



**Communications Workers of America  
AFL-CIO**

**And**

**Unite Here Local 54**

**Union Contract**

**October 1, 2012 – September 30, 2013**

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# COLLECTIVE BARGAINING AGREEMENT

## ARTICLE 1 - PARTIES, PURPOSE, CONSIDERATIONS

**1.1** THIS AGREEMENT is entered into as of the 1<sup>st</sup> Day of October, 2008 between Communications Workers of America (hereinafter referred to as the "Union") and UNITE HERE Local 54 (hereinafter referred to as the "Employer").

**1.2** WHEREAS, the parties hereto desire to establish the standards and hours of labor, rates of pay, and other conditions under which the employees classified herein shall work for the Employer during the life of this agreement and thereby promote a relationship between the parties providing for more harmonious cooperation and mutual benefit and to ensure the peaceful, speedy and orderly adjustments of differences that may arise from time to time between the Employer and its employees without resort to strikes, lockouts, boycotts, slowdowns, leafleting or demonstrations designed to interfere with the operations of the Union or other economic interferences. Notwithstanding the language above, employees may engage in leafleting the offices of Local 54 in the event that the Employer refuses to implement the award of a binding arbitration.

**1.3** NOW, THEREFORE, in consideration of the performance in good faith by both parties, individually and collectively, of the terms and conditions of this Agreement, and intending to be legally bound thereby, the parties agree to and with each other as follows:

## ARTICLE 2 - RECOGNITION OF RIGHTS

2.1 Union Recognition: The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full and part-time Non-Professional support staff of UNITE HERE Local 54 offices.

## ARTICLE 3 - MANAGEMENT PREROGATIVES

3.1 It is recognized that in addition to other functions and responsibilities which are not otherwise specifically mentioned in this paragraph, the Employer has and will retain the sole right and responsibility to direct the operations of the Employer, and in this connection to determine the number of employees; the types of work to be performed; the shift schedules and hours of work; to select and hire employees; and to make and apply rules and regulations for discipline, efficiency and safety. The Employer shall also have the right and responsibility to demote, discharge or otherwise discipline any employee for just cause, to layoff because of lack of work or other cause, and to transfer and promote employees, unless otherwise hereinafter provided. It is understood by the parties that the Union does not waive its right to arbitrate disputes and that the above language does not relieve the employer's burden to prove just cause with regard to employee discipline.

#### **ARTICLE 4 - NO DISCRIMINATION**

**4.1** The Employer agrees not to discharge or discriminate in any way against any employees for Union activities or Union membership, or because of age, sex, sexual preference, marital status, race, religion, national origin, physical or mental disability (where reasonable accommodation may be made to allow for such disability as covered under the Americans with Disabilities Act, political affiliation, or liability for service in the Armed Forces of the United States.

**4.2** It is the Employers policy to prohibit the harassment of employees by other employees, supervisors, members of management, vendors or members of Local 54.

**4.3** The working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled.

#### **ARTICLE 5 - MAINTENANCE OF STANDARDS**

**5.1** Except as abridged by the CBA, the Employer agrees that all conditions of employment herein relating to wages, hours of work, overtime differentials, bonuses, fringe benefits, and general working conditions shall be maintained, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in the Agreement.

5.2 The Employer agrees not to enter into any other agreement or contract, written or oral, with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this agreement.

#### ARTICLE 6 - UNION SECURITY

6.1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members, and those who are not members of the effective date of this Agreement shall, on the thirtieth (30) day following the date of signing this Agreement, or its effective date, whichever is later, shall become and remain members of the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date of signing or its effective date, whichever is later, shall, on the thirtieth (30) day following such date, become members of the Union.

6.2 In the event of any change in the law during the term of this agreement the Employer agrees that the Union will be entitled to receive the maximum union security which may be lawfully permissible.

