR. 2nd VP  
(Name/Title)

Dated: 5/14/97

William F. Henning Jr.  
(Signature)