

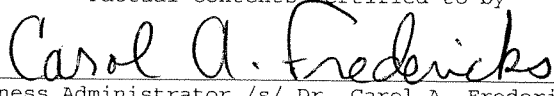
Resolution of the City of Atlantic City

No. 134

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by


City Solicitor /s/


Business Administrator /s/ Dr. Carol A. Fredericks

Prepared by City Solicitor's Office

Council Member Marsh AND MANCUSO Presents the following Resolution:

WHEREAS, the City of Atlantic City has been involved in collective bargaining with the International Brotherhood of Electrical Workers, Local Union #351; and

WHEREAS, an agreement has been reached between the parties, as reflected in the attached Memorandum of Agreement.

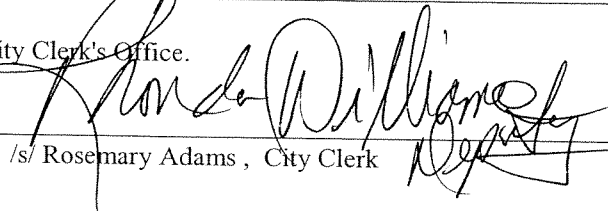
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City that the Mayor is hereby authorized to execute and the City Clerk to attest the attached Memorandum of Agreement and any further memorialization and/or formalization of such Memorandum of Agreement between the City and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, Local Union #351 for the term of four (4) calendar years beginning December 31, 2007 through December 31, 2011.

haj February 4, 2008 4:18:06 PM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
MANCUSO	/				/		SCHULTZ	/					/
MASON	/						SMALL	/					
MOORE	/						TIBBITT	/					
ROBINSON				/			WARD	/					
							MARSH, PRESIDENT	/					
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: FEB 13 2008


/s/ Rosemary Adams, City Clerk

A-6226
AMS
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MEMORANDUM OF UNDERSTANDING BETWEEN
IBEW LOCAL UNION 351 AND CITY OF ATLANTIC CITY

- 1. The parties agree that this Memorandum will become effective upon its signing to replace and continue the Agreement expiring December 31, 2007.
- 2. This agreement shall commence December 31, 2007 and will be continued for a period of 4 calendar years, expiring December 31, 2011.

3. **ARTICLE IX - SCHEDULE AND OVERTIME**

Section 2: Overtime - any hours worked other than the normal work day hours during the week, Monday through Friday connected to the normal work day, shall be paid at time and one half (1 1/2). All hours worked on Saturday are at time and one-half (1 1/2); all hours on a Sunday are at double time (2). Overtime assignments will be given out according to the City's present practice according to seniority, except where exigent circumstances dictate otherwise. All overtime will be offered to Building Inspectors first, then to other classifications.

Section 5: When authorized by the Appointing Authority with an approved out-of-title form, employees working out-of-title in the capacity of either a specific Sub-Code Official or the Construction Official will be paid for all hours worked in that position as follows:

- (a) Construction Official - Employees working out-of-title as Construction Official shall receive that Construction Official's base pay rate.
- (b) Sub-Code Official - Employees working out-of-title for a specific Sub-Code Official shall receive that Sub-Code Official's base pay rate.

Section 6: Any hours worked not connected to the normal work day shall be paid at a minimum of four hours overtime.

4. **ARTICLE X - VACATION**

Section 1: The following shall be the vacation formula.

1 st year	12 days
2 - 4 years	16 days
5 - 9	19 days
10 - 14 years	22 days
15 - 20 years	26 days
21 years or more	31 days

5. **ARTICLE XIV - HOSPITALIZATION AND HEALTH INSURANCE**

Section 3: Effective the date of execution, members shall pay a \$10.00 co-pay for generic medications and a \$15.00 co-pay for brand name medications.

Section 5: Retiring employees covered by this Agreement and their eligible dependents have the option to obtain Health Coverage and Prescription Benefits by enrolling in the employer's Retirement Benefits Program (Rev. 7-21-04) pursuant to Ordinance 61 of 2004.

6. **ARTICLE XXIV - SALARY**

Section 1.

Effective January 1, 2008, full-time employees shall receive a 4 % increase in base salary.
Effective January 1, 2009, full-time employees shall receive a 4 % increase in base salary.
Effective January 1, 2010, full-time employees shall receive a 4% increase in base salary.

Effective January 1, 2011, full-time employees shall receive a 4% increase in base salary.

Section 2. Effective 1/1/08, minimum salary base rate for construction license shall be:

<u>HHS</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
	\$60,926	\$63,363	\$65,898	\$68,334
<u>RCS/ICS</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
	\$48,742	\$50,692	\$52,720	\$54,829
<u>Senior Building Inspector</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
	\$68,237	\$70,968	\$73,807	\$76,759

Section 2.b: As there has been no clear cut starting salary the union proposes a first year starting salary of 90% of the Inspector's salary at the time of hiring, employee will continue to make 90% of Inspector's salary for the entire first year. After completing first year, employee will move to 95% of the Inspector's salary and continue to make 95% for entire second year. The Inspector will move to the present Inspector salary after completing second year.

Section 4: All current employees as of the signing of this agreement shall be grand fathered with respect to salary; while given three (3) years to acquire proper license by 12/31/09.

Section 5: All current employees as of the signing of this agreement who are in their first or second year of employment shall be moved into the appropriate level of pay for the license they hold and their years of employment. They shall move up the scale on their anniversary date of hire with the city.

Section 6: New inspectors will be hired at the highest license level they hold.

Section 7: When an inspector achieves their HHS license, then they shall have their base rate of pay brought up to the HHS license rate of pay. If an inspector is in their first or second year of employment they will move to the same year level at the HHS level pay scale. Their anniversary date to move up the pay scale shall not change.

7. **ARTICLE XXII - CLOTHING AND TOOL ALLOWANCE**

Section 1: All newly hired inspectors shall be provided uniforms.


5 long sleeved shirts
5 short sleeved shirts
2 pairs of pants
1 winter jacket
1 sweater
associated patches and badges

Section 2: The Annual clothing allowance for employees eligible shall be \$600.00

Section 3: The city shall supply cell phones to all inspectors at the cities expense.

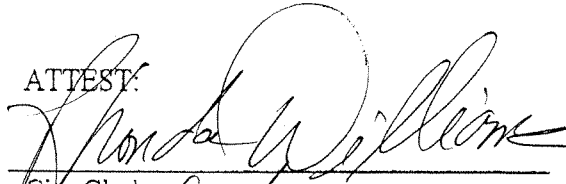
8. All other terms and conditions in the current Collective Bargaining Agreement remain in full force and effect between the parties.


CITY OF ATLANTIC CITY




Scott Evans, Mayor

ATTEST:



City Clerk 

IBEW LOCAL UNION 351



Edward H. Gant, Business Manager

The within Agreement approved as to form and execution



City Solicitor

Dated: 2/4/08