## ARTICLE 7 - DUES CHECKOFF

7.1 It is understood and agreed between the Employer and the Union that the Employer will deduct any back unpaid Union dues and Initiation fees owed the Union (provided such indebtedness for dues or initiation fees was incurred during employment with the Employer) as well as current monthly dues and initiation fees, from the paycheck of all employees who have signed proper legal authorization for such deductions and who are covered by the agreement, on the last pay day of the month preceding the current month for which current union dues and initiation fees are due the Union. Such deductions shall begin as soon as possible after receipt of the authorization card by the employer in accordance with the employer's normal payroll procedures. The Employer further agrees to remit to the Secretary-Treasurer of the Union, immediately after the check-off payday, all Union dues and Initiation fees so deducted from the paychecks of employees covered by this Agreement.

7.2 The Employer agrees to remit such deductions to the Union prior to the 10th day of the month following the month for which such deduction is made together with a list of employees from whose pay such deduction were made. Remittance shall be sent to the Union c/o Secretary/Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street NW, Washington, DC 20001-2797.

7.3 The Employer agrees to forward to the Union on a quarterly basis a report containing the following information: employee's name, home address, job title, and hourly rate, beginning the 30<sup>th</sup> day after the execution of this Agreement.

## ARTICLE 8 - UNION RIGHTS

**8.1** Visitation: The Unions Representative(s) shall be admitted to the Employers premises for Union business. Requests for such visits shall be directed to the Secretary/Treasurer's office upon arrival. The Representative shall have the opportunity to meet with the employees in the unit provided that meetings shall not be conducted in such a way as to interfere with the normal operation of the employer.

**8.2** Bulletin Boards: The Union will have access to bulletin boards in work area where unit employees are employed. The Union may post notices of union activities and information pertinent to it's members.

**8.3** Union Leave: Members of this bargaining unit may use up to a total of 15 unpaid days for union business each contract year. Use of Union days must pertain to the employees represented by this contract for union training or union conferences and conventions. The request for Union Leave must be made in writing two (2) weeks prior to the requested dates. The Employer may deny the request based on business needs; however, the request will not be unreasonably denied.



## ARTICLE 9 - STEWARDS

**9.1** The Employer recognizes the right of the Union to designate a Shop Steward and an alternate. The authority of Shop Steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

(A) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;

(B) The collection of Dues when authorized by appropriate Union action; and

(C) The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information, have been reduced to writing, or if not reduced to writing, are of a routine nature and do not involve work stoppages, slow down, refusal to handle goods, or any other interference with the Employer's business.

(D) The Shop Steward shall serve as a liaison between management and Union Members in an attempt to resolve any issues relevant to this Agreement.

**9.2** Shop Steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union, and notified in writing to the Employer.

**9.3** The Employer recognizes these limitations upon the authority of Shop Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slow down or work stoppage in violation of the agreement.

## ARTICLE 10 - HIRING EMPLOYEES

10.1 All current and new employees will be given a copy of this agreement.

10.2 All new employees shall be on probation for a period of 180 days.

10.3 On the first day of each month, the Employer shall furnish the Union a written list of all new employees employed during the previous month, and those retained during the said month after the probationary period.

10.4 Temporary positions will not be used for more than 180 calendar days. In the event that Local 54 retains any temporary employee for more than 180 calendar days, that employee will become full-time. Upon becoming full time, such employee will be subject to the probationary period described in 10.2.

## ARTICLE 11 - PROMOTIONS

**11.1** To provide promotional opportunities for staff within Local 54 notice of any existing or planned job vacancies shall be posted for not less than 10 working days. A copy of each notice will be forwarded to the Union.

**11.2** Current employees will be given first preference for all vacancies. Seniority will be a factor utilized if there is a position for which more than one employee is being considered. The employee will receive the proper training for the new position. If after 30 (thirty) working days it is determined that the employee cannot perform the job in question the employer will provide the Union with a written explanation of its decision to remove the employee from the job. The employee shall be returned to his/her former position and will retain their seniority, wage and benefits in his/her former position, provided the employee possesses the seniority for such placement.

**11.3** Employees will be promoted from one clerical level to another based on skill and ability upon the opening of a position. In order to be promoted an employee must possess the necessary skills to enable them to complete the job duties. If more than one qualified employee applies for a position, seniority will be the determining factor.

**ARTICLE 12 - JOB CLASSIFICATION/JOB DUTIES/SUPERVISION**

**12.1** All employees will work within his/her own applicable job classification in accordance with his/her job description.

