

**AGREEMENT** made and entered into December 9, 2019 by and between **FIRST RESORTS MANAGEMENT CO., INC., 60 N. Maine Avenue, Atlantic City, NJ 08401**, hereafter referred to as "Employer", and **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B, AFL-CIO, 11 Fairfield Place, West Caldwell, NJ 07006**, hereinafter referred to as the "Union."

**WITNESSETH**

WHEREAS, the parties hereto desire to cooperate to stabilize labor relations by establishing general standards of wages, hours, and other conditions of employment, and to insure the peaceful, speedy, and orderly adjustments of differences that may arise from time to time between Employer and its employees, without resorting to strikes, lockouts, boycotts, slowdowns or other economic interferences with the smooth operation of the business of the Employer.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

**ARTICLE I - RECOGNITION**

1. Employer recognizes the Union as the sole and exclusive collective bargaining representative for employees employed by the Employer who are included in the bargaining unit certified by the National Labor Relations Board in Case 4-RC-19669.

2. It is further understood and agreed that reconstruction, maintenance, renovation, alteration and/or rehabilitation of the Hotel and its facilities and appurtenance are covered by this Agreement, when the Employer considers it feasible.

3. The Employer reserves the right to subcontract work as it deems necessary, provided the Employer retains the same number of persons currently covered by the collective bargaining unit agreement.

## ARTICLE II - EMPLOYMENT AND UNION SECURITY

1. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain in good standing, and those who are not members on the effective date of this Agreement shall, on or after the 90<sup>th</sup> day following the effective date hereof, become members in good standing in the Union. In the event that any employee fails to comply with the requirements of this section to the extent of tendering customary dues and initiation fees, Employer shall summarily discharge that employee upon receipt of written demand therefore from the Union. The ninety (90) day period during which new employees are not obligated to become members of the Union shall be designated as a trail or probationary period for the benefit of the Employer, during which period Employer has the right to discharge said employee without cause, and said probationary employees shall not be covered by this Agreement nor derive any benefits thereof.

2. Whenever additional employees are required, Employer shall notify the Union and the Union shall assist Employer in obtaining qualified and competent employees, reserving to itself the right of first referral for potential employees, provided, however, nothing herein contained shall preclude Employer from employing workers on the open market. Whenever an employee is hired or rehired, the Shop Steward shall within thirty (30) days notify the Union in writing of the name and address of said employee.

3. Union agrees to furnish Employer with a memorandum showing the amount of dues payable as members of the Union by each of the employees covered by this Agreement. Likewise, Union agrees to furnish Employer with a memorandum showing the amount of initiation fees, if any, payable to each new member covered by this Agreement. Upon receipt of such memoranda and upon receipt of a signed authorization from the employees, Employer agrees to deduct dues and initiation fees from wages or salaries of the respective employees pursuant to the aforesaid memoranda. Such written authorization shall be irrevocable for successive periods consistent with and coincident to the periods or dates of succeeding collective bargaining agreements

between the parties hereto. Notwithstanding the foregoing, if any employee notifies the Employer and the Union in writing fifteen (15) days prior to the expiration of the time periods stated above his wish to revoke its authority, the same shall be honored.

4. The Union will defend, indemnify, and save harmless the Employer against and from any and all claims, demands, liabilities and disputes arising out of or by reason of action taken or not taken by the Employer for the purpose of complying with Section 2 of this Article.

5. The Employer will remit to the Union all deducted dues monies no later than the 15<sup>th</sup> of the month following the month for which the dues were deducted. If the Dues remittances are not received by the 15<sup>th</sup> of the month following the month for which the dues were deducted the Union will notify the Employer of the delinquency. If dues remittances have not been received by the Union in full within 30 days from the 15<sup>th</sup> of the month following the month for which dues were deducted, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the Arbitrator finds that the Employer was intentionally delinquent in transmitting deducted dues payments to the Union, the Arbitrator shall award interest, 20% of the delinquent amount as liquidated damages, and shall hold the Employer liable for the full cost of the Arbitration including the Union's attorney fees.

### **ARTICLE III- MANAGEMENT RIGHTS**

1. Except as this Agreement otherwise specifically provides, First Resorts Management Co., Inc. retains the exclusive right to hire, direct, assign, and schedule the working force; to plan, direct and to control operations or reorganize or combine any department or branch of operations with any consequent reduction or other change in the working force; to hire and layoff employees; to promulgate reasonable rules and regulations and enforce same; establish new job classifications; to change or combine the job content of the classifications; to determine when and where overtime shall be worked, to establish and schedule the working hours of the employees; to determine the reasonable work pace, work performance levels and standards of performance of the

employees, and to require safety devices and equipment; to introduce new or improved methods or facilities, regardless of whether or not the same cause a reduction in the working force, and in all respects to carry out, in addition, the ordinary and customary functions of management.

