Contract no. 1506

CONTRACT AGREEMENT

BETWEEN

ATLANTIC CITY CONVENTION CENTER AUTHORITY

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68

JANUARY 1, 1991

TO

DECEMBER 31, 1993

PREAMBLE

This Agreement entered into by the Atlantic City Convention Center Authority, hereinafter referred to as "the Employer", and Local #68, International Union of Operating Engineers, hereinafter referred to as the "Union", has it's purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of difference; and the establishment of rates of pay, hours of work and other conditions of employment.

1. RECOGNITION

1.1 The Employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed under Appendix "A" attached hereto and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include.

2. CHECK OFF

2.1 The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union and the list of the names of all employees for whom the deductions are made. The revocation of this authorization shall be in accordance with the provisions of applicable statutes as presently existing or as may be amended.

2.2 REPRESENTATION FEE DEDUCTION

The parties agree that all employees in the bargaining unit who do not become members of the Union during any Union membership year shall have deducted from their salaries and forwarded to the Union a representation fee in a manner and in an amount as provided below.

2.3 REPRESENTATION FEE AMOUNT

Within thirty (30) days of the execution of this Article, the Union shall notify the Employer of the representation fee sum to be deducted from the non-members' salaries for the remainder of the year. Thereafter, the Union shall notify the employees of the appropriate annual representation fee on an annual basis. Said sum shall not exceed 85 percent of the regular membership dues, fees and assessments charged to the Union members unless the Legislature amends the existing ceiling rate whereupon the representation fee deducted shall be that amount set by the Union and consistent with the amended legislation. Any change in the representation fee shall be made upon written notification to the Employer.

2.4 <u>REPRESENTATION FEE DEDUCTIONS</u>

The annual representation fee shall be deducted from non-members' salaries in substantially equal monthly (weekly) installments. Representation fee deductions from the salaries of all non-member employees shall commence within thirty (30) days following the beginning of their employment in a bargaining unit position on the tenth (10th) day following re-entry into the bargaining unit for employees who previously served in bargaining unit positions and who continue in the employ of the public employees in a non-bargaining unit position and persons being re-employed in such a unit from a re-employment list. For the purpose of this Article, ten-month employees shall be considered to be in continuous employment.

If, during the course of the year, the non-member becomes a Union member, the Employer shall cease deducting the representation fee and commence deducting the Union dues beginning with the first paycheck to be issued ten (10) days after written notification of the change in status. Conversely, if, during the course of the year, the Union member directs the Employer to cease Union dues deduction in a manner appropriate under the terms of this Agreement, the Employer shall commence deduction of the representation fee with the notification of the change in status. After deduction, representation fees shall be transmitted to the Union in the same manner and in the same time as Union dues.

2.5 TERMINATION OF EMPLOYMENT

(Union must determine if it desires the entire representation fee to be due and payable upon termination; if so, this clause should provide that upon termination of a non-member for any reason, the Employer shall deduct the undeducted balance of the representation fee from the Non-member's last paycheck and transmit the fee to the Union.)

3. WORK SCHEDULES

3.1 The regularly scheduled workweek shall be forty (40) hours per week, five consecutive days, except for employees in continuous operations not normally scheduled Monday to Friday. The Employer shall continue to normally schedule those employees who are now working a five-day, forty-hour, Monday to Friday schedule in the same manner. Where necessary, the Employer may assign weekend duty to any employee provided such employee(s) have been given 48 hours advance notice, except in a bona fide emergency. If an employee feels he has been an excessive amount of weekend duty, he may file a grievance through the grievance

procedure at either Step 1 or Step 3. Schedules will not be changed to avoid overtime.

- 3.2 In the event it becomes necessary to change the starting time of a shift, the Employer will post a notice 72 hours in advance of such change. The superintendent of the department shall notify and confer with the shop steward before affecting the change but shall not require the approval of the Union before effecting the change.
- 3.3 Wherein the nature of work involved requires continuous operations on a twentyfour (24) hour per day, seven days per week basis, employees will have their
 schedules arranged in a manner which will assure on a rotation basis that all
 employees will have equal share of Saturday and Sunday off distributed evenly
 throughout the year.

