

# Union Wins Crucial Arbitration for Cleaners

Local 100 has won an important arbitration award that prevents the Authority from unilaterally and dramatically broadening work assignments for CED Cleaners.

The union filed a contract grievance against the Authority shortly after being informed that management intended to broadly change the language in the pick for CED Cleaners.



**Local 100 President Samuelsen** lauded the victory as “an important win for the entire union.” He said that **management is systematically**

**attacking important contractual principles** in anticipation of the upcoming contract negotiations.

“**Management is telegraphing its punches,**” said Samuelsen. “**Their long term agenda is to fundamentally change how work is assigned. It is an attack on our pick rights, seniority rights, and our jobs and security.** We have no intention of giving way on any issue.”

The Authority’s proposed language stated, that in addition to performing car cleaning duties, it would assign CED Cleaners the extra work of “cleaning terminal facilities,” as well as “crew rooms, lunch rooms, offices, platforms and mezzanines ..., stairways, paid and un-paid fare areas, bathrooms (both public and private), station agent booths, and to perform such other cleaning duties as directed.” **Simply put, this was a management scheme to broadband our Cleaner work,” said Local 100 President John Samuelsen.**

Arbitrator Richard Adelman heard the case on April 8, 2011.

Local 100 President Samuelsen demonstrated its importance to the union by attending, and even arguing, portions of the case in front of the arbitrator. Stations Vice President **Maurice Jenkins**, Stations Division Chair **Derick Ecchevaria**, CED Division Chair **Joe Campbell**, Stations CTA Chair **Marvin Holland**, Vice Chair for Station CTAs **Joe Bermudez**, Attorney **Arthur Schwartz** and others participated in the union’s presentation.

The union based its argument on “long standing practice” that CED Cleaners clean subway cars at the terminals, and that to assign them to Stations CTA picked work **would be a seniority / pick violation.** The union declared that CED Cleaners have never been assigned work that is regularly performed by Stations Cleaners and that **“past practices which go to the fundamental relationship of the parties cannot be unilaterally changed,”** and, in addition, that the change sought by the Authority **violates the “normal seniority rights” of CED Cleaners.**

The Authority relied on the principle of “management’s rights,” and stated that it believed it has “the unquestioned right to exercise all normally accepted management prerogatives, including the right to ... determine work loads ... order new work assignments,” and to generally operate efficiently and economically. This is the usual language the MTA relies on when they try to circumvent the collective bargaining process by implementing pick changes.

The Arbitrator didn’t buy it, and ruled completely for the union’s position. Adelman issued his order on April 27, 2011, and said bluntly that the Authority’s attempt “violates the Agreement.”