2. The Union, on behalf of the Employer, agrees to cooperate with First Resorts Management Co., Inc. to attain and maintain full efficiency in its operations, and First Resorts Management, Co., Inc. agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

3. Should any bargaining unit employee be laid off as a result of the exercise of any of the aforementioned management rights, he will be given priority for any remaining positions within his classification, and positions in other classifications so long as he is able to perform the duties of those positions. Seniority shall be utilized in determining eligibility for available positions.

#### **ARTICLE IV - DISCHARGE AND PENALTIES**

1. First Resorts Management Co., Inc. shall have the right to discharge, suspend or discipline any employee for just cause. Such disciplinary actions may be reviewed under the contractual grievance and arbitration procedure to the extent permitted by law.

2. First Resorts Management Co., Inc. will notify the Union, in writing, of any discharge or suspension within seventy-two (72) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer no later than five (5) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth; to the extent permitted by law, however, commencing at Step 2 of the grievance machinery.

3. Failure by the Union and grievant to file a grievance within five (5) working days shall be deemed a waiver of any further proceeding in this matter and the matter

will be considered and not arbitrable. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays.

#### **ARTICLE V - RESIGNATION**

1. An employee who resigns shall give First Resorts Management Co., Inc., at least ten (10) working days advance notice.

2. An employee who gives notice of resignation as provided above or whose employment is terminated shall be entitled to receive payment for unused vacation time that has been earned on the effective date of the resignation or termination.

3. In case of death of an employee, unused vacation entitlement shall be paid to deceased employee's estate.

#### **ARTICLE VI - SENIORITY**

1. For purposes of this Agreement, seniority shall be defined as length of continuous service from the employee's most current employment date with First Resorts Management Co., Inc.

2. The seniority of employees who successfully complete the ninety (90) day probationary period set forth in Article II, Paragraph 1 above, shall date from that employee's date of hire.

3. Seniority shall be broken by any of the following events:

- (a) Voluntary quit;
- (b) Discharge for cause;
- (c) Failure to work on the next scheduled work day after the Employer sends notice of recall from layoff to the employee's last known address, or failure to so report on the second scheduled work day after such notice is sent by registered or certified mail;
- (d) Failure to report for work upon expiration of a leave of absence;
- (e) Absence from work without notice to the Employer for two (2) consecutive work days.

4. Failure to report or failure to notify the Employer under Subsections (c), (d) or (e) shall not result in a break in seniority, if such failure is due to conditions beyond the employee's control. Any loss of seniority under Subsections (c), (d) or (e) shall constitute a voluntary leaving of work without good cause.

#### **ARTICLE VII - NO DISCRIMINATION**

1. There shall be no discrimination against any employee because of Union membership or lawful Union activities or because of race, color, sex, age, creed, national origin, or liability to military service.

#### **ARTICLE VIII - VACATIONS**

1. All full-time employees covered by this Agreement with less than one year of employment shall not be entitled to any vacation.

2. All full-time employees covered by this Agreement who shall have been regularly employed shall at the start of their 2<sup>nd</sup> year of employment be entitled to 5 days vacation with pay.

3. All full-time employees covered by this Agreement who shall have been regularly employed shall at the start of their 3<sup>rd</sup> year of employment through completion of the 5<sup>th</sup> year be entitled to 10 days vacation, with pay.

4. All full-time employees covered by this Agreement who shall have been regularly employed shall at the start of their 6<sup>th</sup> year of employment through completion of the 10<sup>th</sup> year be entitled to 15 days vacation, with pay.

5. All full-time employees covered by this Agreement who shall have been regularly employed shall at the start of their 11<sup>th</sup> year of employment be entitled to 20 days vacation, with pay.

6. Vacations shall be taken at the convenience of the Employer, but seniority shall be recognized in scheduling the same. Vacation shall be granted at a minimum of one day and a maximum of five (5) consecutive days unless other scheduling

arrangements have been approved by the Employer. Approval of longer periods shall not be unreasonably denied.

7. Vacation time off shall be paid at the employees' base rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives or bonuses.