4. CALL-IN TIME AND OVERTIME

- 4.1 Any employee assigned or requested to work during periods other than his regularly scheduled shift shall be guaranteed not less than four (4) hours pay, at the rate of time and one-half, regardless of the number of hours actually worked until the start of his regular shift thereafter, shall be paid the appropriate rate at straight time rates.
- 4.2 Overtime is defined as any time worked beyond 40 hours in a workweek, and is granted only when approved by the supervisor, and the following will be paid at time and one-half the employee's regular rate of pay.
 - (a) All work performed in excess of 40 hours in a week and any time in excess of 8 hours in a workday.
 - (b) All work performed on the sixth day.

- (c) Employees required to work on continuous operation on a holiday shall receive time and one-half for hours worked on a holiday, in addition to pay for that day.
- (d) Overtime shall be distributed as equally as possible among employees within the same classifications.

Double time: All work performed on the 7th day shall be paid as double time.

- 4.3 Overtime shall be paid in the pay period earned on the regularly scheduled pay day.
 In case of an error in computation of overtime pay, pay shall be paid with a corrected check.
- 4.4 Overtime shall be assigned on the basis of seniority except where special skills are required.
- 4.5 Any employee on an approved-pay leave of absence, that time shall be considered time worked in computation of overtime.

5. RATES OF PAY

- 5.1 Any employee who performs work in a higher classification than his own, and who performs more than one (1) hour of work in an eight (8) hour day, shall receive that higher rate for 8 hours worked or time worked that day.
- 5.2 Any employee shall be paid the rate of pay for his own classification when performing work of a lower paid classification.
- 5.3 When an employee is promoted to a higher classification, an employee must receive no less than 6% higher than his present rate of pay.

6. SICK LEAVE

- 6.1 Employees covered by this Agreement are entitled to the following sick leave benefits:
 - (a) Beginning with the employees' original date of hire until December 31 of that year, they shall accrue one sick day for each month worked. In the following years of employment, sick leave shall accrue at the rate of one and one-quarter days per month.
 - (b) Unused sick leave shall accumulate from year to year.

7. LEAVE OF ABSENCE

7.1 Leaves of absence for employees shall be granted as provided in the Convention Center's policy manual except as otherwise expand herein.

7.2 MILITARY LEAVE

An employee who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States and is required to undergo field training shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to annual vacation leave, provided the employee presents the official notice from his Commanding Officer prior to the effective date of such leave. Such duty is not to exceed two (2) weeks.

7.3 Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve therein or with the Armed Forces of this State in time of war or emergency pursuant to or in connection with the operation with any system of selective service. Employees having only temporary status who

enter on active duty with the Armed Services of the United States shall be regarded as resigned.

7.4 LEAVE OF ABSENCE WITHOUT PAY

- (a) A permanent employee who is temporarily, whether mentally or physically, incapacitated to perform his duties or who desires to exchange in a course of study such as will increase his usefulness on his return to service, educational training, or for any reason considered valid by the department head and the appointing authority, desires to secure leave from his regular duties, may, with the approval of the department head and the Employer, be granted special leave of absence without pay for a period not to exceed six (6) months. Any employee seeking such special leave without pay shall submit his request in writing, stating the reasons why, in his opinion, request should be granted, the date when he desires leave to begin and the probable date of his return to duty.
- (b) Any employee who is a member of the Union and is legally elevated to an official full-time position in the parent Union shall be granted a leave of absence without pay, to attend to his official duties, for a period not exceeding one year, which period may be renewed for an additional year upon appropriate request and approval.
- (c) Any permanent employee may request a maternity leave of absence not to exceed six (6) months.

An additional six (6) months will be granted upon written requests by the employee.

8. <u>LEAVE OF ABSENCE WITH PAY</u>

8.1 A leave of absence with pay, up to five (5) days, shall be granted to a permanent employee desiring such leave because of death in the immediate family, as

hereinafter defined; upon submission of proof, an additional two (2) days shall be granted for out-of-state travel over 250 miles.

- (a) Mother and Father
- (b) Mother-in-law and Father-in-law
- (c) Brother or Sister
- (d) Spouse
- (e) Children of Employee
- (f) Grandmother and Grandfather
- 8.2 Jury Duty: Permanent employees shall be granted a leave of absence with pay any time they are required to report for jury duty. A copy of the notice to report for jury duty shall be supplied to the Employer.

All monies earned in the performance of jury duty shall be turned over to the Employer.

