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CONTRACT BETWEEN
THE ATLANTIC CITY CONVENTION CENTER AUTHORITY
AND
THE SECURITY DIVISION OF LOCAL 1447
INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES
AFL-CIO-CLC

JANUARY 1, 1991 TO DECEMBER 31, 1993

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AGREEMENT

Agreement dated the 1st day of January, 1991 by and between the Atlantic City Convention Center Authority, hereinafter referred to as the "Employer", and the Security Division, Local 1447, International Brotherhood of Painters and Allied Trades, AFL-CIO, hereinafter referred to as the "Union".

Article I - Purpose

This agreement is entered into pursuant to the provisions of Chapter 123, Laws of 1974 of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and understanding between the Employer and the Employees: to prescribe the rights and duties of the Employer and Employees: to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interest of all concerned.

Article II - Interpretation

It is the intention of the parties that this Agreement be construed in harmony with the Statutes of the State of New Jersey, the policies of the Atlantic City Convention Center Authority and the Rules and Regulations of the Union.

Article III - Recognition

The Employer recognizes the Security Division Local 1447 as the exclusive negotiating agent and representative for all guards excluding policemen, firemen, craft and blue collar workers as defined under th P.E.R.C. Excluded also are all supervisors as defined in the act and temporary part-time guards except as to the hourly rate contained herein.

The Employer agrees that the Union has the right to negotiate for employees as to rates of pay, hours of work and fringe benefits, working conditions, safety conditions procedures for adjustment of disputes and grievances, and all other related matters as contained in this Agreement.

Article IV - Grievance Procedure

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 and/or Employee) and respond in writing to the Union within seven (7) working days. Any disciplinary decision involving loss of pay moves automatically to Step 3.

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 which to adjust such a demand.

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.

Article V - Check Off

The Employer shall deduct dues, administrative dues, and referral fees from the wages of all personnel covered by this Agreement who have filed with the Employer a proper dues deduction authorization card as required by the laws of the State of New Jersey. The Union shall advise the Employer of the fixed and administrative dues and referral fees. Payments shall be made to the Union on the tenth day of each month following the month monies are deducted.

Article VI - Employee Representation

The Union must notify the Employer of the names of 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 not be permitted to visit with employees during working hours at their working stations for purpose of discussing Union representation matters without notifying the Director of Facilities and Operations.

Article VII - Non-Discrimination

The Employer and Union both recognize that there shall be no discrimination by reason of sex, creed, racial origin, or age as far as employment is concerned or as far as any opportunities for improvement or jobs or as a condition of employment. The Employer further agrees that it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the Union or do anything to interfere with the exclusive representation of the Employer in the appropriate bargaining unit.

Article VIII - 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 its operations; determine methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; schedule 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 Procedures.

Nothing in this Article shall alter or relieve the Employer of any of its obligations undertaken by this Agreement.

Article IX - Savings Clause

In the event that any provisions of this Agreement shall be finally determined to be in violation of any applicable statute or regulation, such determinations shall not impair the validity and enforceability of the remaining other provisions of this Agreement.

Article X - Strikes

The Union assures and pledges to the Employer that its goals and purposes are such as to condone no strike by public employees, nor work stoppages, slowdown, or any other such method which would interfere with service to the public or violate the constitution and laws of the State of New Jersey; and the Union will not initiate such activities nor advocate or encourage members of the unit to initiate the same; and the Union will not support anyone within the unit acting contrary to this provision.

Article XI - Bulletin Board

A. The Union may use bulletin boards for Union material that are not conspicuous to the public.

B. All such notices shall be signed by the President or other authorized official of the Union. ||

Article XII - Union Meetings

One member of the Union who is elected or designated to attend conventions, seminars or similar meetings shall be permitted to attend such functions and shall be granted the necessary time off with forty-eight (48) hours notice to the Employer, with pay, provided that the said time off is a reasonable duration as determined by the person in charge of the project and the Employer. This right of attendance, moreover, shall be governed by any conditions, restriction, or limitations contained in the Constitution and By-Laws of Union.

Article XIII - Staff Employees

Staff employees shall be governed as outlined in the Atlantic City Convention Center Policy Manual.

Article XIV - Anniversary Date

For the purpose of computing yearly salary steps, January 1st will be honored as the service anniversary date for all Staff Security Guards.

Article XV - Past Practice

All conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to Rules and Regulations of the Union and pertinent Rules and Regulations of the Employer. Any of all present benefits which are enjoyed by employees covered by this Agreement that have not been included in the contract shall be continued.

Article XVI - Miscellaneous

1. All full-time employees will be guaranteed a thirty (30) minute lunch or dinner break during their normal working shift.

2. Doctors certificates will be required as outlined in the Employers Policy Manual.

3. Guards shall be required to receive all appropriate training, at the request of the Employer. Such training shall be provided by the Employer. If employees are scheduled to train during their off duty hours, they shall receive a per diem rate of \$20.00 per day training for all time and expenses (which shall include training for all purposes, including fire prevention, CPR, etc.).

