

Contract no. ~~1115~~
2097

Revised
4/30/91
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CONTRACT

between

ATLANTIC CITY CONVENTION CENTER AUTHORITY

and

TEAMSTERS LOCAL 331

**Affiliated with the International Brotherhood of
Teamsters, Chauffeurs, Warehousemen and Helpers
of America**

JANUARY 1, 1991

to

DECEMBER 31, 1993

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PREAMBLE: This agreement entered into by the Atlantic City Convention Center Authority, hereinafter referred to as "THE EMPLOYER", and Local #331, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter referred to as "THE UNION", has its' purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I: RECOGNITION

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 listed in Appendix "A" attached hereto. If any employee leaves on the list, they will be replaced with another employee who will become a member of the bargaining unit.

ARTICLE II: DUES CHECK-OFF

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 Secretary/Treasurer of the Union and aggregate deductions of

all employees shall be remitted, to the Secretary/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.

Employees 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.

REPRESENTATION FEE AMOUNT

Within thirty (30) days of the execution of this Agreement, 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 eighty-five (85) percent of the regular membership dues, fees and assessment 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 changes in the representation fee shall be made upon written notification to the Employer.

REPRESENTATION FEE DEDUCTIONS

The annual representation fee shall be deducted from non-member 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 reentry 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.

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 deductions 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, representative fees shall be transmitted to the union in the same manner and in the same time as union dues.

ARTICLE III: NON-DISCRIMINATION

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

ARTICLE IV: UNION RIGHTS

The Union will notify the Employer as to the names of the stewards and accredited representatives. No more than one steward and alternate is to be designated. Representatives of the Union who are not employees of the Employer will be permitted to visit with employees during working hours at their work stations for the purpose of discussing union representative matters.

The steward within the departments shall be allowed to investigate grievances during working time, but shall not disrupt work. Authorized agents of the Union shall have access to the Employers' establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to. The Employer, upon reasonable notice by the Union and steward, shall make available time sheets and records whenever any time sheet or record is in dispute.

The shop steward of the local union will be allowed reasonable time off from work to attend to grievances and business necessary to the administration of this Agreement. Such time shall be granted by the authority or their representative.

ARTICLE V: WORK RULES

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 equitably applied and enforced.

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.

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.

ARTICLE VI: MANAGEMENT RIGHTS

It is the right of the Employer to determine the standards of service to be offered by its agencies, determine the standards of selection for employment, direct its employees, take justifiable action, relieve its employees from duty because of

lack of work or for any other legitimate reason, maintain the efficiency of it's operations, determine the methods, means and personnel by which it its operations are to be conducted, determine the content of job classifications, schedule the hours, take all necessary actions to carry out its mission in emergencies, and exercise complete control and discretion over its organization and the technology of performing its work. The practical impact of the decisions on the above matters are subject to the grievance procedure.

ARTICLE VII: HOURS OF WORK

The regularly scheduled work week shall be Monday through Friday, from 9 a.m. until 5 p.m. with a one (1) hour lunch period. This constitutes a thirty-five (35) hour work week.

ARTICLE VIII: GRIEVANCE PROCEDURE

Any grievance or dispute, that might arise between the parties, will be settled in the following manner.

STEP 1: The grieving employee with the Union Steward or Business Agent may take the matter up with the Immediate Supervisor within ten (10) working days of its occurrence or known 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 Business Agent and Steward within ten (10) working days.

STEP 2: If the grievance has not been settled, it shall be presented by the Business Agent or Union Steward to the Director of Facilities within seven (7) working days after the supervisor's response is due. The Director of Facilities shall meet with the Business Agent or Union Steward and respond in writing to the Union within seven (7) working days.

STEP 3: If the grievance remains unadjusted, it shall be presented by the Business Agent to the Executive Director in writing within seven (7) days after the response from the Director of Facilities is due. The Executive Director shall meet with the Business Agent and respond in writing to the Union within seven (7) working days.

STEP 4: If the grievance remains unsettled, the representative may within thirty (30) 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 thirty (30) days. 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 period within to adjust such a demand.

With regard to subject matters that may be grieved, 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 fail 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 a 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 agreement. Only his decision shall be final and binding on both parties.

Expense for the arbitrator's services and proceedings under the above paragraphs 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 for 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.