**12.2** Should an employee be assigned to perform work in a job classification with a higher rate of pay, that employee will receive that higher rate of pay. Conversely, in the event an employee changes classifications with a lower rate of pay, that employee will receive the rate of pay for that classification commensurate with their time with Local 54. In no event will an employee's rate be reduced by more than \$3.50 per hour.

**12.3** Should an employee's job duties and responsibilities increase, the employee may receive a higher rate of pay, which will be negotiated with the union within 15 days of the new assignment.

**12.** When employees change classification they shall retain seniority in the position from which they came for a trial period of fifteen (15) working days, which shall be the trial period, during which time said employee may be returned to, and will have the right to return to, their former position.

**12.5** Employees shall be supervised by and have work assigned by the President, Vice President, Financial Secretary/Treasurer or their designee.

### ARTICLE - 13 LAYOFF & RECALL

**13.1** If the Employer decides that layoffs are necessary to enhance efficiency or for strictly economic reasons, the following procedures shall be implemented. The Employer shall communicate its decision to the Union fourteen (14) days prior to implementation. The Union will have the opportunity to discuss suggestions so as to increase the efficiency of the affected position, including the redesign of the position, changes in job duties, enhanced use of technology and other means. Changes may be implemented on a time-limited and experimental basis by mutual agreement of the parties.

**13.2** If a position is eliminated due to technological changes, the Employer and Union will meet to endeavor to assist the employee in retraining and/or will assist the employee in seeking other employment.

**13.3** Voluntary layoffs will be considered by the parties if appropriate.

**13.4** Should it become necessary to layoff any employee covered by this agreement, the employee will be laid off inversely by house seniority.

**13.5** Any affected employee shall be able to exercise bumping rights provided that the employee has seniority rights and provided the employee can perform the job in question.

13.6 All employees covered by this agreement who are on layoff status shall be recalled before any outside person is hired on a full or part-time basis, for up to 6 months, after the layoff.

13.7 Notice of re-employment to an employee who has been laid off shall be made by certified mail to the last known address of such laid off employee.

13.8 An employee recalled and reinstated to a former position shall receive his/her former rate of pay in addition to any wage increases that were applied to his/her job classification during the period he/she was laid off.

13.9 The Employer agrees to pay full medical coverage for laid off employee for a period of 3 (three) months.

13.10 All current full time employees will remain full time employees for the duration of this Agreement, unless otherwise negotiated with the Union.

## ARTICLE 14- DISCIPLINE

**14.1** Except for just cause suspensions and terminations, discipline will be progressive consisting of a verbal warning, a written warning, suspension and termination. The Employer will provide, within seven (7) workdays of the Employer becoming aware of an infraction, the affected employee, the Shop Steward and the Union with a copy of all discipline issued. Just cause suspensions and termination shall be for dishonesty, incompetence, intoxication, sale or possession of unlawful controlled substances on premises, insubordination, overt discourteous conduct toward a co-worker, guest, supervisor, vendor or Local 54 member or other just cause. The Union does not, however, waive its right to arbitrate nor is this Section intended to affect the Employer's burden of proving just cause.

**14.2** The employee has the right to be represented at all interviews or discussions concerning discipline or where discipline may reasonably be expected to result.

**14.3** Employees may appeal discipline through the grievance procedure.

**14.4** Disciplinary action will be removed from the employee's file on a yearly basis based upon the date of the recorded infraction; however, the employer reserves the right to retain records. In the event that an employee is granted a leave of absence, the life of any active discipline will be extended by the length of time an employee is on such leave of absence.

14.5 Employees will be expected to sign and date discipline notices upon receipt. An employee's signature will not constitute an admission of guilt.

14.6 The Employer shall have the right to establish, amend and post rules governing and regulating the conduct of employees. Said rules shall not be inconsistent with the terms and provisions of this Agreement. Employee's failure to abide with said rules following their posting shall constitute grounds for disciplinary action. House rules shall be mailed to the Staff Representative assigned to the Employer fifteen (15) days before posting. If the Union feels that such rules are in violation of this Agreement, the Union shall grieve within the fifteen (15) day period through the grievance and arbitration process as outlined in this Agreement.



