

# Resolution of the City of Atlantic City

No. 852

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

Factual contents certified to by

City Solicitor /s/

Business Administrator /s/ Domenic F. Cappella

Prepared by City Solicitor's Office

Council Member MANCUSO Presents the following Resolution:

**WHEREAS**, the City of Atlantic City has been involved in collective bargaining with the **American Federation of State, County and Municipal Employees, AFL-CIO, Local #2303**; and

**WHEREAS**, an agreement has been reached between the parties, as per the collective bargaining meetings;

**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 said **MEMORANDUM OF AGREEMENT AND/OR COLLECTIVE BARGAINING AGREEMENT** between the City and the **American Federation of State, County and Municipal Employees, AFL-CIO, Local #2303**, covering the period from **JANUARY 1, 2006** through **DECEMBER 31, 2009**.

I hereby certify this is a true copy of an original document on file in the Office of the City Clerk.

*Florida Williams*  
Florida Williams, Assistant City Clerk

ts November 16, 2007 3:43:21 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	X				X		SCHULTZ	X					
MASON	X						SMALL	X					
MOLLINEAUX	X						TIBBITT	X					
ROBINSON	X					X	WARD	X					
MARSH, PRESIDENT								X					
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: NOVEMBER 14, 2007

*Rosemary Adams*  
/s/ Rosemary Adams, City Clerk



CITY OF ATLANTIC CITY

DEPARTMENT OF LAW

ANTHONY A. SWAN, ESQ.  
ACTING DIRECTOR

CITY HALL - ROOM 406  
1301 BACHARACH BOULEVARD  
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MICHAEL A. MAGAZZU, ESQ.  
JOHN C. HEGARTY, ESQ.  
STEPHANIE A. OLIVO, ESQ.  
MICHAEL J. PERUGINI, ESQ.

MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ATLANTIC CITY AND AFSCME  
COUNCIL 71 LOCAL 2303

The negotiation teams for the above named parties agree to the following terms as constituting their collective negotiations agreement and agree to recommend these terms to their respective members for ratification. All proposals previously agreed to shall be incorporated herein, and all other terms of employment not changed shall remain status quo.

1. The term of the contract shall be for 2006, 2007, 2008 and 2009.
2. Salaries: all current members employed as of January 1, 2006 will receive raises as follows:  
2006- \$1,300.00  
2007- \$1,300.00  
2008- \$1,900.00  
2009-\$1,900.00

Current employees hired after January 1, 2006 will receive retroactive pay prorated from the date of hire.

The minimum starting salary will be increased to \$20,000.00 for 2008 and increase by 1.5% for 2009.

3. Health Care: Prescription co pays will be increased to \$10 for generic and \$15 for brand name.
4. Management Rights clause will be added as follows:

It is the right of the City 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 the methods, means and personnel by which 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 City's decisions on the above matters are subject to the grievance procedure. Nothing in this article shall alter or relieve the City or the Union of any of its obligations undertaken by this agreement.

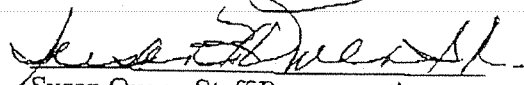
5. Special Leave

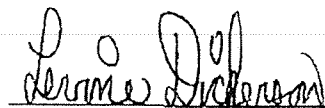
With regard to any special leaves, paid or unpaid requested by employees, the burden of ensuring such leave is requested shall be borne by the employee. The employee shall inquire regarding leave directly from the Personnel Department when it becomes known to the employee that they will need or require any extended or special leave. The employee understands that an approved leave must be granted in writing from the Personnel Director or the Business Administrator. The Personnel Director, Business Administrator or their designees shall respond, whether positively, negatively or requesting additional information, to any request for additional leave with 24 hours of the request being made. Any employee exceeding the approved term of the leave is subject to discipline up to and including termination.

6. Physical Examinations

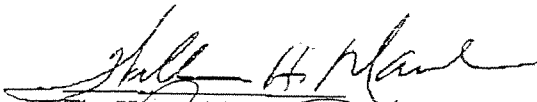
The City may at its own option require an employee to see the designated City's doctor at the City's expense if the employee is out of work because of an illness or injury for 5 consecutive days, or has a pattern of absence or if the employee expresses an inability to complete task associated with the employee's job assignment for mental or physical reasons. The City may at its own expense require an employee to undergo drug and alcohol testing should the City have a reasonable suspicion that the employee is under the influence of drugs or alcohol. The City may also at its own expense require an employee to undergo a fitness for duty examination should the City determine or the employee expresses an inability to perform their job duties.

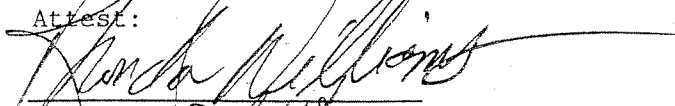
AFSCME LOCAL 2303

  
Susan Owen, Staff Representative  
10-29-07

  
Levine Dickerson, President Local 2303  
10/29/07

City of Atlantic City

  
The Honorable William H. Marsh, Action Mayor City of Atlantic City

Attest:  
  
City Clerk

Date: 11/16/07



CITY OF ATLANTIC CITY

DEPARTMENT OF LAW

CITY HALL - ROOM 406  
1301 BACHARACH BOULEVARD  
ATLANTIC CITY, N.J. 08401  
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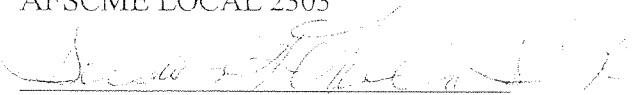
ANTHONY A. SWAN, ESQ.  
ACTING DIRECTOR

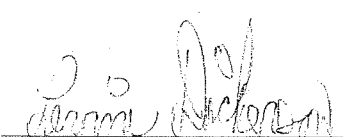
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ADDENDUM TO THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ATLANTIC CITY AND AFSCME COUNCIL 71 LOCAL 2303

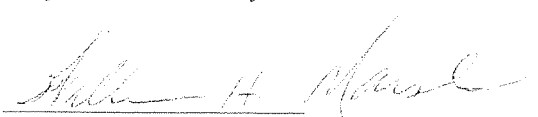
If the bargaining units representing all employees of the City of Atlantic City agree to enter the State Disability Program, the City will take all steps for enrollment in same. The Union understands that the City's position is all in or all out, and that the employees are responsible for required contribution.