8. Available vacation may accrue to a maximum of twenty (20) vacation days or one-hundred sixty (160) vacation hours, which is the maximum that can be earned to another benefit year. Vacation time will not be paid in lieu of time off.

9. An employee whose employment is terminated shall be entitled to receive payment for unused vacation time that has been earned on the effective date of the resignation or termination.

10. Paid time off for vacation will not count as time worked for the purpose of calculating overtime.

**ARTICLE IX - HOLIDAYS**

1. All full-time employees covered by this Agreement shall be granted a holiday with pay on the following days:

New Year's Day	January 1 <sup>st</sup>
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	
Christmas Day	December 25 <sup>th</sup>

When an employee's normal work shift includes a holiday and he will not be required to work on the Holiday, the Employer shall notify him at least seven (7) days before the holiday.

2. Holiday pay shall be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would have

otherwise worked on that day. Employees who are required to work on a holiday shall be paid at one and one-half (1.5) times their regular hourly rate for all hours performed on the holiday, in addition to holiday pay.

3. In order to qualify for Holiday pay, the employee must report to work on his last scheduled day before said holiday and his first scheduled day after said holiday, unless said requirement is specifically waived by the Employer. If a Holiday falls during a covered employee's paid absence, such as vacation, Holiday pay will be provided instead of the paid time off benefit that would otherwise have applied. If an employee is scheduled to work on a Holiday but does not report for work, he shall not receive holiday pay unless he shall have been excused by his Employer for working on said Holiday.

4. Paid time off for Holidays will not be counted as hours worked for the purposes of calculating overtime.

#### **ARTICLE X - SICK LEAVE/FLEX TIME**

1. All full-time employees covered by this Agreement shall accrue sick/personal flex leave benefits at the rate of one (1) day or eight (8) hours per month beginning the first of the month following ninety (90) days of employment to a maximum of seven (7) days in the first calendar year of employment. Subsequently, the Employer shall grant seven (7) days of paid flex leave per calendar year. Flex leave accumulation shall be consistent with the Employer's Flex Leave Policy. If the Employer increases the number of flex days offered to other Company employees, employees covered under this Agreement shall also receive the increased time.

2. The employee will notify his supervisor at least two (2) hours, if possible, but in no case later than thirty (30) minutes, prior to his starting time in case it is necessary to be absent because of illness. It is the responsibility of the employee to personally speak with their immediate supervisor, unless it is not possible. The immediate supervisor shall be contacted on each additional day of absence unless a leave has been approved. The employee shall be required to present a doctor's statement after three (3) continuous days



of illness. The Employer reserves the right to require a doctor's statement more frequently in the case of suspected abuse. Three or more consecutive illnesses or an illness that requires continuous follow up treatment will be charged and run concurrently with the Federal Family and Medical Leave Act for all eligible employees.

3. Sick leave shall be granted on the employee's base pay rate at the time of the absence.

4. Sick leave shall not count as time worked for the purpose of calculating overtime.

### **ARTICLE XI - WORK WEEK, WORK DAY, OVERTIME**

1. The normal work week shall consist of forty (40) hours, consisting of five (5) consecutive days and the regular work day shall consist of eight (8) consecutive hours.

2. Time and one-half (1-1/2) shall be paid for all time worked in excess of forty (40) hours in any one week.

3. Any changes in an employee's work week shall be posted at least one (1) week in advance of such change unless such changes are required for reasons of unforeseen circumstances.

4. If an employee is scheduled to work for any eight (8) hour shift, employee shall receive (1) one half (1/2) hour break, as near to the middle of the shift as is possible, on the Employer's time.

5. Each employee shall receive two (2) fifteen (15) minute breaks per shift.

6. Except in cases of emergency, overtime shall be distributed as equally as practicable among available employees on site who, in the opinion of management, are qualified and capable of performing the work available. Overtime work offered but refused by an employee shall be counted as overtime worked for the purpose of determining him equitable distribution of overtime. The available junior qualified employee or employees on site will be assigned and must accept the overtime work if all other qualified employees are unable to accept the assignment. The overtime distribution list will be maintained by the shop steward.

7. Whenever an employee shall be called out in an emergency, he shall be paid for no less than 4 hours regardless of the number of hours actually worked by him.

#### **ARTICLE XII - PROBATIONARY EMPLOYEES**

1. Newly hired employees shall be considered probationary for a period of ninety (90) calendar days from the date of actual work, from the day of employment.

2. During, or up to the ninetieth (90<sup>th</sup>) day of the probationary period, the Employer may discharge any such employee at will and such discharge shall not be subject to the Grievance and Arbitration provision of this Agreement.