9. WORKMEN'S COMPENSATION

- 9.1 When an employee is injured on duty, he is to receive Workmen's Compensation Benefits due such employee plus the difference between the amount received as compensation to him and his salary during the period of temporary disability only.
- 9.2 An employee who is injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of the regular shift on that day. An employee who has returned to his regular duties after sustaining a compensable injury who is required by the Workmen's Compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time as is reasonably required to visit the doctor's office.

10. SENIORITY

- 10.1 Seniority is defined as an employee's total length of service with the Employer beginning with his original date of hire.
- 10.2 An employee having broken service with the Employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the Employer.
- 10.3 If a question arises concerning two or more employees who were hired on the same date, the following shall apply: if hired prior to the effective date of this Agreement, seniority preference among such employees are already shown on the Employer's payroll records, first name, first preference, etc. For employees hired on the same date, subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.
- 10.4 The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall make such information available to the Union upon request.
- 10.5 In all cases of promotions, demotions, layoff(s), recall(s), vacation schedules and other situations where substantial employee advantages or disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference provided he has the ability to perform the work involved.
- 10.6 Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts in accordance

with their seniority and qualifications. Such preference will be exercised only when vacancies occur or when for other reasons, changes in the number of employees per shift are being made.

10.7 In no instance, however, will a senior employee with qualifications be required to wait longer than one year in order to exercise his preference of shift over a less senior employee.

11. HOLIDAYS

- 11.1 Holidays will be paid whether they are worked or not.
 - A. The following days are recognized holidays:

New Year's Day Martin Luther King's Birthday Washington's Birthday Lincoln's Birthday Good Friday Memorial Day Fourth of July Labor Day Columbus Day General Election Day Thanksgiving Day Veteran's Day Christmas Day

B. HOLIDAYS WORK

Eligible employee shall receive one day's pay for each of the holidays listed above on which they perform no work. If an employee works on any of the listed holidays he/she shall be paid one and one half times his hourly rate, in addition to his holiday pay, for all hours worked.

C. ELIGIBILITY

 In order to receive holiday pay, an employee must work on the succeeding work day unless his/her failure to work on such day was due to absence because of being on authorized leave as provided for in this Agreement.

- The Employer agrees to pay employees for recognized holidays which occur
 during an absence from work as a result of illness or injury that occurred on
 the job without exception.
- Holidays shall be counted as a day worked for the computation of overtime and also authorized leaves.
- 11.2 Holidays which fall on a Saturday shall be celebrated on the preceding Friday.
 Holidays that fall on Sunday shall be celebrated on the following Monday.
- 11.3 Employees shall receive two (2) personal days during the calendar year for the following reasons only: personal emergency, legal business or religious observance.

 These personal days shall be granted only for the reasons set forth above and cannot be used to extend vacation or sick leave.

12. VACATION

12.1 Vacation schedule for all employees is as follows:

0 to 1 year	_ 1 day per month up to 12 days
2 to 10 years	15 days
11 to 15 years	_ 18 days /
16 to 20 years	21 days
21 years or more	25 davs

12.2 Vacation requests for the duration of five (5) days or more will require a minimum 10 days notice. Vacation requests of one, two or three days will require 72 hours notice.

13. SAFETY AND HEALTH

13.1 The Employer and the Union shall designate safety committee members. It shall be their joint responsibility to investigate unsafe and unhealthful conditions. The Union committee members shall consist of one member from each appropriate unit covered by this contract. It is understood that the Employer has the final responsibility to correct any breach of this clause. They shall meet quarterly as

necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee members representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the Employer's facilities, where employees covered by this Agreement perform their duties for the purpose of investigating safety and health periods not to exceed one (1) hour per day, unless additional time is authorized by the Employer.

14. EQUAL TREATMENT

14.1 The Employer agrees that there shall be no discrimination or favoritism for reasons of age, sex, nationality, race, religion, marital status, political, affiliation, union membership or union activities.

15. MEMBERSHIP PACKETS

15.1 The Employer will allow membership packets furnished by the Union to be placed in a suitable area so they may be obtained by new employees.

16. PRINTING OF THE AGREEMENT

16.1 The contract will be printed by the Union for all employees in a packet edition.

17. WORK RULES

- 17.1 The Employer may establish reasonable and necessary rules of work and conduct for employees, subject to the terms of this Agreement. Such rules shall be equitable applied and enforced.
- 17.2 All existing and future work rules shall be subject to the grievance procedure should the employees feel they are unfair or are applied in a discriminatory manner. The

Employer further agrees to furnish and post work rules ten (10) working days before becoming effective.