AFSCME LOCAL 2303

  
Susan Owen, Staff Representative  
10-29-07

  
Levine Dickerson, President Local 2303  
10/29/07

City of Atlantic City

  
The Honorable William H. Marsh, Action Mayor City of Atlantic City

**AGREEMENT**

**between the**

**CITY OF ATLANTIC CITY**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO**

**District Council 71**

**Local 2303**

**January 1, 2006 – December 31, 2009**

## TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1 – RECOGNITION .....	2
ARTICLE 2 – CHECK-OFF .....	2
ARTICLE 3 – WORK SCHEDULES .....	4
ARTICLE 4 – CALL-IN TIME AND OVERTIME .....	6
ARTICLE 5 – RATES OF PAY .....	8
ARTICLE 6 – SICK LEAVE WITH PAY .....	9
ARTICLE 7 – LEAVE OF ABSENCE .....	9
ARTICLE 8 – LEAVE OF ABSENCE WITH PAY .....	12
ARTICLE 9 – WORKER’S COMPENSATION .....	13
ARTICLE 10 – SENIORITY .....	14
ARTICLE 11 – HOLIDAYS .....	15
ARTICLE 12 – VACATION .....	16
ARTICLE 13 – SAFETY AND HEALTH .....	17
ARTICLE 14 – EQUAL TREATMENT .....	19
ARTICLE 15 – MEMBERSHIP PACKETS.....	19
ARTICLE 16 – PRINTING OF THE AGREEMENT .....	19
ARTICLE 17 – WORK RULES.....	20
ARTICLE 18 – GRIEVANCE PROCEDURE.....	20
ARTICLE 19 – UNION STEWARDS AND UNION REPRESENTATION .....	23
ARTICLE 20 – UNION ACTIVITIES ON CITY TIME AND PREMISES .....	23
ARTICLE 21 – DISCIPLINE AND DISCHARGE .....	25
ARTICLE 22 – GENERAL PROVISIONS.....	26
ARTICLE 23 – HEALTH AND WELFARE .....	27
ARTICLE 24 – LONGEVITY .....	28
ARTICLE 25 – SALARY INCREASES .....	29
ARTICLE 26 – TERMINAL LEAVE.....	30
ARTICLE 27 – TERMINATION .....	30
ARTICLE 28 – EDUCATIONAL PLAN.....	32
ARTICLE 29 – SAVINGS CLAUSE .....	33
ARTICLE 30 - MANAGEMENT RIGHTS .....	33
APPENDIX A.....	35
APPENDIX B .....	36

## **PREAMBLE**

This Agreement entered into by the City of Atlantic City, hereinafter referred to as the “City,” and Local 2303, affiliated with AFSCME, AFL-CIO, hereinafter referred to as the “Union,” has as its purpose the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of difference; and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE 1 – RECOGNITION**

1.1 The City recognizes the Union as the bargaining agent for the purpose of establishing salary, wages, hours and other conditions of employment for all of its employees in the classifications listed under Appendix “A” attached hereto and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include. All provisions as stated herein shall apply to all Blue Collar Workers in all Departments in the City of Atlantic City covered by this Agreement and its addendums (Including lifeguard title).

## **ARTICLE 2 – CHECK-OFF**

2.1 The City 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 amounts to be deducted shall be certified to the City by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, to the Treasurer of the Union and the list of the names of all employees for whom the deductions are made. The revocation of this authorization shall be in accordance with the provisions of applicable statutes as presently existing or as may be amended.

### 2.2 A. **REPRESENTATION FEE DEDUCTION**

The parties agree that all employees in the bargaining unit who do not become members of the Union during any Union membership year shall have deducted from their salaries and forwarded to the Union a representation fee in a manner and in an amount as provided below.



B. REPRESENTATION FEE AMOUNT

Within thirty (30) days of the execution of this Article, the Union shall notify the City of the representation fee sum to be deducted from non-members' salaries for the remainder of the year. Thereafter, the Union shall notify the employees of the appropriate annual representation fee on an annual basis. Said sum shall not exceed 85 percent of the regular membership dues, fees and assessments charged to Union members unless the Legislature amends the existing ceiling rate whereupon the representation fee deducted shall be that amount set by the Union and consistent with the amended legislation. Any change in the representation fee shall be made upon written notification to the City.

C. REPRESENTATION FEE DEDUCTIONS

The annual representation fee shall be deducted from non-members salaries in substantially equal monthly (biweekly) installments. Representation fee deductions from the salaries of all nonmember-employees shall commence within thirty (30) days following the beginning of their employment in a bargaining unit position or the tenth (10) day following re-entry into the bargaining unit for employees who previously served in bargaining unit positions and who continued in the employ of the public employees in a non-bargaining unit position and persons being re-employed in such a unit from a re-employment list. For the purposes of this Article, ten-month employees shall be considered to be in continuous employment.

If, during the course of the year the non-member becomes a Union member, the City 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 City shall commence deduction of the representation fee with the first paycheck to be issued ten (10) days after written notification of the change in status. After deduction, representation fees shall be transmitted to the Union in the same manner and at the same time as Union dues.