#### **ARTICLE XIII - TEMPORARY EMPLOYEES**

1. A temporary employee is one who is hired for a period of up to ninety (90) calendar days and is so informed at the time of hire, and/or is hired for a special project or to replace an employee on Leave of Absence, Medical Leave or Vacation. The said ninety (90) calendar days may be extended by the Employer, at its option, up to an additional ninety (90) calendar days or for the length of the special project, Leave or Medical Leave of the employee being replaced, whichever is greater. Such employee shall become a member of the Union after the expiration of the initial ninety (90) calendar day period. The Employer shall supply the Union with the names of all temporary employees and indicate what position is being filled and for what reason.

2. A temporary employee, who has been employed ninety (90) calendar days or longer, shall be treated as a regular employee for the purposes of filling vacant or available regular positions for which the employee is immediately qualified. A temporary employee, who is retained as a temporary employee after the initial ninety (90) calendar days period, shall be entitled, when replaced by the returning employee, to bump an employee with less Bargaining Unit seniority, provided the individual has the ability to perform the job.

#### **ARTICLE XIV - WAGES**

	<b>1/1/20</b>	<b>1/1/21</b>	<b>1/1/22</b>
LEAD	\$29.11	\$29.84	\$30.58
“A”	\$27.08	\$27.76	\$28.45
“B”	\$23.38	\$23.96	\$24.56
“C”	\$20.67	\$21.19	\$21.72
T. Ford paid above contract rate-	\$32.93	\$33.76	\$34.60

### **ARTICLE XV- VISITATION**

Representatives of the Union shall have the right to visit the First Resorts Management Co., Inc. at reasonable times in order to investigate matters covered by this Agreement and grievances hereunder. Said visits shall not be made at such time or in such a manner as shall prevent the orderly operation of the business, and the Union’s representative shall announce their presence to the Employer when coming on the premises with reasonable notice.

### **ARTICLE XVI - BENEFITS**

1. The Employer shall continue all benefits coverage in effect for employees pursuant to Employer policy provided, however, that an employee subject to this Agreement properly elects to defer a portion of his or her salary to the Union existing annuity or existing pension the Employer may exclude the employee from the 401(k) program and/or any other inconsistent benefit program.

2. The obligation of paragraph one (1) above is contingent upon the Union supplying to the Employer, on a periodic basis, evidence satisfactory to the Employer, in the Employer sole discretion, that the Union annuity and pension does not subject the Employer to any liability of any nature whatsoever.

3. Pension Fund: The Employer agrees to make contributions to the Union Pension Fund as per the following schedule. All contributions are for all straight time

hours paid, based on a forty (40) hour workweek, not to exceed 2,080 hours per year, for every employee covered hereby, retroactive to the first (1<sup>st</sup>) day worked on behalf of employees who have completed their probationary period.

Effective:	January 1, 2020	\$2.30 per hour
	January 1, 2021	\$2.45 per hour
	January 1, 2022	\$2.60 per hour

3. Annuity Fund: The Employer agrees to make contributions to the Union Annuity Fund as per the following schedule. All contributions are for all hours paid including overtime hours, holidays, vacations and sick days, for every employee covered hereby, retroactive to the first (1<sup>st</sup>) day worked on behalf of employees who have completed their probationary period.

Effective:	January 1, 2020	\$1.15 per hour
	January 1, 2021	\$1.30 per hour
	January 1, 2022	\$1.45 per hour

The Employer will forward contributions to the Funds Office by the 15<sup>th</sup> of the month following the month for which the contributions are owed. If the fund contributions are owed, the Union will notify the Employer of the delinquency. If payments have not been received in full by the funds office within 30 days from the 15<sup>th</sup> of the month following the month for which contributions are owed, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the Arbitrator finds that the Employer was intentionally delinquent in making benefit fund contributions, the Arbitrator shall award interest, 20% of the delinquent amount as liquidated damages, and shall hold the Employer liable for the full cost of the Arbitration, including the Union's attorney fees.

**ARTICLE XVII - NO STRIKE OR LOCKOUT**

1. No employee or employees shall engage in any strike, sit-down, slow-down, sit-in, cessation or stoppage or interruption of work, boycott, or other interference with the operation of the Employer.

2. The Union, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer.

3. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer occur, the Union within twenty-four (24) hours of a request by the Employer shall:

A. Publicly disavow such action by the employees.

B. Advise First Resorts Management Co., Inc. in writing that such action by the employee has not been called or sanctioned by the Union.