## ARTICLE 15 - GRIEVANCE PROCEDURE

**15.1** A grievance is a claimed breach, misinterpretation or improper application of the terms of this Agreement or any rule, regulation, existing policy, order, letter or memoranda or agreement, administrative decision, or law, which establishes the terms and conditions of employment.

**15.2** Any grievance or dispute will be handled in the manner provided by this Article. The Union Steward and/or affected employee will raise any grievance or dispute with the Employer's representative and attempt to reach a satisfactory solution. If the grievance is not amicably resolved, the Shop Steward and/or employee may file a formal grievance within ten (10) working days of the outcome of the Step 1 meeting.

**15.3** The Union or Employer will call to schedule a meeting within ten (10) working days of the receipt of a formal grievance. The Employer and Union will endeavor to schedule the grievance hearing within ten (10) working days of the request to schedule the hearing. The time period may be extended by mutual consent.

**15.4** If the Staff Representative of the Union and the Employer do not reach an agreement or adjustment satisfactory to the Union, the Union, may, in its discretion, submit the matter to a rotating panel of ten (10) arbitrators selected from a list agreed to by the parties. All disputes will be handled in a timely fashion. For the purpose of this section, timely fashion will be defined as within ten (10) working days of receipt of the Employer's decision for the grievance

hearing. The Union must notify the Employer within ten (10) working days of the Employer's decision, of the Union's decision to arbitrate the grievance.

**15.5** The fee of the arbitrator shall be borne equally by both parties.

**15.6** The recommendation of the arbitrator shall be made in writing within 30 days of the time that all hearings have been completed and the matter has been finally submitted for determination.

**15.7** The decision of the arbitrator shall be final and binding upon both parties.

**15.8** Failure to meet the time limits contained in this Article shall cause the grievance to be irrevocably resolved against the party missing the time limits, unless the parties mutually agree in writing to extend the time limits.

#### **ARTICLE 16 - PERSONAL INFORMATION**

**16.1** Upon request an employee shall have the opportunity to review and examine all documents in his/her personnel history file or in any supplementary file. The employer shall honor the request of employee through his/her Union Representative for copies of documents in the file. The employee through his/her Union Representative shall have the right to place in his/her file a written response to any memoranda or document which is derogatory or adverse to him/her. No document of anonymous origin shall be used against any employee.

**ARTICLE 17 - SENIORITY**

**17.1** Seniority (house seniority) shall be based on total continuous length of service. Seniority shall begin to accumulate on the first actual day of work.

**17.2** Continuous length of service is defined as the total amount of time worked, less any break in service.

**17.3** A break in service occurs when an employee resigns, is on unpaid Leave of Absence in excess of the maximum time granted under FMLA or is laid off for more than six (6) months.

**17.4** Employees returning from an approved leave of absence will be returned to their previous position (if available), or an equivalent position provided that the approved leave is not in excess of 180 days.

**17.5** Classification seniority is an employee's length of continuous service within his/her department (as determined by the Employer), in years, months and days from his/her most recent date of hire into or transfer into his/her present classification within his/her department (as determined by the Employer).

## ARTICLE 18 - HOURS AND OVERTIME

- 18.1** Hours of Work: Full time employees are scheduled to work an 8 (eight) hour day. Employees can elect shift preference by classification seniority for all scheduled shifts.
- 18.2** An employee on the payroll, who works 32 hours or more a week, shall be considered a full time employee and will be entitled to all pay increases, health and welfare coverage, severance and pension contributions as outlined herein.
- 18.3** Employees are entitled to a one hour paid meal period per shift. An employee must work at least 4 hours to qualify for a meal period. (side letter)
- 18.4** Overtime: Employees required to work beyond the 40 hour work week or more than eight hours of work during a work day, will be compensated at a rate of one and one half (1½) times their regular hourly rate. Overtime will be offered by classification seniority, and assigned by inverse order of house seniority within the classification. There will be no mandatory overtime, except in the case of special projects .The Employer will endeavor to give twenty-four (24) hours prior notice of such assignments.
- 18.5** In January of each year of the contract, the Union will provide the Employer a list of all bargaining unit employees who are willing to work overtime. If the bargaining unit employees on the list refuse to work the overtime, the work will be done by employees outside the bargaining unit.
- 18.6** The Employer shall use its best efforts, according to its business needs, to schedule senior employees with the maximum straight time hours customarily scheduled.

