

THIS AGREEMENT, made and entered into this 13th day of March, 2023 and effective from March 13, 2023 to May 1, 2028 between the NEW YORK CONVENTION CENTER OPERATING CORPORATION ("JAVITS CENTER" OR "THE EMPLOYER") and LOCAL 1180, COMMUNICATIONS WORKERS OF AMERICA ("THE UNION.") This Agreement, together with all Appendices, constitute the entire agreement between the parties, superseding all previous collective bargaining agreements and memorandums of understanding.

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 or Set-Up supervisor, encompassing those classified by the Employer as full-time (F/T) and part-time (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. At least one (1) bargaining unit member shall be scheduled to work each shift whenever Cleaners and Set-Up personnel are working. However, nothing in this Agreement shall preclude others from directly supervising Cleaners or Set-up personnel with or without the involvement of an employee covered by this Agreement.

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 with 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 with 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 nor 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 six (6) months from the date of the initial employment by the Employer as a Supervisor. The Employer may extend the probationary period of any probationary employee for an additional period of up to ninety (90) 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, and non-probationary F/T employees thereafter. Layoffs within a job classification (i.e., F/T or P/T) shall be based upon an employee's skill, knowledge, attendance, attitude and ability to perform available work. If, in the Employer's judgment, two employees within a job classification are of relative equal skill, knowledge, ability, etc., then seniority shall prevail.

Section 5. Should the Employer decide to hire new F/T Supervisors, the Employer will post notice in the workplace two weeks prior to posting outside of the organization. The

selection of new employees for F/T and P/T positions shall be in the discretion of the Employer. If bargaining unit employees apply for such positions, the Employer will consider their skill, knowledge, attendance, disciplinary record and attitude. If, in the Employer's judgment, two or more bargaining unit employees equally satisfy the foregoing criteria, seniority shall prevail between such bargaining unit employees.

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 a Seniority List for each classification of employment (i.e., F/T or P/T) governing the work covered by this Agreement. An employee's position on a List shall be determined by date of hire within a job classification.

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

1. Quit or Change of Job Classification - provide that if the employee is rehired or reverts to his prior job classification within fifteen (15) consecutive 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; or

3. Absence due to a layoff or disability for more than six (6) months unless this period is extended in accordance with the Family and Medical Leave or Americans with Disabilities Act.

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) weeks 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 for F/T employees shall consist of eight (8) or ten (10) hours (as described in §1.a. below) plus a fifty (50) minute meal break, twenty (20) minutes of which will be paid. P/T employees may be scheduled to work less than eight (8) hours, but not less than six (6) hours, per shift. Starting times shall be determined by the Employer and the work day shall be continuous.

a. F/T employees are those classified as such by the Employer, who shall be scheduled for: (i) five (5) work days and two (2) days off within a 7 day work week or; (ii) in the Employer's discretion, four (4) ten (10) hour work days at straight time with three (3) days off within a seven (7) day work week . When the event schedule and operational needs of the Center allow, the Employer shall schedule days off consecutively. F/T employees required to work on a scheduled day off in a work week (after having already worked at least 5 days in such week pursuant to "a.(i)" herein or 4 days in such week pursuant to "a.(ii)" herein) shall be paid time and one-half (1-1/2). There shall be no pyramiding, compounding or duplication of time and one-half pay for work on a scheduled day off with time and one-half pay under any other provision this Agreement. F/T employees may exchange scheduled work dates within the same work week subject to the following conditions: (i) exchanges not effectuated within the same work week shall be forfeited; ii) exchanges are subject to the Employer's prior approval; and, iii) employees will not receive time and one-half pay for hours attributable to an exchange (except as required by law).

b. P/T employees are those individuals classified as such by the Employer, who may not be regularly scheduled for five (5) days per week. P/T Employees may, at the Employer's discretion, be scheduled to work four (4) ten (10) hour workdays at straight time with three (3) days off within a seven (7) day work week.

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

Section 3. Time and one-half shall be paid for all time worked beyond: (i) forty (40) hours per week; or (ii) eight (8) hours per day when scheduled pursuant to §1.a.(i) above or ten (10) hours per day when scheduled pursuant to §1.a.(ii) or §1.b. above. No employee shall be permitted to work overtime unless such overtime has been approved by the employee's supervisor.

