

Contract no. 1493

SAK

INSTITUTE OF LABOR RELATIONS  
SCHOOL OF BUSINESS  
RUTGERS UNIVERSITY

**CONTRACT AGREEMENT**  
**BETWEEN**  
**ATLANTIC CITY CONVENTION CENTER AUTHORITY**  
**AND**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION #211**

**JANUARY 1, 1991**  
**TO**  
**DECEMBER 31, 1993**

## PREAMBLE

This Agreement entered into by the Atlantic City Convention Center Authority, herein after referred to as "The Employer", and Local #211, International Brotherhood of Electrical Workers, herein after 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. This agreement shall apply to permanent and staff employees only. Casual employees shall be covered the standard inside construction agreement of Local Union #211.

### 1. RECOGNITION

1.1 The employer recognizes the Union as the bargaining agent for the purpose os establishing salaries, wages, hours and other conditions of employment for all of its employee 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 charges to 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 REPRESENTATION FEE DEDUCTIONS

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 or the tenth (10) day following re-entry into the bargaining unit for employees who previously served in bargaining unit positions and who continued 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 first paycheck to be issued ten (10) days after written 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 work week 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 an employee provides such employee(s) have been given 48 hours advance notice, except in a bonifide emergency. If an employee feels he has been assigned 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 effecting the change but shall not require the approval of the Union before effecting the change.

3.3 Shift changes, or changes in hours of work, will not be used for disciplinary action.

4. 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 work week and is granted only when approved by the supervisor and the following will be paid at time and one-half the employees 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 work day.
- (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 classification.

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 Any employee on an approved paid leave of absence, that time shall be considered time worked in computation of overtime.

5. RATES OF PAY-See 20.3 SALARY INCREASE

6. SICK LEAVE

6.1 Employees covered by this Agreement are entitled to the following sick leave benefits:

- (A) Beginning with 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 on 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 expanded 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 Armed Forces of this State in 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 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 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 request by the employee.

## 8. LEAVES OF ABSENCE WITH PAY

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 addition 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 anytime they are required to report for jury duty. A copy of the notice to report for jury duty will 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 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 reasonable 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, following shall apply: if hired prior to effective date of this Agreement, seniority preference among such employees shall be determined by the order in which 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	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	General Election Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Veteran's Day
Memorial Day	Christmas Day
Fourth of July	

B. HOLIDAYS WORK

Eligible employees shall receive one days 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

1. 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.
2. 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.
3. 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 are 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 days

12.2 Vacation requests for the duration of five (5) days or more will require a minimum 10 day 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 Unions 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 conditions, during working hours with no loss of pay, for 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. 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 The Union's Business Manager, Assistant or Representative shall be permitted a reasonable opportunity to visit work locations throughout the Employer's facilities.

18. GRIEVANCE PROCEDURE

18.1 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 the Union Steward (or Union Grievance Committee and/or employees) 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 the record and makes copies available without charge to the other party and the arbitrator.

#### 18.4 UNION ACTIVITY ON EMPLOYER'S TIME & PREMISES

A. The Employer agrees that during working hours, on the Employer's Premises, and without loss of pay, Union Stewards or President 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 agents of the Union that are not employees of the Employer, shall have full and free access to the premises of the Employer at any time during working to conduct Union business, anytime as long as such visit will not materially interfere with normal function. Said representative shall notify the Office of the proper Department Head prior to each visit.

#### 18.5 DISCIPLINE & DISCHARGE

A. Disciplinary action or measures shall include only the following:

1. Oral Warning
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 discharged, 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 PROVISIONS

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 or 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.

#### 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 Authority.

#### LONGEVITY

20.2 Longevity will be computed as of November 30, each year and paid in a lump sum the first and 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

5 years to 9 years	-	2% of yearly salary
10 years to 14 years	-	4% of yearly salary
15 years to 19 years	-	6% of yearly salary
20 years to 24 years	-	8% of yearly salary
25 years and over	-	10% of yearly salary

20.3 SALARY - The salary as of December 31, 1990, is \$14.21, per hour. (AP)

20.4 SALARY INCREASE

1. Salary increase January 1, 1991 - \$.50 per/hour increase
2. Salary increase July 1, 1991 - \$.50 per/hour increase
3. Salary increase January 1, 1992 - \$.50 per/hour increase
4. Salary increase July 1, 1992 - \$.50 per/hour increase
5. Salary increase January 1, 1993 - \$.50 per/hour increase
6. Salary increase July 1, 1993 - \$.50 per hour increase

The first wage increase shall be retroactive to January 1, 1991.

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 (60) 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. (AP)

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 Authority 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 of.

IN WITNESS THEREOF, the undersigned have affixed their signatures as duly authorized legal representatives of the Authority and Local #211 on the 18<sup>th</sup> day of June, 1991.

ATLANTIC CITY CONVENTION CENTER

UNION REPRESENTATIVES

  
Howard Persina, Executive Director

  
Business Mng., Local #211

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Reginald Weekes, Jr.  
A.C.C.C.A. Board Member

**APPENDIX A**  
**CLASSIFICATION**  
**HOUSE ELECTRICIAN**  
**HOUSE MECHANIC**