**ARTICLE 19 - HOLIDAYS**

**19.1** All full time Employees covered by this Agreement shall be granted a holiday with pay on the following days:

- New Years Day
- Martin Luther King's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Christmas Day
- Four Personal Days
- Friday after Thanksgiving
- 3pm closing Christmas Eve Day

**19.2** Should a Holiday fall on a Saturday or Sunday, the holiday will be celebrated on the day designated as the legal Holiday.

**19.3** Employees required to work on above listed holidays will receive 2x their rate of pay for all hours worked on said holiday as total compensation.

**19.4** Full-time employees will accrue personal day's anniversary date to anniversary date effective upon date of hire.

**19.5** To qualify for holiday pay, the employee must have been scheduled to work during the pay week in which the holiday falls, and must have reported for work on his/her last scheduled day before said holiday and the first scheduled day after said holiday, unless said requirement is waived, in writing, by the Employer. If an employee is scheduled to work on the holiday, but does not report for work, he/she shall not receive holiday pay unless excused by the employer from working on said holiday.

## ARTICLE 20 - VACATIONS

**20.1** All full time employees hired prior to November 1, 2008 covered by this Agreement shall be entitled to vacation time with pay as provided herein:

5 working days of vacation upon completion of 1 year of employment.

15 working days of vacation from 2-8 years of employment.

20 working days of vacation from 8 years of employment.

**For employees hired November 1, 2008 or after:**

5 working days of vacation upon completion of 1 year of employment.

10 working days of vacation upon completion of 2 – 5 years of employment.

15 working days of vacation upon completion of 6 – 9 years of employment.

20 working days of vacation upon completion of 10 years of employment.

**20.2** Employees must give two week's notice to receive his/her pay prior to vacation. This request must be given in writing to the Secretary/Treasurer or designee.

**20.3** Vacations shall be taken each year. Unused vacation time may be rolled over into the next year. If not taken in the next year, vacation time will be forfeited. On an employee's anniversary date, they will be notified, in writing, as to the amount of paid time earned.

**20.4** Vacation pay will be prorated based on the average hours worked or paid in the previous twelve (12) months prior to the employee's anniversary date of employment, up to a maximum of 40 hours per week. Employees on an approved FMLA will not be prorated for the approved FMLA (not to exceed 84 days in any calendar year).

**20.5** In the event of termination, said employee will be paid out all earned unused vacation pay. In the event of a layoff in excess of 90 days, upon request, an employee will be paid out all earned, unused vacation pay.

**ARTICLE 21 - SUCCESSORS AND ASSIGNS**

**21.1** This Agreement shall be binding upon the parties hereto, and their successors, administrators, executors and assigns. Should there be a merger, trusteeship or affiliation to another UNITE HERE Union, the Employer shall give notice of the existence of this collective bargaining agreement to the above in writing with a copy of such notice to be given to the Union at least ninety (90) calendar days prior to any such merger, transfer, trusteeship, or affiliation, the Employer agrees that the acceptance of this contract by all parties shall be a condition of any merger, affiliation or trusteeship.

**ARTICLE 22 - SEPARABILITY AND SAVINGS CLAUSE**

**22.1** If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall be not affected thereby.

**22.2** In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of

arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

### **ARTICLE 23 - MILITARY LEAVE**

**23.1** An employee who is a member of a reserve component of the Armed Forces or the National Guard who is required to take time off of work in order to enter active annual training duty or temporary special services, shall be paid his/her normal straight time earnings, up to a maximum of ten (10) work days each calendar year.

### **ARTICLE 24 - FUNERAL LEAVE**

**24.1** Regular employees shall be entitled to leave of up to five (5) scheduled workdays with pay to attend the funeral of a member of the employee's immediate family, defined as mother, father, sister, brother, spouse, grandparent, grandchild, domestic partner or child. The Employer may require proof of death and/or relationship to employee.