D. TERMINATION OF EMPLOYMENT

(Union must determine if it desires the entire representation fee to be due and payable upon termination; if so, this clause should provide that upon termination of a non-member for any reason, the City shall deduct the undeducted balance of the representation fee from the non-member's last paycheck and transmit the fee to the Union.)

E. INDEMNIFICATION OF CITY

The Union agrees to indemnify, defend and hold and save the City harmless from any causes of action, demand, claim, suit, loss, damages or any other liability that shall arise out of or by reason of action taken under this Article.

**ARTICLE 3 – WORK SCHEDULES**

3.1 The regularly scheduled workweek shall be forty (40) hours per week, five consecutive days, except for employees in continuous operations not normally scheduled Monday to Friday. The City shall continue to normally schedule those employees who are now working a five day-forty hour, Monday to Friday schedule in the same manner. Where necessary, the City may assign weekend duty to any employee provided such employee(s) have been given 48 hours advance notice, except in a bona fide emergency. If an employee feels he has been assigned an excessive amount of weekend duty, he may file a grievance through the grievance procedure at either Step 1 or Step 3. Schedules will not be changed to avoid overtime.

FLEX-TIME SCHEDULE: Current employees, hired prior to September, 2004, may voluntarily change their work schedule with the consent of Administration. An example of flex time is as follows: A sanitation division laborer hired January 1, 2004, with a work schedule of Monday through Friday, may with the consent of Administration, change his/her work schedule (example) to Wednesday through Sunday.

- a) New Hires, anyone hired on or after September 2004 shall be scheduled as needed.
- b) Employees that voluntarily change their schedule or are hired for an alternate work schedule cannot grieve weekend work.
- c) Employees that voluntarily have changed their work schedule or who have been hired for Flex schedule can, in writing, to their supervisor, request to change to a Monday through Friday schedule based on first-come, first-served availability.

3.2 In the event it becomes necessary to change the starting time of a shift, the City will post a notice 72 hours in advance of such change. The superintendent of the department shall notify and confer with the shop steward before effecting the change but shall not require the approval of the Union before effecting the change.

3.3 Where more than one work shift per day within a given classification as identified in appendices A & B attached hereto is in effect, employees within such classification will be given preference of shifts in accordance with their seniority and qualifications. Such preference will be exercised only when vacancies occur or when for other reasons, changes in the number of employees per shift are being made.

3.4 In no instance, however, will a senior employee with qualifications be required to wait longer than one year in order to exercise his preference of shift over a less senior employee.

- 3.5 Shift changes, or changes in hours of work, will not be used for disciplinary action.
- 3.6 Wherein the nature of work involved, requires continuous operations on a twenty-four (24) hour per day, seven days per week basis employees will have their schedules arranged in a manner which will assure in a rotation basis that all employee will have an equal share of Saturday and Sunday off distributed evenly throughout the year.

#### **ARTICLE 4 – CALL-IN TIME AND OVERTIME**

4.1 Any employee who is requested and returns to work during period other than his regularly scheduled shift shall be guaranteed not less than four (4) hours pay, at the rate of time and one-half, regardless of the number of hours actually worked until the start of his regular shift thereafter shall be paid the appropriate rate at straight time rates.

4.2 The pay period shall be 12:01 A.M. Monday through 12:00 PM (midnight) Sunday.

Overtime refers to all time worked beyond the regular hours of duty.

Time and one-half the employee's regular rate of pay, shall be paid for work under the following conditions:

- (a) All work performed after 8 hours in one day.
- (b) All work performed on the sixth day in the workweek, as (defined above).
- (c) All work performed after 40 hours in one workweek, as defined above.

Double-time: All work performed on the 7<sup>th</sup> day in the workweek, as defined above shall be paid as double time.

It is understood that the sixth day worked in a seven day cycle is at time and one-half and the seventh day worked in the same seven day cycle is double-time.

It is also understood that for a fourteen (14) day work cycle, the first day off is designated for time and one-half pay and second day off is designated for double time.

- 4.3 All overtime shall be paid promptly in the next regular payroll check after overtime is performed.
- 4.4 Overtime shall be voluntary and by seniority except in an emergency declared by the City Government and/or their Department Head. There shall be no discrimination against any employee declining to work overtime in a normal situation.
- 4.5 In the event an employee is legally absent he shall not be denied overtime compensation for any overtime worked in accordance with 4.2.

## **ARTICLE 5 – RATES OF PAY**

- 5.1 Any employee who performs work in a higher classification than his own, and who performs more than one (1) hour of work in an eight (8) hour day shall receive that higher rate for 8 hours or time worked that day.
- 5.2 An employee shall be paid the rate of pay for his own classification when performing work of a lower paid classification.
- 5.3 When an employee is promoted to a higher classification, an employee must receive no less than 6% higher than his present rate of pay.
- 5.4 An employee who is promoted shall receive the greater of 6% of his present rate of pay or \$500. This provision shall not be retroactive.
- 5.5 The pay scales for all blue collar employees covered by this Agreement shall be set forth in Appendix B.
- 5.6 The classification for all blue collar employees covered by this Agreement shall be set forth in Appendix A.
- 5.7 Longevity for all blue collar workers shall be set forth in Appendix C for those covered by this Agreement.
- 5.8 Shift employees shall be paid at the rate of \$.50 per hour additional from 4 P.M. to 12 Midnight and \$.70 per hour additional from 12 Midnight to 8 A.M.
- 5.9 Up-front posting of time: On January 1<sup>st</sup> of each year, all vacation, sick and personal time will be added to the employee's record (i.e. posted "up-front"), and can be utilized during the year as it relates to Articles and Sections of this contract.
- 5.10 Employees will not be required to work out-of-title, in another bargaining unit except in a bona fide emergency, and to cover no more than 4 weeks for vacation for supervisor with prior notice.