Section 4. Employees who work a holiday shall be paid time and one-half (1-1/2) for all hours worked, in addition to which, F/T employees shall be paid holiday pay as follows: eight (8) hours pay at straight time if the holiday falls on a day scheduled pursuant to §1.a.(i) above; or ten (10) hours per day at straight time if the holiday falls on a day scheduled pursuant to §1.a.(ii) above. F/T employees who do not work a holiday shall be paid holiday pay. An employee scheduled to work a holiday and who fails to work said holiday for any reason shall not be eligible for holiday pay.

Section 5. The holidays referred to herein shall be observed on the following days and dates: New Year's Day (January 1st); Martin Luther King Day (third Monday in January); Lincoln's Birthday (February 12th); President's Day (third Monday in February); Memorial Day (last Monday in May); Juneteenth (June 19th), July 4th (July 4th); Labor Day (first Monday in September); Columbus Day (second Monday in October); Election Day (first Tuesday after the first Monday in November for Presidential or statewide general elections); Veteran's Day (November 11th); Thanksgiving Day (fourth Thursday in November); and Christmas day (December 25th). Should any of the holidays listed above be observed by the Employer's Housekeeping & Set-Up staff on a different date in any calendar year pursuant to the CBA between the employer and IBT Local 237, such different date shall apply to bargaining unit employees as well, provided that the Employer so notifies the Union one month before the start of each calendar year.

Section 6. A work schedule shall be posted for each employee showing his daily starting hours and any change of the schedule (other than changes attribute to shift exchanges as provided above) 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. During

blackout periods, schedule changes may be made upon one (1) week's notice and posting. In extraordinary circumstances, and upon discussion with the affected bargaining unit member(s), the Employer may change a schedule upon shorter notice. When the event schedule and operational needs of the Center allow, the Employer shall not schedule bargaining unit members to nine (9) or more consecutive work days.

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 forty-eight (48) 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 rates for all employees shall be as follows:

3/13/2023	\$32.50
4/29/2024	\$33.36
4/28/2025	\$34.24
4/27/2026	\$35.15
4/26/2027	\$36.08

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

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:

(a) The Employer shall pay the employers' share of the premium for basic health insurance through the New York State Health and Hospitalization Plan (NYSHIP) known as the Basic Empire Plan, without, inter alia, prescription, dental, optical, life insurance, accidental death, long term disability and other additional coverage for F/T employees electing such coverage. The employees' share of the premium as established by NYSHIP, including any increases, will be deducted from the wages of F/T employees electing such coverage.

(b) For the period from the ratification date of this Agreement through April 30, 2028, the employees' share of the premium shall not increase over the amounts in effect on the ratification date of this Agreement (\$17.52 per week for Individual coverage and \$85.57 per week for Family coverage). The parties understand and agree that this subsection "(b)" shall expire on April 30, 2028 if a successor collective bargaining agreement is not executed by or before that date.

Section 2. Security Benefits Fund: Effective March 13, 2023, the Employer shall pay for each F/T employee covered by this Agreement, and employed by Employer on the ratification date of this Agreement, a per annum payment of \$1,776.00 to the CWA Local 1180 Security Benefits Fund.

Section 3. Education Fund: The Employer shall pay a per annum contribution of \$25.00 to the CWA Local 1180 Education fund for each F/T employee covered by this Agreement.

Section 4. Retirement: F/T employees shall participate in the New York State Employees Retirement System (NYSERS) and P/T employees shall have the option to participate in NYSERS.

Section 5. Annuity Fund: The Employer shall pay for each F/T employee covered by this Agreement, and employed by Employer on the ratification date of this Agreement, a payment to the CWA Local 1180 Annuity Fund as follows:

through April 30, 2028 - \$.50/ per each straight time hour only

ARTICLE XII
Leave Benefits

Section 1. Paid Time Off Benefits

a) In lieu of Sickness, Personal and Vacation leave benefits employees will receive Paid Time Off Benefits ("PTOB") in a single leave bank. The period during which an employee uses his PTOB shall be referred to as the PTO period. PTOB may be used for any purpose, subject to the notification and approval requirements set forth herein.

b) PTO shall accrue as follows:

Time Period	Accrual
Probationary Period	0
End of Probation to 1st Anniversary Date	2 hours per weekly pay cycle
1st, 2nd and 3rd Anniversary Dates	88 hours per year
4th, 5th 6th and 7th Anniversary Dates	128 hours per year
8th Anniversary Date and thereafter	168 hours per year

In addition to the above, two hours per weekly pay cycle will be added to the PTOB bank beginning on the employee's first anniversary date.

c) There shall be no PTOB accruals during the employee's probationary period.