**ARTICLE 25 - PAID SICK TIME**  
***(FOR OFFICE PERSONNEL ONLY)***

**25.1** Full-time employees are entitled to paid sick time as follows:

Upon completion of six (6) months – 1 day

Up to three (3) years of service - 3 days

Upon completion of four (4) years of service - 4 days

Upon completion of five (5) years of service - 5 days

Upon completion of six (6) years of service - 6 days

Upon completion of seven (7) years of service - 7 days

Upon completion of eight (8) years of service - 8 days

**25.2** Sick time accrues anniversary date to anniversary date. Unused sick time may be carried over into the next year. However, unused sick time will not be paid out if not used. Unused sick time, up to 80 hours, will be banked until utilized in the event of a Medical Leave of Absence.

**ARTICLE 26 - ATTENDANCE POLICY**

*Definition of the Program*

26.1 The below listed Attendance Policy will be utilized for all non-pre-approved absences when there is no earned sick time pay to cover the absence.

26.2 Occurrence - is one period of absenteeism, whether it is for one or consecutive days.

Late - in this policy, two (2) latenesses equal to one (1) occurrence (lateness is defined as the failure to report for duty as scheduled). However, an employee who is occasionally late will not be subject to discipline.

Early Leave Out - two (2) early leaves will equal one (1) occurrence.

Rule 1 - each employee who experiences the following: Absenteeism, lateness, and/or early leave shall be disciplined progressively based upon the number of occurrences resulting in disciplinary action as follows:

*Absence Standard*

*Corrective Action Steps*

five (5) occurrences

verbal counseling (document in writing)

six (6) occurrences

written warning

eight (8) occurrences

written warning and possible one (1) day suspension

nine (9) occurrences

final warning and possible 3 day suspension

ten (10) occurrences

termination

Attendance occurrences will be purged from an employee's file twelve months from the date of the infraction.

The issuance of discipline is discretionary.

**26.3** If an employee is sick due to a serious illness and is eligible to be covered by FMLA, said employee must declare that the absence is an FMLA event in order for the absence not to be considered an occurrence.

**26.4** FMLA eligibility will be calculated based on a rolling calendar. Employees requesting FMLA leave must fill out FMLA paperwork and have their doctors fill out the FMLA form, which must be updated upon any change in condition and must be updated prior to its expiration.

**26.5** Employees taking a medical leave of absence are required to use earned paid leave to cover the leave taken. Employees are required to substitute earned paid vacation, personal leave and sick leave for medical leave. An employee may elect to bank up to a total of seven (7) earned personal and/or vacation days, if available, subject to the provisions of Article 20.3.

## ARTICLE 27 - JURY DUTY

27.1 Regular employees who serve as jurors on a regularly scheduled workday or workdays, shall be paid the difference between the amount received by him/her for such service and his/her daily base hourly rate for their regularly scheduled shift to a maximum of ten (10) days for each call. The Employee will provide his/her immediate supervisor with:

- (a) Seventy-two (72) hours notice of such case;
- (b) Copy of court order to "appear";
- (c) Official court documentation as to appearance and amount paid Juror by court.

27.2 It is understood that employees will be expected to report to work if excused from jury duty during normal work hours that reasonably coincide with scheduled work time. The Employer shall have the right, at any time, to have any employee called for jury duty relieved in any manner permitted by law.

27.3 Employees will sign over to Local 54 all payments from the Court for said service in order to be entitled to paid leave to serve as a juror.

*ARTICLE 28 - CONTINUING EDUCATION*

28.1 The Employer will grant a one time five hundred (\$500) dollar bonus to any employee who successfully completes a second language-speaking course from an accredited institution. The Employer will further reimburse any tuition costs or fees associated with the completion of such a course.

**ARTICLE 29 - WAGE SCHEDULE**

RATE OF PAY				
CLASSIFICATION	START	6 MONTH	24 MONTHS	60 MONTHS
Secretary	10.50	11.00	11.50	12.00
Dues/Dispatch Clerk	10.50	11.00	11.50	12.00
Grievance Clerk	10.50	11.00	11.50	12.00
Receptionist/Operator	10.50	11.00	11.50	12.00
Organizing/Grievance Arbitration Coordinator	10.75	11.25	12.00	12.50
Maintenance	11.50	12.25	13.00	13.50
Driver	9.00	9.25	9.50	10.00

• **Upon ratification** - \$500.00 lump sum net bonus to all employees, paid out by December 31, 2008, (this is inclusive of any Christmas bonus). Also a \$250.00 lump sum net bonus to all employees, paid out by Effective April 15, 2009.