## **ARTICLE 6 – SICK LEAVE WITH PAY**

- 6.1 Ordinance 11 of 1942 and all Amendments.
- 6.2 Effective January 1, 1989 establish sick leave incentive programs as follows: An employee who has thirty (30) or more sick days in the bank in a year and who uses twenty-percent (20%) or less of the total bank days, shall receive a cash bonus not in salary payment of \$200.00. After consultation with the Union the City shall have the right to terminate this program.

## **ARTICLE 7 – LEAVE OF ABSENCE**

- 7.1 Leaves of absence for employees shall be granted as provided in Civil Service Statutes and rules and regulations except as otherwise expanded herein.

### **7.2 SPECIAL LEAVE**

With regard to any special leaves, paid or unpaid requested by employees, the burden of ensuring such leave is requested shall be borne by the employee. The employee shall inquire regarding leave directly from the Personnel Department when it becomes known to the employee that they will need or require any extended or special leave. The employee understands that an approved leave must be granted in writing from the Personnel Director or the Business Administrator. The Personnel Director, Business Administrator or their designees shall respond, whether positively, negatively or requesting additional information, to any request for additional leave within 24 hours of the request being made. Any employee exceeding the approved term of the leave is subject to discipline up to and including termination.

7.3 MILITARY LEAVE OF ABSENCE

An employee who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States and is required to undergo field training, shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to annual vacation leave, provided the employee presents the official notice from his Commanding Officer prior to the effective date of such leave. Such duty is not to exceed two (2) weeks.

7.4 Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve therein or with Armed Forces of this State in time of war or emergency pursuant to or in connection with the operation with any system of the selective service. Employees having only temporary status who enter on active duty with the Armed Services of the United States shall be regarded as having resigned.

7.5 LEAVE OF ABSENCE WITHOUT PAY

(a) A permanent employee holding a position in the classified service who is temporarily, whether mentally or physically incapacitated to perform his duties or who desires to engage in a course of study such as will increase his usefulness on his return to service, or for any reason considered valid by the department head and the appointing authority, desires to secure leave from his regular duties may, with the approval of the department head and the City be granted special leave of absence without pay for a period not to exceed six (6) months. Any employee seeking such special leave without pay shall submit his request, in writing, stating the reasons why, in his opinion, request should be



granted the date when he desires leave to begin and the probable date of his return to duty.

- (b) Any employee who is a member of the Union and is legally elevated to an official full time position in the parent Union shall be granted a leave of absence without pay, to attend to his official duties, for a period not exceeding one year, which period may be renewed for an additional year upon appropriate request and approval.

## **ARTICLE 8 – LEAVE OF ABSENCE WITH PAY**

8.1 A leave of absence with pay, up to five (5) days, shall be granted to a permanent employee desiring such leave because of a 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 or father
- (b) Mother-in-law and father-in-law
- (c) Brother or sister
- (d) Spouse
- (e) Children of employee
- (f) Grandmother and grandfather
- (g) Grandchildren
- (h) Stepchildren
- (i) Significant other living in the household

A one (1) day leave of absence with pay shall be granted to a permanent employee desiring such leave because of the death of an Aunt or Uncle. The term Aunt or Uncle shall apply only to blood aunts and uncles.

8.2 Union Leave: Any five (5) members of the Union who are elected or designated to attend a function of the Union's International or other subordinate body, shall be permitted to attend such functions and shall be granted duration as determined by the person in charge of the project and the City. This right of attendance, moreover, shall be governed by any conditions, restrictions or limitations contained in the International Constitution of the Union.

8.3 Union Business: The President of the Local Union or the President's designee, will be allowed sufficient time off from work to attend to grievances and other Union business necessary to the administration of this Agreement. Such time shall be granted by the Director or his Representative.

8.4 All employees who are members of the bargaining unit shall have all rights and privileges under the Family Medical Leave Act and New Jersey State Leave Act.

## **ARTICLE 9 – WORKER’S COMPENSATION**

- 9.1 When an employee is injured on duty, he is to receive Worker’s Compensation Benefits due such employee plus the difference between the amount received as compensation to him and his salary during the period of temporary disability only.
- 9.2 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 his regular duties after sustaining a compensable injury who is required by the worker’s compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time as is reasonably required to visit the doctor’s office.
- 9.3 Physical Examinations: The City may at its own option require an employee to see the designated City’s doctor at the City’s expense if the employee is out of work because of an illness or injury for 5 consecutive days, or has a pattern of absence or if the employee expresses an inability to complete task associated with the employee’s job assignment for mental or physical reasons. The City may at its own expense require an employee to undergo drug and alcohol testing, should the City have a reasonable suspicion that the employee is under the influence of drugs or alcohol. The City may also at its own expense require an employee to undergo a fitness for duty examination should the City determine or the employee expresses an inability to perform their job duties.

## **ARTICLE 10 – SENIORITY**

- 10.1 Seniority is defined as an employee's total length of service with the City beginning with his original date of hire.
- 10.2 An employee having broken service with the City (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the City.
- 10.3 If a question arises concerning two or more employees who were hired on the same date, the following shall apply: If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the City's payroll records, first name, first preference, etc. For employees hired on the same date, subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.
- 10.4 The City shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall make such information available to the Union upon request.
- 10.5 Except where New Jersey Civil statues require otherwise, in all cases of promotions, demotions, layoff(s), recall(s), vacation schedules and other situations where substantial employee advantages or disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference provided he has the ability to perform the work involved.

