

# Resolution of the City of Atlantic City

**No. 876**

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 United Workers Union Local 910, Atlantic City Supervisors Union; and

WHEREAS, an agreement has been reached between the parties, as reflected in the attached Memorandum of Successor Agreement for the duration of FOUR (4) YEARS FROM JANUARY 1, 2008 TO DECEMBER 31, 2011;

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 Successor Agreement and any further memorialization and/or formalization of such Memorandum of Successor Agreement between the City and the UNITED WORKERS UNION LOCAL 910, ATLANTIC CITY SUPERVISORS UNION.

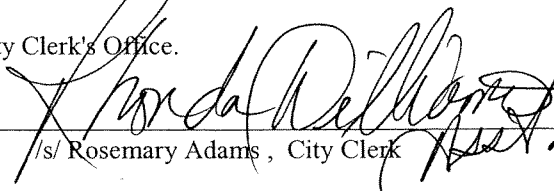
dle November 21, 2007 9:44:12 AM

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	/					
MOLLINEAUX	/						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:

**NOV 28 2007**

  
/s/ Rosemary Adams, City Clerk

A-6172  
TS

City of Atlantic City and UWU Council 10  
Memorandum of Successor Agreement

PREAMBLE

This Agreement is entered into by the CITY OF ATLANTIC CITY, a municipal corporation of the State of New Jersey, hereinafter referred to as the "CITY" or "EMPLOYER" and the UNITED WORKERS UNION, SUPERVISORS' COUNCIL 10, ATLANTIC CITY SUPERVISORS UNION, a non-profit labor organization and hereinafter referred to as "UNION" or "EMPLOYEES".

\* In all areas of the Agreement, the word "Association" shall be replaced with "Union". All references to "Local 108" shall be replaced with "UWU".

ARTICLE II

INTERPRETATION

It is the intention of the parties that this Agreement be construed consistent with all applicable laws, Administrative Code and other administrative regulations of the State of New Jersey or United States of America.

ARTICLE III

RECOGNITION

- A. Pursuant to RO-2007-046 the City recognizes the Union as the exclusive bargaining representative of the employees of this unit.

ARTICLE IV

GRIEVANCE PROCEDURES

- A. A Grievance is any dispute between the parties concerning the application or interpretation of this Agreement or of any complaint by any employee as to any action or non-action taken toward him/her which violates any right arising out of his/her employment. Where there is no Civil Service remedy, an employee may appeal for "just cause" of disciplinary actions.
- B. STEP 4.

If the response from the Director of the Department is not satisfactory to the Union, then the Union may move the Grievance to the Personnel Director within fifteen (15) days of the response from Step 3. The Personnel Director will schedule a hearing within ten (10) days of receipt of the matter. After the conclusion of the hearing, the Personnel Director shall issue a response, within ten (10) days. The response shall address the issue(s) in dispute and state the findings and position of the City.

STEP 5.

In the event the grievance is not resolved at the fourth (4<sup>th</sup>) step of the grievance procedure, either party may submit the matter to grievance arbitration.

- E. Remove if permissible under the rules of the AOC.

ARTICLE VII

EMPLOYEE REPRESENTATION

- A. Remove "stewards".
- B. Replace "Stewards" with "Union Representatives".

Add: The Local President will have ten (10) hours per week available for which to conduct Union business.

ARTICLE VIII

NON-DISCRIMINATION

- A. Add: "... or other protected class."

ARTICLE XIII

UNION MEETINGS

Amend to read six (6) members.

ARTICLE XV

WORK SCHEDULE AND OVERTIME

- L. Employees who perform work not contiguous to their regular work schedule shall receive a minimum of four (4) hours pay at the rate of time and one half (1-1/2).

ARTICLE XVI

SHIFT DIFFERENTIAL

2<sup>nd</sup> Shift - \$1.00 / 3<sup>rd</sup> Shift - \$1.25 per hour

ARTICLE XVII

HEALTH INSURANCE

Add: Employees covered by this agreement will be eligible for the Health Insurance Opt-Out Program, based on the current policy on file in the Personnel Department. The Union will be notified of any proposed changes to the Opt-Out program thirty (30) days prior to the City making any changes.

Prescription Co-pays will be increased to \$10. for Generic and \$15. for Name-Brand Drugs.