ARTICLE IX: HOLIDAYS

All regular employees will be entitled to receive seven (7) hours pay at the straight time rate for the following holidays.

New Years- 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

Holidays which fall on a Saturday shall be celebrated on the proceeding Friday. Holidays that fall on Sunday shall be celebrated on the following Monday.

ARTICLE X: VACATION AND PERSONAL HOLIDAYS

The vacation period shall be from the anniversary date of employment for each year. Employees continuously in the service of the Employer shall receive the following vacation days.

First Year	12 days
Second - Fourth Year	15 days
Fifth - Ninth Year	18 days
Tenth - Fourteenth Year	21 days
Fifteenth - Twentieth Year	25 days
Twenty First and Over	30 days

Vacation requests for the duration of five (5) days or more will require a minimum ten (10) day notice. Vacation request for one (1) to four (4) days, 48 hour notice required. Employees shall have the right to accrue one years vacation. The approval of the Employer is needed for additional carry over.

drugs, eye care and dental care programs. Any increase in the premium for such benefits on and after June 20, 1988 will be paid for by the employee.

ARTICLE XII: LONGEVITY

Longevity shall be paid on the salary of each pay instead of lump sum. Longevity shall be computed on the number of full years in continuous service completed by their anniversary date of each year, in accordance with the following schedule:

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

New Employees hired on and after June 20, 1988 shall receive no longevity increase. (H)

ARTICLE XIII: SICK LEAVE

Section 1: Employees shall be entitled to sick leave of one (1) paid day per month during the first year of employment beginning the month of the employees original date of hire until 12/31 of that year, and fifteen (15) paid work days thereafter commencing on January 1 of that year. Unused sick leave days may be accumulate from year to year.

Employees shall receive up to two (2) personal days during the calendar year upon giving forty eight (48) hours notice for the following reasons only: personal emergency, legal business or religious observance.

Where there is a real emergency, the 48 hour notice will not apply.

ARTICLE XI: HEALTH AND WELFARE

All employees and dependents covered by this Agreement shall be provided a Dental, Medical, Vision, and Prescription Plan comparable to the current benefits now being supplied by the Authority, at full cost to the Authority. There shall be no decrease in the level of benefits to employees and their dependents.

After an employee has used their accrued time for an illness or disability, the Employer will continue the benefits set above at the Employer costs for thirty (30) days. Thereafter the employee has the option to continue benefits at the employees cost until they are terminated or return to work.

Employees hired on and after June 20, 1988: The Employer will continue to maintain and pay for the premiums in effect on June 20, 1988 for medical, hospital, surgical benefits, prescription

Section 2: Upon death, after having served at least ten (10) years of service, said employee shall receive sick leave equal to 100% of the accumulated sick time, computed on their daily rate of pay for the year immediately proceeding said termination up to maximum of \$12,000.00.

ARTICLE XIV: TERMINAL LEAVE

Section 1: Upon employee's retirement said employee shall receive terminal leave equal to 100% of the accumulated sick leave, computed on current daily rate of pay preceding said termination, up to 18 months with full pay. This terminal leave shall exclude all salary increases during the period and accrual of sick and vacation days.

Section 2: The only benefits that shall continue on terminal leave are Pension/Life contributions and Group Health Insurance.

Section 3: Optional Plan - Lump sum payment of 100% of accrued sick leave with a maximum of \$12,000.00

ARTICLE XV: LEAVES, PAID AND UNPAID

A. Service credit shall continue to accrue during paid leaves of absences provided under this Agreement, but shall not accrue during any unpaid leaves of absence except for illness or disability, (or) Military Leave. However, the employee shall be entitled upon their return from the leave of absence without

pay to all service credits earned up to the date their leave commenced.

B. An employee holding a position in the classified service who is temporarily (mentally or physically) incapacitated and unable to perform their duties or who desires to engage in a course of study such as will increase their usefulness on return to service, for any reason considered valid by the Employer or the appointing authority, desires to secure leave from regular duties may, with the approval of the Appointing Authority, be granted a special leave of absence without pay for a period not to exceed six (6) months which may be extended for an additional six months with the Appointing Authority (or Employer) approval. Any employee seeking such special leave without pay shall submit their request, in writing, stating the reasons why the request should be granted, the date when they desire the leave to begin and the probable return date to duty.