d) All use of PTOB must be pre-approved in writing by the Director of Environmental Services except that in the event of unanticipated disability, illness, or other bona fide emergency need, the employee may take PTOB upon telephonic notice delivered to the employee's supervisor at the time the employee becomes aware of the emergency need but in no event less than one hour prior to the employee's starting time. The Employer may make a follow-up request for documentation of the emergency situation invoked pursuant to this paragraph under the following circumstances: if it occurs immediately before or after a holiday or regular day off; if five or more emergency exceptions have been invoked within the year; under any other circumstances giving rise to a reasonable suspicion that the emergency is not legitimate. An employee who provides untrue or misleading information, either at the time the request for emergency use of PTOB is made or in the form of required follow-up documentation, or who fails to provide adequate follow-up documentation within a reasonable time, shall be subject to discipline up to and including termination.

e) Holidays and regular days off that fall within a PTO period shall not be deducted from the employee's PTOB.

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f) Any hours remaining in the PTOB on the employee's anniversary date may, at the Employer's option, be paid to the employee at the then-current rate of pay.

g) An employee will receive payment for unused PTOB upon separation from service if the separation is voluntary and the employee has provided at least one week's advance notice of separation.

h) Non-emergency requests to use PTOB will be granted to the extent consistent with the proper operation of the building. Conflicts between requests made at least 60 days in advance of the requested PTO period will be determined by seniority. Conflicts between requests made less than 60 days in advance of the requested PTO period will be determined by the date the request is received.

i) Wages will be paid in advance of the PTO period if the request to use PTOB is received and granted at least 2 weeks in advance, unless the employee requests to be paid otherwise.

Section 2. Jury Duty

F/T employees required to serve on a jury shall be paid the difference between the amount they receive from the court for such service and their normal weekly earnings, up to a maximum of fifteen (15) scheduled working days. No payment shall be required for jury duty occurring on a scheduled day off. Employees must provide documents showing that they have been called for jury service and documents showing the dates on which they served as a juror.

Section 3. Bereavement

F/T 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, sister, children, legal dependents, 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 condition of payment for the time taken.

ARTICLE XIII

Discipline Grievance And 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 therefore.

In cases involving discharge, the Employer must give the Union twenty-four (24) 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 had previously received two (2) written warnings regarding similar conduct.

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) 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 ten (10) 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 (the 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 ten (10) 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 Stewards

There shall be two (2) Shop Stewards 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 Stewards shall be permitted reasonable time for the performance of such duty, including but not limited to investigation, 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 Checkoff

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 weekly at least one-half (1/2) hour prior to the end of the work day, on Thursdays, for the preceding week of work. The work week shall be Monday through Sunday.

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

Section 6. Uniforms shall be furnished and maintained by the Employer. Employees are required to wear said uniforms when working. The Employer will maintain an adequate amount of foul weather gear for Employees to use while working in rain and winter conditions.

Section 7. Beginning on the ratification date of this Agreement, the Employer shall reimburse employees, upon submission of a receipt, up to one hundred and twenty five dollars (\$125.00) per contract year for the purchase of proper (as defined by the Employer) work shoes. The Employer may require that such shoes be worn at all times.

Section 8. The Employer may conduct annual performance appraisals that shall be shown to the Employee and placed in his personnel file. Employees who disagree with an appraisal may submit a written response of reasonable length that shall be placed in his personnel file along with the appraisal. The failure to conduct a performance appraisal shall not be construed as a determination that work performance is either acceptable or unacceptable.

Section 9. Substance Abuse Policy: The Employer may establish a reasonable substance abuse policy and program which shall include testing upon reasonable suspicion of abuse and in post-accident situations, but shall not include random testing of bargaining unit members. The current policy is attached as Appendix A.

Section 10. The parties agree that F/T employees covered by this Agreement may participate in the New York State Deferred Compensation Plan (DEFCO) subject to its rules and regulations and without contributions by the Employer.

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, gender expression or identity, sexual orientation, national origin, disability, marital status, age or any other characteristic protected by applicable Federal, State or local law.

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 May 1, 2028 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

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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.

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 __ day of March, 2023.