ARTICLE XVIII

UNPAID LEAVES

Add: Up to sixty (60) days paternity leave will be allowed to a male employee whose spouse gives birth. If the spouse is also a City employee, only one of them shall be entitled to leave under this section of this Article. Such leave is unpaid.

~~Add:~~ With regard to any special leaves, paid or unpaid requested by employees, the burden of ensuing such leave is approved shall be borne by the employee. The employee shall inquire regarding the 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 any approved leave must be granted in writing from the Personnel Director or the Business Administrator. The Personnel Director or Business Administrator or their designee 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.

ARTICLE XX

VACATION LEAVE

A. The following is the vacation formula:

Under 1 year	12 days
2 to 4 years	16 days
5 to 9 years	19 days
10 to 14 years	<del>22</del> 22 days
15 to 20 years	26 days
21 and above	31 days

ARTICLE XXIII

SENIORITY

E. Replace with: "In the event it becomes necessary to lay off employees, consistent with law, employees shall be laid off in the inverse order of their seniority, within title and department."

~~Add:~~ Add: When all other qualifications are substantially equal, seniority will be considered in all provisional appointments.

ARTICLE XXV

EDUCATIONAL

6. (c) These amounts will be added to the base pay.

ARTICLE XXVII

MILEAGE

Amend: Current IRS rate for mileage

ARTICLE XXIX

## CLOTHING ALLOWANCE

Work clothing shall be furnished at City expense to all employees required to wear uniforms in the amount of:

Effective 2007:	\$500.00
Effective 2009:	\$550.00

Employees who provide a receipt for a purchase shall receive reimbursement without tax deducted.

To be paid by October 01 of each year.

## ARTICLE XXXI

### LICENSED EMPLOYEES

Add: Anyone holding a state required trade license or Commercial Drivers License shall be entitled to an additional five hundred dollars (\$500.) increase to their base salary.

## ARTICLE XXXII

### SALARY

- A. Effective January 01:
- |        |                            |
|--------|----------------------------|
| 2008 - | 4% increase to base salary |
| 2009 - | 4% increase to base salary |
| 2010 - | 4% increase to base salary |
| 2011 - | 4% increase to base salary |
- B. As of January 01, 2008, the minimum annual salary for this bargaining unit shall be thirty thousand dollars (\$30,000.). In addition to the minimum salary, current employees shall be entitled to the salary increases as set forth in Section A. of this Article.
- C. ~~Any~~ employee who is promoted shall receive a minimum base salary increase of six percent (6%) per grade, or the appropriate pay rate, whichever is greater.
- D. In the case of a demotion, an employee's pay shall be diminished by no more than the dollar amount of the original increase.

ARTICLE XXXIV

PRIVATIZATION

The Union shall receive thirty (30) days notice of the employer's intent to bid for the privatization of bargaining unit work. The laws of the State of New Jersey shall be recognized in any consideration of privatizing public services.

ARTICLE XXXV

REOPENER

Delete

ARTICLE XXXVI

NEW CONTRACT NEGOTIATIONS

The parties agree that negotiations for a successor Agreement modifying, amending or altering any of the terms and provisions of this Agreement shall commence in accordance with applicable law. The terms, conditions and practices of the last year of this Agreement shall be continued forward and remain in full force and effect until a successor agreement is negotiated and endorsed.

Add: General Provisions:

Add: When a job position opening becomes available, in this bargaining unit, the position shall be posted for ten (10) days on the Union bulletin board before a public posting is made.

Add: The employer will advise the NJ DOP as soon as practicable of any position opening.

Add: Approval for out-of-title will be granted before an employee is asked to perform duties of a higher classification. However, in an emergency, no prior approval will be required.

Add: Any employee required to carry a cell phone or pager device for "on-call" availability shall receive fifty dollars (\$50.) per week for such availability.

Add: An employee has the right to access the City's official personnel file kept for the employee and all records as may be

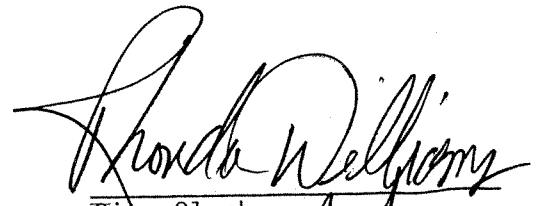
kept by the City or their agents, pertaining to the employee, and the City shall permit the employee to respond, in writing, to any documents in said file, within six (6) month of its being placed therein. The City agrees to provide the employee with one (1) copy of any document or instrument contained in said file upon the request of the employee.