## ARTICLE 11 – HOLIDAYS

11.1 Holidays will be paid whether they are worked or not.

The following days are recognized holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	General Election Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Veteran's Day
Memorial Day	Christmas Day
Fourth of July	

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

11.3 When an employee works on one of the above holidays, he will receive an additional day's pay at time and one-half.

11.4 When the City declares by formal action a holiday for all employees, those who are required to work on such holidays shall be given a compensatory day at a later date. This provision has no applicability when holidays are declared or granted pursuant to a contract with Representative Associations or Unions.

11.5 Employees shall receive three personal days for the reasons set forth below:

- (a) Personal Emergency
- (b) Legal Business
- (c) Religious Observance

**ARTICLE 12 – VACATION**

12.1 Effective January 1, of the current year, the vacation schedule shall be as follows:

0 to 1 year	-----	12 days
2 to 5 years	-----	15 days
6 to 10 years	-----	18 days
11 to 15 years	-----	21 days
16 to 20 years	-----	25 days
21 years or more	-----	30 days

The City shall have the right to limit the number of employees on vacation at any time in order for the City to maintain the necessary levels of service and manpower as deemed required by the Director.

12.2 If due to the request of the City, an employee cannot utilize all or part of his vacation, he/she may carry over the unused portion to the next succeeding year.

12.3 If an employee chooses not to utilize all or part of his vacation, he/she may request permission to carry over all or part of the unused portion to the next succeeding year.

12.4 Employees shall provide notice of short-term vacation (less than three (3) days) of no less than forty-eight (48) hours.

12.5 Employees shall provide notice of long-term vacation (three (3) days or more) of no less than thirty (30) days.

12.6 Failure to provide adequate notice shall result in forfeiture of vacation preference.

12.7 Employer shall respond to short-term vacation requests no later than forty-eight (48) hours after submission of initial request.

12.8 Employer shall respond to long-term vacation requests (three (3) or more days) within ten (10) calendar days after receipt of employee's submission provided this does not interfere with the seniority mechanism.

12.9 On January 1<sup>st</sup> of each calendar year, the City shall advance the number of vacation days as dictated by Article 12.1. Employees shall accrue those vacation days prorated on a monthly basis. Employees may use advanced vacation days to be accrued in the coming calendar year in anticipation of continued employment, provided that, in the event of an employee's termination, employee's must repay to the City the value of all used but un-accrued vacation days from employee's final paycheck.

### **ARTICLE 13 – SAFETY AND HEALTH**

13.1 The City and Union shall designate safety committee members. It shall be their joint responsibility to investigate unsafe and unhealthful conditions. The Union committee members shall consist of one member from each appropriate unit covered by this contract. It is understood that the City has the final responsibility to correct any breach of this clause. They shall meet quarterly as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee members representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the City's facilities, where employees covered by this Agreement perform their duties for the purpose of investigating safety and health conditions, during working hours with no loss of pay, for periods not to exceed one (1) hour per day, unless additional time is authorized by the Superintendent, or the City. Safety committee members will be kept informed of all change under OSHA, PEOSHA and Environment State Law to the extent the City is on notice thereof.

13.2 TOOL ALLOWANCE

- (a) Tool allowance: Any employees that have to work with their own tools will be paid for replacement and/or upkeep, or City will furnish same.
- (b) All uniforms/safety equipment must be returned prior to receiving termination/severance benefits or wages due upon termination.

13.3 CLOTHING ALLOWANCE

The clothing allowance shall be supplied during the first week of November in each year of the Agreement. Said allowance shall be pro-rated depending upon actual service during the calendar year.

The clothing allowance shall be a total of \$500.00 per year. The City shall, continue for the life of the agreement, provide uniforms; the employees shall have the responsibility to maintain and replace them. Parties recognize that the City shall have the right to mandate the work requirement that employees wear uniforms. New employees shall purchase uniforms with the allowance provided for in this section.

The City shall make a single issue, one time, of the following uniform to permanent employees required to have a uniform:

- 3 long sleeve shirts
- 3 pants
- 1 spring jacket
- 1 winter jacket or Carhardt, at the employee's option
- 1 rain gear (pants, coat & boots)
- 2 caps (winter & summer)
- 3 short sleeve shirts
- 1 shoe set

The City, with consultation with Union, shall set the date that new employees receive this single issue after such employee completes the probation period.



The employee shall be responsible to maintain and replace the uniform. The parties shall create the Fair Wear and Tear Committee of equal City and Union members not to exceed a total of four.

- 13.4 The Safety and Health Committee shall become involved in the tool and clothing allowance.

#### **ARTICLE 14 – EQUAL TREATMENT**

- 14.1 The City Agrees that there shall be no discrimination or favoritism for reasons of age, sex, nationality, race, religion, marital status, political affiliation, Union members or Union activities. All new City positions will be posted.

#### **ARTICLE 15 – MEMBERSHIP PACKETS**

- 15.1 The City will allow membership packets furnished by the Union to be placed in a suitable area so they may be obtained by new employees.

#### **ARTICLE 16 – PRINTING OF THE AGREEMENT**

- 16.1 The Agreement will be printed by the Union for all employees in a packet edition. The cost of such printing shall be divided equally between the City and the Union. The Agreement will be Union printed and contain the Union insignia.

## **ARTICLE 17 – WORK RULES**

- 17.1 The City 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.
- 17.2 The City agrees that in the event of the establishment of any work rules in the future, ten working days notice shall be provided to the Union and employees before such rules are to become effective, except in the case of emergencies, as determined by the Department Director.

## **ARTICLE 18 – GRIEVANCE PROCEDURE**

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

**STEP 1.** The aggrieved employee or the 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 Superintendent and/or Director of Public Works within five (5) working days after the Supervisor's response is due. The Superintendent and/or Director of Public Works shall meet with the Union Steward (or Union Grievance Committee or employee) 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 Union Grievance Committee or employee) to the Personnel Director in writing within five (5) days after the response from the Superintendent is due. The Personnel Director, Business Administrator or designee shall meet with the Union Steward (or Union Grievance Committee or employee) and respond in writing to the Union within seven (7) working days. Any disciplinary decision involving loss of pay moves to Step 3 automatically.