C. Notify employees of its disapproval of such action and instruct such employees to cease such action, and return to work immediately.

D. Post notices on Union Bulletin Board advising that it disapproves such action, and instruct such employees to cease such action and return to work immediately.

4. First Resorts Management Co., Inc. agrees that it will not lock out employees during the term of this Agreement.

#### **ARTICLE XVIII - GRIEVANCE PROCEDURE**

1. A grievance shall be defined as a dispute or complaint arising between the parties hereto under this Agreement or the interpretation, application, performance or any alleged breach thereof, and shall be processed and disposed of in the following manner:

Step 1: When a grievance is presented, shall be reduced to writing, signed by the grievant and/or his or her Union representative, and presented to the grievant's

department head or his designee. A grievance shall be submitted on the grievance form developed by the Union. A grievance so presented to Step 1 shall be answered by First Resorts Management Co., Inc. in writing, within five (5) days after its presentation.

Step 2: If the grievance is not settled in Step 1, the grievance shall, within three (3) working days after the answer in Step 1, be presented to Step 2. A grievance shall be submitted in this Step to the Manager of Human Resources, or his designee, in writing, within five (5) days after grievance meeting is held.

Failure on part of First Resorts Management, Co., Inc., to answer a grievance at any Step shall be deemed a denial and permit the Union to proceed to the next step.

Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 2 in the first instance, within the time limit specified in Article IV, Section 2.

2. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

3. Any disposition of a grievance for which no appeal is taken within the time limits specified herein shall be deemed resolved, and shall not, thereafter, be considered subject to the grievance and arbitration provisions of this Agreement.

4. A grievance which affects a substantial number or class of employees, and which First Resorts Management Co., Inc. representatives, designated in Step 1, lacks authority to settle, may initially be presented to Step 2 by the Union representative.

5. Nothing contained in this Agreement shall be construed to provide that an employee may disobey the assignment, directive, rule, regulation or management determination until a final decision has been made regarding the grievance, except where an imminent threat to the grievant's safety or health exists.

## **ARTICLE XIX - ARBITRATION**

1. A grievance, as defined in Article XVIII, which has not been resolved thereunder may, within ten (10) working days after completion of Step 2, of the grievance procedure, be referred for arbitration by First Resorts Management Co., Inc., or the Union, to the New Jersey State Board of Mediation. The arbitration shall be conducted under the Voluntarily Labor Arbitration Rules of the New Jersey State Board of Mediation, in effect at that time.

2. The fees and expenses of the arbitration shall be borne equally by the parties.

3. The award of an arbitrator hereunder shall be final and binding upon First Resorts Management Co., Inc., the Union and employees.

4. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section 1 of Article XVIII, and he shall have no power to add to, subtract from, or modify in any way the terms of the Agreement.

#### **ARTICLE XX - SAFETY**

1. The Union and the Employer agree that it is in the best interests of all members of the bargaining unit to maintain a safe and healthy work place and to observe all safety requirements.

2. Violations of established safety policies and procedures shall be grounds for disciplinary action up to and including discharge.

#### **ARTICLE XXI - JURY DUTY**

1. All full-time employees of the bargaining unit who serves as juror on a regularly scheduled work day or days shall be paid the difference only between the amount received by him for such services and his daily hourly rate, to a maximum of ten (10) days per year. Upon receipt of notice, employee will provide to Human Resources the following:

- (a) Seventy-two (72) hours of notice of such case.
- (b) Copy of court order to "appear".

(c) Official court documentation as to appearance and amount paid Juror by court.

2. It is understood that employees will be expected to report to work if excused from Jury Duty during normal work hours which reasonably coincide with scheduled work time. The Employer shall have the right, at any time, to have any employee called for Jury Duty, relieved, in any manner permitted by law.

3. Jury Duty shall not count as time worked for the purpose of calculating overtime.

#### **ARTICLE XXII - FUNERAL LEAVE**

1. After one (1) year of continuous service, members of the bargaining unit shall be permitted time off, with pay, to a maximum of three (3) scheduled work days, for the purpose of arranging and attending the funeral of a member of the employee's immediate family, as defined as, mother, father, spouse, brother, sister, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandparents. Pay shall be the daily base hourly rate. The Employer reserves the right to require official notification and/or proof of death and attendance at funeral.