17.3 The Employer further agrees to furnish each employee in the Bargaining Unit with a copy of all existing work rules thirty (30) working days after they are effective, new employees shall be provided with a copy of the rules at the time of hire.

18. GRIEVANCE PROCEDURE

- 18.1 This Article shall apply to any difference of opinion, controversy or dispute between the parties hereto relating to any matter of wages, hours or working conditions, or any dispute between the parties involving the interpretation or application of the provisions of this Collective Bargaining Agreement. Any grievance or dispute, that might arise between the parties, will be settled in the following manner:
 - STEP 1. The aggrieved employee or Union Steward at the request of the employee with the employee's immediate supervisor shall take up the grievance or dispute within ten (10) working days of its occurrence. Failure to act within said ten day period shall be deemed to constitute an abandonment of the grievance. The Supervisor shall then attempt to adjust the matter and shall respond to the employee or steward within three (3) working days.
 - STEP 2. If the grievance has not been settled, it shall be presented in writing by the Union Steward (or Union Grievance Committee or employee) to the Director of Facilities within five (5) working days after the Supervisor's response is due. The Director of Facilities shall meet with Union Steward (or Union Grievance Committee or employee) and respond in writing to the Union within seven (7) working days.

STEP 3. If the grievance still remains unadjusted, it shall be presented by the Union Steward (or Grievance Committee or employee) to the Executive Director in writing within five (5) days after the response from the Director of Facilities is due. The Executive Director shall meet with the Union Steward (or Grievance Committee or employee) and respond in writing to the Union within seven (7) working days. Any disciplinary decision involving loss of pay moves to Step 3 automatically.

- Step 4. If the grievance remains unsettled, the representative may, within fifteen (15) working days after the reply of the Executive Director is due, by written notice to the Employer, proceed to arbitration. A request for arbitration shall be made no later than such fifteen day period and a failure to file within said time period shall constitute a bar to such arbitration unless the Union and Employer shall mutually agree upon a longer time period within to adjust such a demand.
- 18.2 With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given. If either of the parties fails to agree upon an arbitrator, PERC shall be requested by either or both parties to provide a panel of five arbitrators. Both the Employer and the Union shall strike another name, etc. and the name remaining shall be the arbitrator. The Arbitrator shall restrict his inquiry to the standards established by the Agreement and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Only his decision shall be final and binding on both parties.
- 18.3 Expense for the arbitrator's services and proceedings under either Sections 18.1 and 18.2 shall be born equally by the Employer and the Union, however, each party shall

be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

18.4 UNION ACTIVITY OR EMPLOYER'S TIME & PREMISES

- A. The employer agrees that during working hours, on the Employer's Premises, and without loss of pay, Union Stewards shall be allowed to:
 - 1. Post Union Notices
 - 2. Distribute Union Literature
 - 3. Attend Negotiation Meeting
 - 4. Transmit communication authorized by the local union or it's officers, to the Employer or it's representatives.
 - 5. Consult with the Employer, it's representatives, Union Officers or other Union Representatives, concerning the enforcement of any provisions of this Agreement.
- B. The Employer agrees that Representatives of the Union whether Local Union Representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union Business, anytime as long as such visit will not materially interfere with normal function.

18.5 A. <u>DISCIPLINARY ACTION OR MEASURES SHALL INCLUDE ON THE</u> FOLLOWING:

- 1. Oral Warnings
- 2. Written Reprimand
- 3. Suspension (notice to be given in writing)

- 4. Discharge (for good and just cause only)
- B. Disciplinary action may be imposed upon an employee for failing to fulfill his responsibility as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular procedures.

The suspension of an employee must begin no later than the close of the employee's next shift, following the Employer's becoming aware of the infraction. All suspension days must be consecutive working days.

The Employer shall not discharge any employee without just cause.

The Union shall have the right to process a discharge as a grievance at the third step of the grievance procedure through the Arbitration Step (if deemed necessary by either party.)

Except where violence and/or the health and safety of other employees may be involved, the Employer shall give the Union notice of discharge of an employee. If discharge, the grievance procedure may be invoked.

The Union shall have the right to take up the suspension and/or discharge as a grievance procedure, and the matter shall be handled in accordance with this procedure, including arbitration.