STEP 4. If the grievance remains unsettled, the representative may, within twenty-five (25) working days after the reply of the Personnel Director, Business Administrator or designee is due, by written notice to the City, proceed to arbitration. A request for arbitration shall be made no later than such twenty-five day period and a failure to file within said time period shall constitute a bar to such arbitration unless the Union and City shall mutually agree upon a longer time period within which to adjust such a demand.

18.2 With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by an arbitrator to be selected by the City 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 City and Union shall strike another name, etc., and the name remaining shall be the arbitrator. The arbitrator shall restrict his inquiry to the standards established by the Agreement and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Only his decision shall be final and binding on both parties.

- 18.3 Expense for the arbitrator's services and proceedings under either Sections 18.1 and 18.2 shall be borne equally by the City and Union, however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays the record and makes copies available without charge to the other party and the arbitrator.
- 18.4 The Union will notify the City, in writing, of the names of its employees who are designated by the Union as shop stewards. Such employees will be permitted to confer with other Union employees, during working hours without loss of pay for periods not in excess of one (1) hour per day unless additional time is needed to complete the hearing consultation.
- 18.5 Agents of the Union who are not employees of the City, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters, so long as such right is reasonably exercised and there is no undue interference with work progress.
- 18.6 The City and the Union agree, in conjunction with the grievance procedure, that each will give reasonable consideration to requests of the other party for meetings to discuss grievances pending at any step of the Grievance Procedure.

**ARTICLE 19 – UNION STEWARDS AND UNION REPRESENTATION**

- 19.1 The City recognizes six (6) Union Stewards with respect to all matters relating to grievances and the interpretation of this Agreement. The City shall deal with any one (1) Steward and the Union President and the Union President's designee in all matters relating to grievances and the interpretation of this Agreement.
- 19.2 In the discretion of the Department Head and/or immediate Supervisor, the authorized, appropriate Union Steward and the President and the President's designee shall be granted a reasonable amount of time off during working hours to investigate and settle grievances.

**ARTICLE 20 – UNION ACTIVITIES ON CITY TIME AND PREMISES**

- 20.1 The City agrees that during working hours, one (1) of the six (6) authorized stewards and the Union President and the Union President's designee shall be allowed, on City premises and without loss of pay, to do the following:
- (a) Post Union notices;
  - (b) Distribute Union literature
  - (c) Attend mutually scheduled negotiations meetings;
  - (d) Transmit communications, which are authorized by the local union or its officers to the City or its representatives.
  - (e) Consult with the City or its representatives concerning the enforcement of any provisions of this Agreement.
- 20.2 Before any of the activities outlined in Section 20.1 are undertaken, the employee's supervisor shall be notified and there shall be no disruptions whatsoever of the normal work flow. Supervisors shall not unreasonably deny permission to employees to

undertaken those responsibilities. Whenever possible such activities shall be undertaken during lunch or other break time.

20.3 The City agrees that official representatives of A.F.S.C.M.E., its Local, its District Council, or its International Representatives, shall have free access to the premises of the City at any time during working hours to conduct legitimate Union business, so long as such business does not interfere with the normal work flow. Any such representative shall notify the appropriate supervisor and Department Head prior to any visit.

## ARTICLE 21 – DISCIPLINE AND DISCHARGE

- 21.1 Disciplinary action shall generally consist of any or all of the following:
- (a) Oral warning
  - (b) Written reprimand
  - (c) Suspension
  - (d) Discharge
- 21.2 It is also recognized that any form of disciplinary action which is authorized by Civil Service Statutes or Regulations shall also be permissible.
- 21.3 Any disciplinary action or measure imposed upon an employee, which legally cannot proceed through the Civil Service system may proceed as a grievance through the regular grievance procedure.
- 21.4 Disciplinary action may be imposed upon an employee for failing to fulfill his or her responsibilities as an employee. The authority issuing the disciplinary action must make a sincere attempt to notify the employee privately.
- 21.5 Except where violence and/or the health and safety of other employees may be involved, the City shall give the Union notice of discharge of an employee. If discharged, the grievance procedure may be invoked.
- 21.6
- (a) The City shall not discharge any permanent employee without just cause.
  - (b) The Union shall have the right to process a discharge as a grievance, where otherwise applicable, at the Department Head level of the grievance procedure, and proceed through arbitration if allowed by law.
  - (c) Unless there is not other reasonable alternative, if the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

## **ARTICLE 22 – GENERAL PROVISIONS**

- 22.1 Bulletin boards will be made available to the City 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.
- 22.2 It is agreed that representatives of the City and the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, which shall reflect the precise agenda of the meeting.
- 22.3 If the City sub-contracts existing services to a private contractor, any permanent employee not afforded an opportunity to be placed in another City job that is available or with the private contractor, the employee shall be entitled to four (4) weeks severance pay.
- 22.4 During the first year of agreement the parties may by mutual agreement discuss certain portions of the Agreement that may have developed inequities and mutually adjust, if necessary.
- 22.5 There is to be established a Job inequities Committee.
- 22.6 The City will provide a desk and filing cabinet that can be locked and a bulletin board at the City Yard.



## ARTICLE 23 – HEALTH AND WELFARE

- 23.1 The City will maintain the current level of Health and Welfare benefits throughout the term of this Agreement.
- 23.2 The City if it desires can become self-insured with its insurance plans at no decrease in benefits at no cost to employees. The benefits described in 23.1 and 23.2 above are:

- Dental
- Optical
- Prescription
- Blue Cross:Blue Shield
- Pru Care
- Omni Care
- Healthways
- Medi Group

It is understood that the above benefits are granted to the customary rules and regulations of the Employer Insurance Division and the Benefit Carrier.