THE NEW YORK CONVENTION CENTER OPERATING CORPORATION:

By: Christine McMahon Dated: 4/5/2023
Christine McMahon
Senior Vice President of Labor Relations and Show Operations

LOCAL 1180 - COMMUNICATION WORKERS OF AMERICA

By: Gloria Middleton Dated: 3/30/2023
Gloria Middleton
President

Appendix A
(Substance Abuse Policy)

**THE JACOB JAVITS CONVENTION CENTER
SUBSTANCE ABUSE POLICY:
*Cleaning Supervisors***

1.0 STATEMENT OF PURPOSE:

The Jacob Javits Convention Center ("Javits" or "Javits Center") believes that it is very important to provide a safe workplace for all of its employees. Javits is taking steps to address the problem of substance use that can negatively affect the health and well being of all employees. We cannot condone and will not tolerate behaviors on the part of employees that relate to substance abuse, such as:

- Use of illegal drugs;
- Misuse of alcohol;
- Sale, purchase, transfer, use or possession of any illegal drugs;
- Arrival or return to work under the influence of any drug (legal or illegal) or alcohol to the extent that job performance is affected.

Management is fully committed to a drug-free workplace. We will not tolerate substance use in violation of this Policy.

This document describes the Javits Center's Substance Abuse Policy that has been incorporated in the collective bargaining agreement between Javits and Local 1180 of the Communications Workers of America ("the Union") concerning Cleaning Supervisors. Every Cleaning Supervisor is expected to read and understand it. The consequences stated in this Substance Abuse Policy will apply to anyone who violates the Policy. The Javits Center encourages any Cleaning Supervisor with a substance abuse problem to come forward and seek help. However, if a Cleaning Supervisor tests positive for drug or alcohol use in violation of this Policy, Javits reserves the right to take appropriate action up to and including termination.

Cleaning Supervisors will have the opportunity to receive information about substance use as a workplace problem, signs and symptoms, dangers of use, and how and where to get help for themselves and their families. Our Substance Abuse Program Administrator will be responsible for coordinating drug and alcohol testing and identifying resources that Cleaning Supervisors can turn to for help for themselves and/or their families.

2.0 SCOPE OF POLICY:

This policy applies to all Javits Center Cleaning Supervisors. All Cleaning Supervisors will be subject to the following testing:

- Post-accident;
- Reasonable suspicion;
- Return to duty; and
- Follow up

3.0 PROHIBITED CONDUCT:

A. Alcohol:

A Cleaning Supervisor is prohibited from using alcohol within four (4) hours prior to beginning a shift or at any time during a shift.

Cleaning Supervisors are prohibited from reporting for duty, or continuing to perform with a breath alcohol concentration of 0.02 or greater.

Cleaning Supervisors shall not refuse to take a breath alcohol test for any Javits mandated test under these provisions. A Cleaning Supervisor who refuses to take any mandated alcohol test under these provisions will be deemed a "Refusal to Test".

Cleaning Supervisors are prohibited from the possession or use of alcohol on the Javits Center premises/property, except when they are off-duty and attending Javits sponsored events.

B. Drugs:

Cleaning Supervisors are prohibited at all times from the use of the seven prohibited drugs as follows:

- Marijuana;
- Cocaine;
- Opiates;
- Amphetamines;
- Phencyclidine (PCP);
- Heroin; and
- MDMA.

Cleaning Supervisors shall not refuse to take a drug test mandated test under this policy. A refusal to test includes providing a specimen that is adulterated or substituted. A Cleaning Supervisor who refuses to take a drug test mandated under this policy will be deemed a "Refusal to Test".

Cleaning Supervisors who are required to submit to post accident drug testing will remain readily available for a period of 8 hours after an accident or until the drug test is administered, whichever comes first. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident.

Cleaning Supervisors are prohibited from the manufacture, distribution, dispensing, and possession of controlled substances at all times.

Cleaning Supervisors are prohibited from the use of any illegal controlled substance regardless of the source. A Cleaning Supervisor should notify the Javits Center when

taking prescription or over-the-counter medications that may affect the performance of his or her duties.

4.0 TESTING:

4.1 Testing Procedure

All drug and alcohol testing will be performed using the procedures defined in 49 CFR 40, limited to urine specimen collection, breath alcohol testing, laboratory urine analysis, and Medical Review Officer. Cleaning Supervisors shall be compensated at the appropriate rate of pay for all time required to conduct the testing, provided that the test result is negative.

A. Drugs:

The drug test consists of a urine drug collection analyzed for the presence of the seven identified illegal drugs and drug metabolites. Urine analysis also includes validity testing for chemicals used in adulterating urine or for the detection of substituted urine.

Urine specimen collection and urine analysis shall be conducted in accordance with the procedures delineated in 49 CFR 40.