C. Military Leave

Any employee who is a member of the National Guard or Reserve of the Military or Naval Force of the United States and is required to undergo field training, shall be granted a leave of absence with pay for a period of such tour of duty. This leave shall be in addition to annual vacation leave, provided the employee presents the official notice (of duty) prior to the effective date of such leave. Such duty is not to exceed two (2) weeks during any given year.

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 an organization authorized to serve therein, or with the Armed Forces of the United States in time of war or emergency or pursuant to or in connection with the operation with any system or selected service.

Employees having only temporary status who enter on active duty with the Armed Forces of the United States shall be regarded as having resigned.

D. Employees shall be entitled to leave pursuant to N.J.S.A. 24:11B-1 et seq., (Family Leave Act) to the extent that same applies to Employer and a given Employee.

E. 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 will be supplied to the Employer.

F. Bereavement Leave

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 the Employee
- F) Grandmother and Grandfather

ARTICLE XVI: CALL-IN TIME AND OVERTIME

Overtime is defined as any time worked beyond 40 hours in a work week.

- 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 (6) day shall be at time and one half time the rate of the job.
- C) Overtime shall be distributed as equally/as possible.
- D) All work performed on the seventh (7) day shall be paid as double time.
- E) If the seventh (7) day is a holiday, the rate shall be double time plus holiday pay.
- F) Call in time shall be a minimum of four (4) hours.

ARTICLE XVII: RATES OF PAY

It is agreed that all employes on the payroll as of January 1, 1991 will receive a \$1 an hour raise retroactive to January 1, 1991 for the first 12 months of the contract, thereafter the

hourly rate will increase as .50 every six months as follows:

1991		1.00 per/hour increase
1/1992	(12 months)	.50 per/hour increase
7/1992	(18 months)	.50 per/hour increase
1/1993	(24 months)	.50 per/hour increase
7/1993	(30 months)	.50 per/hour increase

The minimum rate of pay at the signing of this contract shall be \$14,560 plus the across-the-board raise as outlined above.

The minimum starting rate thereafter will be \$12,740 plus across-the-board increase.

ARTICLE XVIII: SENIORITY

Section 1: In all cases of any decrease or increase of the working force and for promotion, the main factor to be considered will be the length of continuous service for the Employer. In each instance a determining factor shall be ability and necessary qualifications to perform the particular job.

Section 2: The list of employee's rated according to seniority is attached hereto and made a part of this Agreement. The Employer will supply the Union, and the shop steward, each month, with a list of all additions or deductions from the seniority list. The Employer shall keep posted in a conspicuous place a list of employees showing the seniority

date of each. The seniority list shall be prepared from information on file in the personnel department.

Section 3: Probationers shall obtain seniority after ninety (90) days of employment. In cases of layoffs, the employer shall lay off probationers before putting into effect the seniority policy, as stated above. Probationers, after having fulfilled ninety (90) days continuous service, shall date their seniority from the date they were first employed.

Section 4: When it becomes necessary to lay off employees, the Employer will notify the shop steward and the Union of the names of the employees to be laid off, at least two (2) working days in advance of notification to the employee. The shop steward shall use this information only for the purpose of checking the seniority list and of consulting with management when there appears to be reason to disagree with the selection of employees to be laid off.

Section 5: All shop stewards shall have top ranking seniority during the term of their office, irrespective of actual length of service, for layoff and recall only.

Section 6: There shall be no preference of jobs to employees in the same job at any time, except when hours of work are involved in accordance with this Agreement.

Section 7: Seniority shall terminate...

- A) When an employee is discharged.
- B) When an employee voluntarily quits his employment.
- C) At the end of eighteen (18) months after an employee is laid off for lack of work.
- D) Any employee laid off for lack of work, who, within fourteen (14) days does not report for work to their own department after being notified in writing, mailed to their last known address to report, will be considered as having terminated their seniority.
- E) When an employee does not return to work on or before the expiration date of their authorized leave of absence.

Section 8: When the opportunity for a regular job exists, the Employer shall post a notice announcing such a job opportunity.

Section 9: Bids for the job posted must be made by application within three (3) working days after the day the job is posted. If none of the employees who apply for the job have the ability and necessary qualifications to efficiently perform the work of the particular job, the Employer may select any person for the job in accordance with the seniority provision. The job vacated by any employee who receives the job open shall be filled in the same manner.