4. Seniority

Definition - Seniority means a staff employee's length of continuous service with the Employer since his last date of hire.

5. Probation Period - New employees shall be added to the seniority list ninety (90) days after their date of hire.

6. Seniority Lists - Every six months the employer shall make available seniority lists showing the continuous service of each employee.

7. Break in Continuous Service - If a staff employee returns to work in any capacity within one year, the break in continuous service shall be removed from his record. However,

a staff employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

Article XVII - Wages, Staff, Emergency and Referral Guards

Staff Guards will receive wage increases of ~~4%~~ in their base salary in each year of this three year contract, effective January 1 of each year. The annual salary shall be, for each year, the following:

<u>Guards</u>	<u>1/1/91</u>	<u>1/1/92</u>	<u>1/1/93</u>
Sergeant	\$22,313.23	\$23,205.76	\$24,133.99
1st Tier Guard	\$21,602.34	\$22,466.43	\$23,365.09

Emergency Guards will receive the following rates, during the term of this contract:

<u>1/1/91</u>	<u>1/1/92</u>	<u>1/1/93</u>
\$8.74	\$9.09	\$9.45

Referral Guards will receive the following rates, during the term of this contract:

<u>1/1/91</u>	<u>1/1/92</u>	<u>1/1/93</u>
\$5.93	\$6.17	\$6.41

Article XVIII - Overtime, Staff Guards

Time worked in excess of forty (40) hours in any one week will be calculated at one and one-half (1-1/2) times.

Article XIX - Hospitalization, Staff Guards

All medical, Hospital and Surgical benefits, prescription drug, eye care and dental care programs in existence on December 31, 1990 shall remain in effect.

Benefits may be liberalized during the life of this contract by unilateral action of the Employer.

No existing benefits shall be decreased.

Article XX - Leaves, Staff Guards

A. Leave from duty with full appropriate pay shall be granted the members of the Union negotiation committee who attend meetings between the Employer and the Union for the purpose of negotiating the terms of the contract, provided the employee or employees are scheduled to duty at the time simultaneous to attendance.

B. Sick leave shall be as outlined in the Employers Policy Manual.

C. Injury leave shall be as provided in Section 5.8 of the Employer's Policy Manual.

D. Funeral Leave - When a member of the "immediate family" of a Union member is deceased, that member shall be granted three (3) calendar days leave. The "immediate family" shall include, wife, husband, children, parents, grandparents, sisters, brothers, mother-in-law and father-in-law.

Article XXI - Vacation, Staff Guards

The following vacation schedule shall be applicable:

1 to 8 years	-	12 days
9 to 12 years	-	15 days
13 to 16 years	-	18 days
17 to 20 years	-	20 days
21 years or more	-	25 days

Article XXII - Longevity, Staff Guards

A lump sum annual payment to all eligible employees to be paid in the first pay period of December of each year for full years of continuous service completed by November 30th of that year in accordance with the following schedule:

5 to 9 years	-	2% of annual salary
10 to 13 years	-	4% of annual salary
15 to 19 years	-	6% of annual salary
20 to 24 years	-	8% of annual salary
25 years or more	-	10 % of annual salary

Article XXIII - Retirement - Staff Guards

In addition to any existing Pension benefits available upon retirement, all staff guards shall be entitled to receive

fifty percent (50%) of any unused sick leave at current value to a maximum amount of twelve thousand dollars (\$12,000.00) upon approval of the Employer.

Article XXIV - Emergency and Referral Guards

Attached to this contract is a list of the benefits applicable to Emergency and Referral guards.

Article XXV - Holidays

Recognized holidays for all Staff and Emergency Guards are as follows:

New Years Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veterans Day, Thanksgiving Day and Christmas Day.

Holiday pay plus time and one-half (1-1/2) will be paid to all Staff Guards working in excess of thirty-two (32) hours in any holiday week. Emergency Guards will receive time and one-half (1-1/2) for each hour worked.

If a holiday falls on a Sunday, it will be celebrated on Monday; if on Saturday, it will be celebrated on Friday.

When the Employer declares by formal action, as by Resolution, a Holiday for all employees, those Staff Guards who are required to work on such holiday shall be paid at straight time rate per hour worked plus their holiday pay in excess of thirty-two (32) hours. All Emergency Guards will be paid at the rate of time and one-half (1-1/2) for all actual hours worked.

Article XXVI - Benefits for New Employees (Those Hired After January 25, 1988)

Despite and notwithstanding any other provision in this contract to the contrary, all employees hired after January 25, 1988 (except for the one person hired thereafter to fill the vacancy which then existed, for a regular staff guard position), shall receive the following wages and benefits, instead of those set forth in this contract.

A. The following six (6) holiday shall be observed:

~~New Years Day, Memorial Day, Independence Day,~~
Labor Day, thanksgiving Day and Christmas Day.