The first part of the process is the urine drug collection at a collection site meeting the requirements of 49 CFR 40. A split specimen is collected; that is, two bottles are generated during the collection process – primary and split. The specimens are sent to a Department of Health and Human Services (DHHS) certified laboratory that ensures that the testing is scientifically valid for pH, creatinine, specific gravity, and various adulterants. The laboratory will test all primary specimens for dilution, substitution, and adulteration. If the initial screening is positive for one or more of the seven identified substances, a confirmation test is then performed for each identified drug utilizing gas chromatography/mass spectrometry (GC/MS) analysis.

The second part of the process is conducted by a certified Medical Review Officer (MRO). For positive test results and specimens identified as "substituted/adulterated", the MRO will interview the Cleaning Supervisor and review the test before making a final confirmation. A Cleaning Supervisor can challenge an MRO confirmed positive or substituted/adulterated test result by requesting that the split bottle be tested. The request for a split test must be made by the Cleaning Supervisor directly to the MRO within 72 hours of the time of notification of a positive test or refusal to test because of adulteration or substitution.

The Javits Drug Testing Custody and Control Form (CCF) must be used to document every urine collection required by the Javits drug testing program. The CCF must be a five-part carbonless manifold form that details each step of the collection, verification, and copy distribution process. Under no circumstances may the CCF transmit any personal identifying information other than the social security number or employee ID number to the laboratory.

The inability to provide a urine specimen (shy bladder) will result in a refusal to test if a physician cannot verify that a legitimate medical condition existed.

B. Alcohol:

An evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration (NHTSA) is utilized to conduct alcohol screening and confirmation tests in accordance with 49 CFR 40. A breath alcohol test is conducted by a Certified Breath Alcohol Technician (BAT) at a collection site that meets 49 CFR 40 requirements. The breath alcohol testing must conform to 49 CFR 40. An alcohol testing form (ATF) is completed and the results recorded on that form according to 49 CFR 40.

Up to two breath tests are required for a valid test. The first test is considered the initial screening test. If a breath alcohol concentration is below 0.02, no further testing is required. If a breath alcohol concentration is 0.02 or greater on the first test, a confirmation test (second breath test) is required. When a confirmation test is required, any actions taken will be based on the confirmation test result.

The inability to provide adequate breath for the alcohol test (shy lung) will result in a refusal to test if a physician cannot verify that a legitimate medical condition existed.

4.2 Types of Tests Required

A. Reasonable Suspicion Testing

A Cleaning Supervisor will be subject to reasonable suspicion drug use and alcohol misuse testing when Javits has a reasonable suspicion that the Cleaning Supervisor has used a prohibited drug and/or engaged in alcohol misuse. A manager trained in detecting the signs and symptoms of drug use and alcohol misuse must determine that reasonable suspicion exists based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the Cleaning Supervisor.

B. Post-Accident Testing:

Post accident testing of a Cleaning Supervisor will be conducted when the Cleaning Supervisor appears to have caused an accident resulting in either an injury requiring hospitalization or property damage estimated by a manager on site at \$5,000 or more.

C. Return-To-Duty Testing:

If a Cleaning Supervisor refuses to submit to a test, has a verified positive drug test result, and/or has a confirmed alcohol test result of .02 or greater, the Javits Center will require that the Cleaning Supervisor, if he/she is suspended rather than terminated (See § 5

"Consequences"), pass a drug and/or alcohol test with a verified negative result before returning to work (See § 6.0 "Return to Work Procedure").

D. Follow Up Testing:

A Cleaning Supervisor who returns to duty after testing positive or refusing to test will be subject to follow up testing (See § 7 "Follow Up Testing").

4.3 Refusal to Test:

A Cleaning Supervisor who refuses to submit to Javits drug or alcohol testing as required by Javits regulations shall be prohibited from performing or continuing to perform his or her job. A refusal to submit to drug or alcohol testing constitutes a verified positive drug or alcohol test result.

Under the Javits policy, a Cleaning Supervisor is subject to disciplinary action in the event that he/she refuses to take a Javits drug or alcohol test. Any conduct or behavior as defined in the following list constitutes a refusal to test under Javits regulations and will be deemed a verified positive drug or alcohol test when the Cleaning Supervisor:

- Fails to appear for any test within 60 minutes of notification that he/she has been required by management to take drug and/or alcohol test.
- Fails to remain at the testing site until the testing process is complete.
- Fails to permit the observation or monitoring of a specimen collection in the case of a directly observed or monitored drug test;
- Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- Fails or declines to take a second drug test that the Javits Center or the collector has directed the Cleaning Supervisor to take;
- Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the Javits Center under 49 CFR Part 40.193(d).
- Fails to undergo a medical examination or evaluation, as directed by the Javits Center as part of the insufficient breath procedures outlined at 49 CFR Part 40.265(c);
- Fails to sign the certification at Step 2 of the ATF;
- Fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or
- Produces a verified adulterated or substituted test result.