- A) An employee who through a legitimate bid received the job posted cannot be bumped off by another person at any time

except by a senior person whose job is abolished and who is capable and qualifies to perform efficiently and fulfill adequately the job requirements.

B) Any employee placed on the job which was duly posted and which was not bid off within the three (3) working days stipulated shall have this job as their own as if they had bid it off.

Section 10: Whenever an employee loses their permanent job, has seniority, such employee must select another job within three (3) working days from the time they lose their original permanent job.

Section 11: Layoffs in which employees may bump are limited to those caused by lack of work due to the business conditions.

Section 12: When a layoff is made, the employees will be laid off on the basis of their seniority. However, if an employee to be laid off holds a job no senior employee can fill, such employee will be retained and the next senior employee laid off in their place.

Section 13: Employees laid off for lack of work, when called back to work, shall be re-employed in the unit in order of their seniority and in accordance with seniority provisions set forth herein.

ARTICLE XIX: STRIKES

The Union assures and pledges to the Employer that its goals and purposes are such as to condone no strike or work stoppages, slow down or any other method which will interfere with the service to the public or violate the constitution and laws of the State of New Jersey and the Union will not initiate such activities or advocate or encourage members in other units to initiate same. The Employer will not lockout.

ARTICLE XX: WORKMAN'S COMPENSATION

Section 1: When an employee is injured on duty, they are to receive Workman's Compensation Benefits due each employee plus the difference between the amount received as compensation to them and their salary during the period of temporary disability only, but in no event, for longer than 60 days.

Section 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 their regular duties after sustaining a compensable injury and is required by the workman's compensation doctor to receive additional medical treatment during their regularly scheduled working hours shall receive their hourly rate of pay for such time as is reasonably required to visit the doctors office.

ARTICLE XXI - GENERAL PROVISIONS

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.

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 of grievance as such.

ARTICLE XXII: SEPARABILITY AND SAVINGS CLAUSE

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

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as

above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement of such article or section.

ARTICLE XXIII: TERMINATION

This Agreement shall be effective as of January 1, 1991 and remain in full force 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, their desire 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.

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 days set forth in the preceding paragraph.

The Authority and Union agree that the negotiations for the new Agreement will be commenced ninety (90) days before the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 23rd day of April, 1991, and agree to abide by all terms and conditions as set forth herein.

ATLANTIC CITY CONVENTION

TEAMSTERS LOCAL 331

AUTHORITY

Howard Deven

Joseph Green

Karen M. Aughenbaugh

Charles E. Ludwig

APPENDIX "A"

Seniority

1. Anne Leonard
2. Kathleen Heenan
3. Christine Cannon
4. Carol Ronzo
5. Jerry Taylor
6. Deanna Mason
7. Lidia Giacobbe
8. Melissa Hengeli
9. Carol Ludvigsen

APRIL 23, 1991

In reference to the Teamsters Contract for January 1, 1991 through December 31, 1993, the following adjustments are to be made:

1. ARTICLE VIII: GREIVANCE PROCEDURE
STEP 4. Next to the last sentence, the word ageement is to be changed to ARGUMENT.
2. ARTICLE X: VACATION AND PERSONAL HOLIDAYS
THIRD PARAGRAPH, REGARDING PERSONAL DAYS. ADD THE FOLLOWING SENTENCE:
** These personal days shall be granted only for the reasons set forth above and cannot be used to extend vacation or sick leave.
3. ARTICLE XII: LONGEVITY
LAST SENTENCE: Omit the word INCREASE after longevity.
4. ARTICLE XV: LEAVES, PAID AND UNPAID
E. Jury Duty - to be changed to read as follows:

Employees called to serve on jury duty will be granted a leave of absence with pay for the time of duty. Employees should notify their Supervisor upon receiving notice of jury duty. Any compensation received from the courts for serving as a juror, excluding travel allowance, shall be returned to the Accounting Office. Employees must submit evidence of his/her attendance as a juror and the days served to the Accounting Office.

Any employee summoned to appear as a witness on behalf of the Authority before a Court, Legislative Committee, Administrative Law Judge or Quasi-Judicial Body shall receive his/her salary for the time away from work.

However, an employee who serves as a witness in his/her own behalf must utilize vacation time, personal time or time off without pay.

ATLANTIC CITY CONVENTION AUTHORITY

Howard Deon

TEAMSTERS LOCAL 331

Joseph Young 4/23/91
Ann E. Sudmeyer