If the Employer has reason to reprimand the employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

19. GENERAL PROVISION

- 19.1 Bulletin boards will be made available by the Employer at each of the permanent work locations for the use of the Union, for the purpose of posting union announcements and other information of a non-controversial nature.
- 19.2 It is agreed that representatives of the Employer and the Union will meet from time to time upon request of either party to discuss matters of general interest of concern, matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party which shall reflect the precise agenda of the meeting.
- 19.3 During the first year of the agreement the parties may by mutual agreement discuss certain portions of the Agreement that may have developed iniquities and mutually adjust, if necessary.

20. HEALTH AND WELFARE

20.1 All employees and dependents, covered by this Agreement shall be provided with a Dental, Medical, Vision and a Prescription Plan equal to the current benefits now being supplied by the Employer.

20.2 LONGEVITY

Longevity will be computed as of November 30, each year and paid in a lump sum the first or second pay in December of each year.

The anniversary date for all employees is December 1, each year.

Anniversary Date for longevity payment shall be November 30th.

Longevity shall be paid in lump sum payment on the second pay day in the month of December.

LONGEVITY RATES

-	2% of yearly salary
-	4% of yearly salary
-	6% of yearly salary
-	8% of yearly salary
-	10% of yearly salary
	- -

20.3 SALARY INCREASES

Increases to base salary are as follows:

January 1, 1991 (1st 6 month period)	- \$30,737.48	- \$14.78 p/hr
July 1, 1991 (2nd 6 month period)	- \$31,777.48	- \$15.28 p/hr
January 1, 1992 (3rd 6-month period)	- \$32,817.48	- \$15.78 p/hr
July 1, 1992 (4th 6-month period)	- \$33,857.48	- \$16.28 p/hr

January 1, 1993 (5th 6-month period)	- \$34,897.48	- \$16.78 p/hr
July 1, 1993 (6th 6-month period)	- \$35,937.48	- \$17.28 p/hr
Assistant Chief Engineer increases as follows:	•	
January 1, 1991 (1st 6 month period)	- \$33,659.82	- \$16.18 p/hr
July 1, 1991 (2nd 6 month period)	- \$34,699.82	- \$16.68 p/hr
January 1, 1992 (3rd 6-month period)	- \$35,739.82	- \$17.18 p/hr
July 1, 1992 (4th 6-month period)	- \$36,779.82	- \$17.68 p/hr
January 1, 1993 (5th 6-month period)	- \$37,819.82	- \$18.18 p/hr
July 1, 1993 (6th 6-month period)	- \$38,859.82	- \$18.68 p/hr

The first wage increase for Regular Engineers and the Assistant Chief Engineer shall be retroactive to January 1, 1991.

For those employees holding the following licenses, increases, (not included as part of the base salary), will be as follows:

LICENSE	First Year	Second Year	Third Year
Red Seal	\$300.00	\$300.00	\$300.00
Blue Seal	\$200.00	\$200.00	\$200.00
Fireman	\$100.00	\$100.00	\$100.00

20.4 WAGE RATES FOR NEW EMPLOYEES

(a) Employees employed on or after May 16, 1991 shall receive the following wage rates:

Start - \$1.00 less than rate 6 months - \$.50 less than rate

After 1 year - Base Rate

(b) When there is a vacancy, the Union shall have the opportunity to refer candidates to the Employer, with the Employer reserving the absolute right to hire whichever employees it chooses to fill such vacancies.

21. TERMINATION

- 21.1 This agreement shall be effective as of January 1, 1991 and remain in full force and effect until December 31, 1993. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty calendar days prior to the expiration date, that is desired to modify this Agreement. In the event that such notice is given, negotiations and/or notice of termination of this Agreement is given to the other party in the manner set forth in the following paragraph.
- 21.2 In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.
- 21.3 The Employer and Union agree that the negotiations for a new Agreement will be commenced 90 days before the expiration date of this Agreement.

22. SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the Court's decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

IN WITNESS THEREOF, the undersigned have affixed their signatures as duly authorized legal representatives of the Authority and Local #68 on the 28 day of \(\) \

ATLANTIC CITY CONVENTION CENTER

HOWARD PERSINA Executive Director

'A.C.C.C.A Board Member

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B, AFL-CIO

VINCENT J. GIBLIN Business Manager

THOMAS P. GIBLIN

President

CLARENCE G. REED Recording Secretary

Business Representative

APPENDIX A

CLASSIFICATION

Assistant Chief Engineer
Engineer
Maintenance Engineer