• **2<sup>nd</sup> Year**- \$.60 increase paid out as follows:

October 1, 2009 \$.30 per hour increase across the board

April 1, 2010 \$.30 per hour increase across the board

• **3<sup>rd</sup> Year**- \$750.00 lump sum net bonus to all employees, paid out by October 15, 2010 (this is inclusive of any Christmas bonus).

• **4<sup>th</sup> Year** - \$.70 paid out as follows:

October 1, 2011 - \$.35 per hour across the board

April 1, 2012 - \$.35 per hour across the board

ARTICLE 30 - HEALTH & WELFARE, PENSION AND SEVERANCE

**30.1 Health & Welfare and Pension**

The Employer agrees to maintain the current contributions to the H.E.R.E.I.U. Health & Welfare Fund and HEREIU Pension Fund or the UNITE HERE National Retirement Fund as its successor for all eligible full time employees. The Employer further agrees to absorb all future increases to said Funds if such increases should occur. If the HEREIU Welfare Fund determines that there will be a decrease in benefits, the Union will be informed and the Union and Employer will meet and confer.

**30.2 Severance**

Effective 10/1/08 any current or new employee shall have contributions, made by the Employer on their behalf, to the Hotel Employee Restaurant Employees International Union Severance Trust Fund at the rate of twenty-five cents (\$0.25) per hour.

- Effective 1/1/09 \$.35 cents per hour;
- Effective 1/1/10 \$.40 cents per hour;
- Effective 1/1/11 \$.50 cents per hour.

In the event the aforementioned contribution is increased based upon future negotiations with the Casino Industry, that increase will apply to all eligible employees.

**30.3 HERE Union Local 54 Pension Fund or the UNITE HERE National Retirement Fund as its successor**

The Employer agrees to maintain the same contribution to the HERE Union Local 54 Pension Fund or the UNITE HERE National Retirement Fund as its successor for all eligible full time employees as they do for non-bargaining unit full time employees. The Employer further agrees to absorb all future increases to said Fund if increases should occur.



## ARTICLE 31 - DURATION

**31.1** This Agreement concludes all collective bargaining between the parties hereto during the term hereof and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior commitments between the Employer and the Union or its employees, and expresses all obligations, and restrictions imposed on each of the respective parties during its term. However, practices as of the execution date of this agreement that have been mutually recognized and are clear and consistent shall continue except to the extent they were modified, eliminated or negotiated in the negotiations that led to this Agreement.

**31.2** Amendments, additions and/or deletions to this Agreement will be null and void unless in writing and signed by the Parties hereto.

**31.3** This Agreement shall be effective as of the 1<sup>st</sup> Day of October 2008 and shall continue in full force and effect up to and including September 30, 2012, and shall continue from year to year thereafter unless either of the parties hereto shall give to the other sixty (60) days written notice prior to its original termination date or prior to the end of any subsequent year of an intention to terminate the Agreement. Any and all changes in compensation and benefits agreed to after the said termination date shall be retroactive to the day following such termination date.

In the event of an inadvertent failure by either party to give the notice set forth in Section 31.3 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be in the sixty-first (61st) day following such notice.

Side Letter:

One Comp Day will be given to each employee upon ratification, to be used within twelve (12) months.

Add the following agreed upon Side Letters:

- 1) UNITEHERE Union TIP
- 2) UNITEHERE 401 K Plan
- 3) Lead Side Letter re: Sam Muniz

**AGREEMENT BETWEEN  
UNITE HERE LOCAL 54  
AND  
THE COMMUNICATIONS WORKERS OF AMERICA**

By this instrument, the parties agree to extend the existing Collective Bargaining Agreement between the parties for one year from October 1, 2012 – September 30, 2013.

For UNITE HERE Local 54

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

For CWA

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

2/23/13

12/1/12