5.0 Consequences

Any Cleaning Supervisor who tests positive for any one or more of the seven prohibited drugs, who refuses to test as defined in 4.3, or who has an alcohol concentration of .02 or greater, will be immediately removed from his/her job. The Cleaning Supervisor will then be referred to a

Substance Abuse Professional (SAP). The Javits Center will be responsible for the cost of the SAP to the extent not covered by the Union's health plan and any other health insurance policies covering the Cleaning Supervisor.

Disciplinary action will be taken as a result of a positive drug or alcohol test, or a refusal to test. Disciplinary action will be evaluated on a case by case basis, and can range from: 1) a suspension lasting for at least the duration of any treatment recommended by the SAP, provided that the recommended treatment is promptly pursued and timely completed, with a return to work under the conditions set forth in § 6.0, to 2) termination if the Javits Center deems this action appropriate based on considerations that shall include but not be limited to prior disciplinary record, prior performance and (if applicable) the magnitude of the alcohol concentration.

Whether or not the Javits Center opts to allow the Cleaning Supervisor to be returned to work, the Cleaning Supervisor will be evaluated by the SAP and referred to the Union EAP for treatment/education. The Cleaning Supervisor will be responsible for the costs associated with the treatment program to the extent not covered by the Union's health plan and any other health insurance policies covering the Cleaning Supervisor.

If Javits has opted to allow the Cleaning Supervisor to be returned to work upon successful completion of the SAP's evaluation and treatment plan, the Cleaning Supervisor will be returned to work following a verified negative return to duty drug and/or alcohol test result. The Cleaning Supervisor will also be subject to at least six follow up tests in the next 12 months. The SAP may recommend more follow up tests, but the testing period must not extend beyond 60 months.

Dilute Drug Specimen

If a Cleaning Supervisor's drug test is reported as "negative dilute", the Cleaning Supervisor will be immediately sent for another drug test. If the second test result is negative dilute, the result will be accepted and no further testing will be performed.

Second Positive Test Result

A Cleaning Supervisor who has been returned to work following a positive test result will be terminated if he/she tests positive in any subsequent drug or alcohol test in any category.

6.0 Returning a Cleaning Supervisor to Work:

A return-to-duty test will be required for any Cleaning Supervisor who has conditionally been permitted to return to duty after successfully completing the treatment plan by the Substance Abuse Professional. The Cleaning Supervisor must have a written release from the SAP and a return-to-duty verified negative test result prior to returning to his or her position. The return to duty process shall follow the procedures as outlined in 49 CFR Part 40.

7.0 Follow Up Testing:

Javits shall conduct follow up testing of each Cleaning Supervisor who returns to duty, as specified in 49 CFR Part 40. Follow up testing will include a minimum of six tests in the first 12 months after returning to duty. The SAP will determine the exact number of follow up tests and the periodicity on case by case basis.

8.0 Information to Employees

The Javits Center will provide a copy of this policy to each Cleaning Supervisor prior to testing and will require that each Cleaning Supervisor sign a statement certifying that he/she has received a copy of the policy.

9.0 Access to Records

A Cleaning Supervisor is entitled, upon written request, to obtain copies of any records pertaining to the Cleaning Supervisor's use of prohibited drugs or misuse of alcohol, including any records pertaining to his/her drug or alcohol tests. There shall not be any fee for this request.

The Javits Center may disclose information pertaining to a Cleaning Supervisor to the Cleaning Supervisor or the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of a drug or alcohol test under these regulations (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the Cleaning Supervisor).

10.0 Substance Abuse Program Manager

The Javits Human Resources Director will manage the Javits substance abuse program.

The Substance Abuse Program Manager has been designated to answer questions regarding this policy, the anti-drug and alcohol misuse program, and receive drug and alcohol test results.

ACKNOWLEDGMENT OF RECEIPT OF COPY OF THE JAVITS CENTER'S SUBSTANCE
ABUSE POLICY

I, Kevin P. Lynch hereby acknowledge that I have been given a copy
of the Javits Center's Substance Abuse Policy.

CWA 1180 Union Representative

Signature of the Cleaning Supervisor

Dated: _____