2. Funeral Leave shall not count as time worked for the purpose of calculating overtime.

#### **ARTICLE XXIII - SHOP STEWARDS**

1. The Business Manager shall appoint a shop steward and/or designee from among the bargaining unit employees and the Employer agrees to recognize those individuals as such.

2. The Union agrees to notify the Employer in writing of the employees selected to serve as shop steward. There shall be no discrimination against a shop steward for the performance of his duties. Any infractions of the Agreement will be brought to the attention of the supervisor on working time provided; however, there shall



be a shop steward or designee for such purpose at each shift. The activities of the shop steward shall not reasonably interfere with the performance of his work duties and shall not interfere with the operations of the Employer.

#### **ARTICLE XXIV - GENERAL CONDITIONS**

1. The Employer shall furnish four (4) sets of shirts and trousers (and/or coveralls) and launder same at no cost to the employees. Uniforms will be replaced on an as needed basis, which shall be determined by the Employer.

2. Notwithstanding anything in the contract to the contrary, all paid non-working time including, but not limited to, meal periods, rest and coffee breaks periods granted during an eight (8) hour shift shall be limited to a total of sixty (60) minutes, which will be handled by A) two (2) fifteen (15) minutes breaks and B) a thirty (30) minute meal period as near to the middle of the employee's shift as possible.

3. Employees shall be paid on a weekly basis, or in accordance with Employer policy, after notification to the Union.

4. An employee employed on or before January 1, 2003 shall be entitled to receive either one meal or a meal period during the course of an eight (8) hour shift, as near to the middle of the shift as possible. If First Resorts Management Co., Inc. does not provide a meal during the eight (8) hour shift a food allowance shall be submitted. All employees hired after January 1, 2003 shall receive a meal period with no meal or allowance.

5. When payday falls on a holiday specified in the contract, First Resort Management, Co., Inc. shall make every effort to pay the day before the Holiday, provided, however, the paychecks are available.

6. The Employer shall reimburse the employee for the costs of tuition or enrollment fees for pre-approved training courses upon evidence of successful completion of course.

## **ARTICLE XXV - BARGAINING UNIT WORK**

Supervisors and other employees of First Resort Management Co., Inc. will not perform bargaining unit work except in the following instances:

1. Instructing and training employees.
2. When sufficient employees are not available or readily obtainable.
3. In unforeseen emergencies.

Nothing in this Article shall preclude such employees from continuing to do the amount of bargaining unit work they presently perform.

## **ARTICLE XXVI - EMPLOYMENT STATUS**

1. Full-time: Employees who are regularly scheduled to work thirty-two (32) hours or more per week. Full-time employees are eligible for the benefits provided herein subject to terms, conditions and limitations of each benefits program.

2. Part-Time: Employees who are regularly scheduled to work less than thirty-two (32) hours per week and are in a position that is year round. Part-time employees are not eligible for the benefits provided herein subject to terms, conditions and limitations of each benefit program.

3. Seasonal: Employees who are regularly scheduled to work thirty-two (32) hours or more per week and are in a position that is not year-round. Seasonal employees are not eligible for the benefits provided herein subject to terms, conditions and limitations of each benefit program.

4. Temporary: As provided in Article XIII above.

## **ARTICLE XXVII - SAVINGS CLAUSE**

In the event that any portion of this Agreement is invalidated by the passage of legislation or a final decision of a court or government agency of competent jurisdiction, such invalidation shall apply only to that portion thus invalidated and all remaining portions of this Agreement not invalidated shall remain in full force and effect. Any

substitution for the invalidated portion which is mutually agreed upon between the parties shall be reduced to writing and shall thereupon become a part of this Agreement.

**ARTICLE XXVIII - SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties hereto and upon their respective successors, assigns and legal representatives.

**ARTICLE XXIX - TERMS OF CONTRACT**

This Agreement shall become effective January 1, 2020, and shall continue in full force and effect until midnight December 31, 2022, and from year to year thereafter unless either party gives written notice to the other at least sixty (60) days prior to any expiration date as to its desire to modify or terminate this Agreement.

*IN WITNESS WHEREOF*, the parties hereto have set their hands and seals the day and year first above written, in Atlantic County, State of New Jersey.

FIRST RESORTS MANAGEMENT  
CO, INC.

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

\_\_\_\_\_  
ROXANNE PASARELLA  
PRESIDENT & CEO

\_\_\_\_\_  
THOMAS P. GIBLIN  
Business Manager

\_\_\_\_\_  
EDWARD BOYLAN  
President & Business Representative

\_\_\_\_\_  
RAYMOND SIMIONE  
Recording Secretary