- 23.3 Effective at the signing of this agreement, the prescription co-pay shall be \$10.00 for generic medication and \$15.00 for brand named medication.
- 23.4 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, which is attached hereto and incorporated into this Agreement as Appendix "B".

## ARTICLE 24 – LONGEVITY

- 24.1 Longevity will be computed as of November 1<sup>st</sup>, each year and paid in lump sum, on or about December 1<sup>st</sup> each year or the first Friday of December each year.
- 24.2 The Anniversary Date for all employees is December 1<sup>st</sup> each year.
- 24.3 This covers employees currently on the payroll.
- 24.4 The Anniversary Date for longevity payment shall be November 1<sup>st</sup>.
- 24.5 Longevity shall be paid in lump sum payment on or about December 1<sup>st</sup> each year or the first Friday of December each year. In lieu of the foregoing, employees have the option to choose, once per year, to have longevity paid as part of their regular pay.

24.6 LONGEVITY RATES

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

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## **ARTICLE 25 – SALARY INCREASES**

- 25.1 Effective January 1, 2006, all employees on the payroll as of that date in all grades and classifications shall receive a total wage increase of \$1,300.00 across the board on their respective annual salaries.
- 25.2 Effective January 1, 2007, all employees on the payroll as of that date in all grades and classifications shall receive a total wage increase of \$1,300.00 across the board on their respective annual salaries.
- 25.3 Effective January 1, 2008, all employees on the payroll as of that date in all grades and classifications shall receive a total wage increase of \$1,900.00 across the board on their respective annual salaries.
- 25.4 Effective January 1, 2009, all employees on the payroll as of that date in all grades and classifications shall receive a total wage increase of \$1,900.00 across the board on their respective annual salaries.
- 25.5 All increases shall be retroactive to January 1, 2006. Current employees hired after January 1, 2006 will receive retroactive pay prorated from the date of hire.
- 25.6 Starting Salary: The minimum starting salary will be increased to \$20,000.00 for 2008 and increase by 1.5% for 2009.
- 25.7 The parties specifically agree and understand that with respect to all of the foregoing wage increases, those increases shall not apply to employees who have resigned or were terminated as of the date of the signing of the memorandum of agreement for this new contract. All of the foregoing wage increases shall apply only to those employees of the City who are actively engaged in the employment with the City on the date of the signing of the Memorandum of Agreement. No wage increase shall be applicable to any employee who is not actively engaged in employment on the date of the signing of the Memorandum,

with the exception of those who had retired or were deceased while they were still in the active employ of the City. Part-time employees shall receive pro-rata increases.

### **ARTICLE 26 – TERMINAL LEAVE**

26.1 As of July 1, 1989, the following terminal leave policy will be in effect:

(a) Upon retirement, all employees shall be entitled to a maximum of eighteen (18) months

(subject to §d.) of terminal leave with full pay excluding:

(1) All salary increases during the period.

(2) Sick and vacation days cannot be accumulated while on terminal leave.

(b) The only benefits that shall continue on leave.

(1) Pension Contributions

(2) Group Insurance

(c) Optional Plan.

Lump sum payment of fifty percent (50%) of accrued sick leave with a maximum of fifteen-thousand dollars (\$15,000.00)

(d) New Employees.

Employees hired on or after July 1, 1987 shall only be entitled to a maximum of twelve (12) months terminal leave.

(e) This policy shall not be retroactive

### **ARTICLE 27 – TERMINATION**

27.1 This Agreement shall be effective as of January 1, 2006 and remain in full force and effect until December 31, 2009. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) calendar days prior to the expiration date that is desired to modify this agreement. In the event that such notice is

given, negotiations and/or notice of termination of this Agreement is given to the other party in the manner set forth in the following paragraph.

27.2 In the event that either party desires to terminate this Agreement written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

27.3 The City shall have the right to transfer and reassign employees covered in the Agreement to any department to fill a vacancy on a permanent basis, based on seniority and qualifications. The City shall further have the right to reorganize any department, also to make changes to improve its efficiency and productivity of all its departments. It is understood that pools of employees, may be formed by the City for reassignment to other departments but the right to fill a vacancy or not fill one is at the sole discretion of the City. There shall be no layoffs without mutual agreement with the Union. In the event there is no agreement, the matter shall be arbitrated under the arbitration provisions of this Agreement.

27.3A The foregoing provision is not intended to contravene the applicable rules, laws and regulations set forth by the New Jersey Department of Personnel (Civil Service).

27.4 The City and Union agree that the negotiations for a new Agreement will be commenced 90 days before the expiration date of this Agreement.

27.5 It is understood that the Public Employment Relations Commission (PERC) will have the authority to resolve any dispute over the titles listed in Appendix A as to whether they are to be considered as part of the Unit covered in this Agreement.