Effective April 19, 1991 when a new employee reaches this/her anniversary date the following holidays will be in effect:

First Year: Veterans Day, General Election Day
 Second Year: Martin Luther King's Birthday and
 Lincoln's Birthday
 Third Year: Washington's Birthday, Good Friday,
 and Columbus Day

B. Sick Pay Six (6) day a year.

C. Longevity There shall be no increases based on years of service under either Articles XVII or XXII. Instead, he wage rates over the term of this contract shall be as follows:

<u>Year</u>	<u>Wage Rate</u>
1991	\$19,703.05
1992	\$20,491.17
1993	\$21,310.82

D. Medical Benefits. The Employer will continue to maintain and pay the premiums in effect on December 31, 1987 for the hospitalization benefits covered under Article XIX, provided, however, that any increase in the premium for such benefits on and after January 1, 1988 will be paid for by the employee.

Effective on the first premium due date after the signing of this Agreement, the Employer will pay existing employees premiums as follows:

1/3 for the balance of 1991
 2/3 effective January 1, 1992
 full premium January 1, 1993

Effective January 1, 1991, when a new employee completes his/her first year of employment the Employer will pay the difference in premiums as follows: 1. First year one third (1/3), 2. Second year two thirds (2/3) 3. Third year full benefit premium.

Article XXVII - Administrative Dues

It is agreed that the Employer will deduct ten cents (.10) per actual man hour worked from the gross total wages of all Staff and Emergency Guards covered by this Agreement as Administrative Dues Check-off, as provided by the Union's By-Laws and as authorized by the employees. Remittance shall be as provided for in Article V.

Referral Guards will have 3% of their gross pay deducted and remittance shall be as outlined in Article V.

Article XXVIII - Duration

This Contract shall be in full force and effect from January 1, 1991 until midnight December 31, 1993.

The parties agree that negotiations for a successor agreement shall commence on November 1, 1993.

Article XXIX - Emergency & Referral Guard Lists

The Union agrees to submit a complete list of all its Guard members in good standing at the close of business on December 31, 1991. Only those listed will be considered as Emergency Guards and entitled to its rate.

When the total number of Emergency Guards in good standing falls below thirty (30), the Union will submit a list of qualified acceptable names to the Employer for consideration. The Employer will select from the list submitted, the person or persons best qualified in its judgement to be placed on the Emergency Guard List within thirty (30) days of receipt of this list from the Union.

Article XXX - Contract Completeness

It is expressly agreed and understood that only those items and benefits as specifically outlined in the above twenty nine articles and the Employer's Policy Manual constitute the total agreement between the Employer and the Union.

IN WITNESS WHEREOF the undersigned have affixed their signatures as the duly authorized legal representatives of the Employer and the Union on the 17 day of May 1991.

ATLANTIC CITY CONVENTION CENTER
AUTHORITY

Howard Perera

ATLANTIC CITY CONVENTION CENTER
AUTHORITY BOARD MEMBER

[Signature]

LOCAL 1447 I.B.P.A.T.
AFL-CIO VICE PRESIDENT

Joseph J. Goland

WITNESS LOCAL 1447
ORGANIZING COMMITTEE

Joseph J. Hill
Michael Labasso

FINANCIAL SECRETARY

Paul Mazzone

*Milton
Newbush*



April 20, 1989

1. DURING THE BALANCE OF THE TERM OF THIS CONTRACT:
 - A) EMERGENCY GUARDS - UNION CAN GRIEVE AND ARBITRATE FOR THEM.
 - B) REFERRAL GUARDS - UNION CAN NOT GRIEVE OR ARBITRATE FOR THEM.

2. AS TO BOWEN:
 - A) REINSTATEMENT WITHOUT BACK PAY, EFFECTIVE ~~APRIL~~ ^{MAY} (, 1989, AND TO RETURN TO HIS FORMER PLACE ON THE EMERGENCY LIST.
 - B) HE WILL BE ON PROBATION FOR DURATION OF CONTRACT AND WILL BE DISCHARGED FOR ANY VIOLATION DURING THAT PERIOD.

3. IT IS AGREED THAT IF ANY GUARD LEAVES HIS OR HER POST, WITHOUT BEING RELIEVED, OR BEING AUTHORIZED TO DO SO BY THE ACCCA, IT SHALL BE CAUSE FOR DISCHARGE FOR A FIRST OFFENSE.

Linnetty C. Burton
LOCAL #1441

Howard Bowen
ATLANTIC CITY CONVENTION
CENTER AUTHORITY

[Signature]

ATTACHMENT

EMERGENCY AND REFERRAL GUARDS

The benefits applicable to Emergency and Referral Guards are the following:

1. Minimum. There shall be a 4 hour minimum.
2. Overtime. Overtime will be paid for hours worked over 8 in one day for the same employer or booth in any one day, or after forty (40) hours in any one week regardless of employer in the Convention Center. All overtime hours will be paid at time and one-half (1-1/2).
3. Breaks. Breaks will be based on the following schedule of hours worked:

<u>Hours</u>	<u>Breaks</u>
8	15 minutes, 30 minutes, 15 minutes
7	15 minutes, 15 minutes
6	15 minutes, 15 minutes
5	15 minutes
4	15 minutes