**ARTICLE 28 – EDUCATIONAL PLAN**

- 28.1 The City shall be obliged to reimburse the cost of tuition for the employees who enroll in courses in accredited institutions of higher learning provided that:
- (a) The course, credit and non-credit, in which they enroll bears a reasonable relationship to their present work assignment.
  - (b) Prior approval to take such courses is secured in writing from the employee's director, which approval the City shall not unreasonably withhold.
  - (c) The rate of reimbursement at a graduate or undergraduate level shall be equal to the per credit course now in effect at Rutgers, the State University.
  - (d) The rate of reimbursement for non-credit courses shall be the full cost of tuition.
  - (e) The number of credits per year for which an employee shall be reimbursed shall not exceed twenty (20). Said reimbursement shall be paid to the employee within sixty (60) days after completion of course or module.
  - (f) All non-related courses mandated by an institution as a requisite for a degree or certificate shall be eligible for educational increments.
- 28.2 When the City mandates that an employee must attend a job-related course or school, all expenses, including travel, lodging and tuition, must be paid in advance by the City.
- 28.3 Any employee, as of January 1, 2000, who completed his/her degree from an accredited college while employed by the City shall receive a one-time salary bonus upon submitting adequate proof of receiving said degree as follows:
- |                  |          |                  |            |
|------------------|----------|------------------|------------|
| Associate Degree | \$250.00 | Bachelor Degree  | \$500.00   |
| Master's Degree  | \$750.00 | Doctorate Degree | \$1,000.00 |
- 28.4 This Article is not retroactive before January 1, 2000.

## **ARTICLE 29 – SAVINGS CLAUSE**

- 29.1 If any Article or Section of this Agreement or of any Supplement or Riders thereto should be held invalid by operation of 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 as to its validity, the remainder of this Agreement and of any Supplements or Riders thereof, or the application of such Article or Section to personal 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.
- 29.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the City or the Union for the purpose of arriving at a mutually satisfying replacement for such article or section during the period of invalidity or restraint. There shall be no limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

## **ARTICLE 30 - MANAGEMENT RIGHTS**

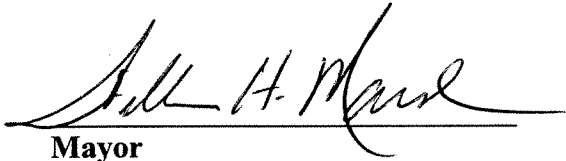
It is the right of the City to determine the standards of service to be offered by its agencies, determine the standards of selection for employment, direct its employees, take justifiable action, relieve its employees from duty because of lack of work or for any other legitimate reason, maintain the efficiency of its operations, determine the methods, means and personnel by which its

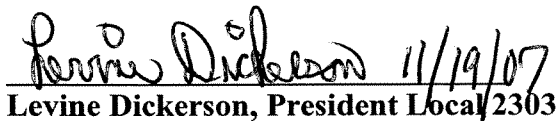
operations are to be conducted, determine the content of job classifications, schedule the hours, take all necessary actions to carry out its mission in emergencies, and exercise complete control and discretion over its organization and the technology of performing its work. The practical impact of the City's decisions, on the above matters, are subject to the grievance procedure. Nothing in this article shall alter or relieve the City or the Union of any of its obligations undertaken by this agreement.

**IN WITNESS WHEREOF**, the undersigned have affixed their signatures as the duly authorized legal representatives of the City and Local #2303 on the 19<sup>th</sup> day of November, 2007.

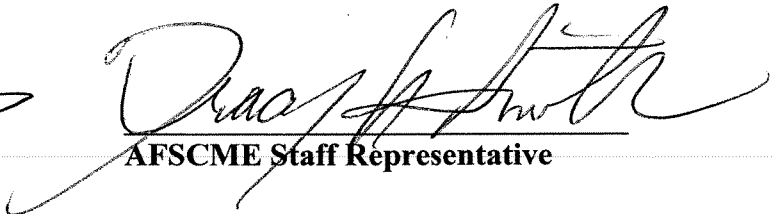
**CITY OF ATLANTIC CITY**

**UNION REPRESENTATIVES**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Levine Dickerson, President Local 2303

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
AFSCME Staff Representative

\_\_\_\_\_  
AFSCME Staff Representative



## APPENDIX A

### CLASSIFICATION

AIRPORT ATTENDANT  
ASPHALT PLANT OPERATORS  
ASSISTANT SUPERVISOR

BUILDING SERVICE WORKER  
BUILDING MAINTENANCE WORKER  
BUILDING MAINTENANCE WORKER (FIREMEN)  
BLACKSMITH

CARPENTER  
CARPENTER – MAINTENANCE MISCELLANEOUS REPAIRMEN  
CARPENTER – MAINTENANCE CONSTRUCTION  
CARPENTER – MAINTENANCE REPAIRMAN

DUMP CARETAKER  
DIESEL MECHANIC HELPER  
DIESEL MECHANIC  
DIESEL MECHANIC SENIOR

ELECTRICIAN  
EQUIPMENT OPERATOR BCH. MAINTENANCE  
EQUIPMENT OPERATOR  
EQUIPMENT OPERATOR (SWEEPER MECH.)

GARAGE ATTENDANT  
GARAGE ATTENDANT SR.  
GAS ATTENDANT  
GUARD  
GUARD PUBLIC PROPERTY

HEAT & A.C. OPERATOR  
HEAT & A.C. OPERATOR SR.  
HEAVY EQUIPMENT OPERATORS  
HEAVY EQUIPMENT OPERATORS SLF  
HEAVY EQUIPMENT MECHANIC

LABORER

MECHANIC  
MASONS  
MASONS MAINTENANCE REPAIRER  
MASON & PLASTERER  
MECHANIC HELPERS

MECHANIC REPAIRMEN  
MECHANIC REPAIRS  
MAINTENANCE REPAIRER PLANT  
MECHANIC REPAIRMEN AUTO M.V.S.  
MECHANIC REPAIRMEN WATER TREAT PLANT  
MAINTENANCE REPAIRER

OMNI BUS DRIVER

PLASTERERS  
PLUMBERS  
PARKING LOT ATTENDANT  
PAINTERS

RECEIVING ATTENDANT

SENIOR WATER TREAT PLANT OPERTORS  
SENIOR RECEIVING MAINTENANCE  
SANITATION INSPECTORS

TRUCK DRIVERS

WASH RACK ATTENDANT  
WATCHMAN