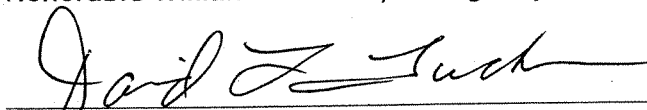
**Add:** The Union shall be notified of all orientations scheduled for new employees. A representative of the Union will be afforded the opportunity to talk briefly to the employees and to distribute a Union package.

**New Section:** **Add:** The parties agree that, should all other applicable bargaining units choose to participate in the State Disability Program, this bargaining unit shall also participate.


**ATTEST:**

  
\_\_\_\_\_  
Honorable William H. Marsh, Acting Mayor of Atlantic City

  
\_\_\_\_\_  
City Clerk *Asst.*

  
\_\_\_\_\_  
David L. Tucker, National President, UWU

  
\_\_\_\_\_  
Rick Cistrunk, Business Agent, UWU

  
\_\_\_\_\_  
Paul Jerkins, President, UWU Local 910, AC Supervisors Union

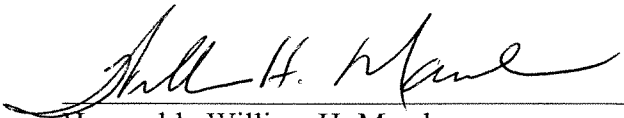
DATED: November 20, 2007



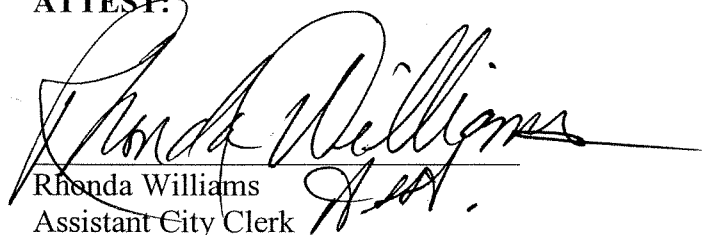
ADDENDUM TO  
CITY OF ATLANTIC CITY AND UWU COUNCIL 10  
MEMORANDUM OF SUCCESSOR AGREEMENT

1. The parties agree that this Addendum will become part of the Memorandum of Successor Agreement dated November 20, 2007 between the City of Atlantic City and United Workers Union Council 10.
2. Article XXXII shall be amended as follows:
  - A. Effective January 01:  
  
2008 - 4% increase to base salary, or \$1,900.00, whichever is greater.  
  
2009 - 4% increase to base salary, or \$1,900.00, whichever is greater.  
  
2010 - 4% increase to base salary, or \$1,900.00, whichever is greater.  
  
2011 - 4% increase to base salary, or \$1,900.00, whichever is greater.
3. All other terms and conditions of the Memorandum of Successor Agreement dated November 20, 2007 remain in full force and effect.

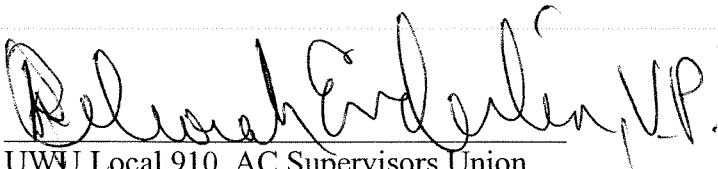
ATTEST:



Honorable William H. Marsh  
Acting Mayor of Atlantic City



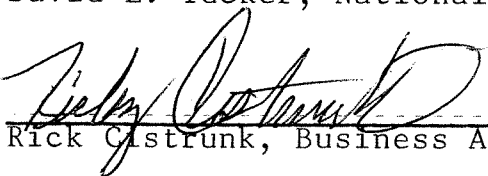
Rhonda Williams  
Assistant City Clerk



UWU Local 910, AC Supervisors Union  
Deborah L. Enderlin, Vice President, UWU Local 910, AC Supervisors Union



David L. Tucker, National President, UWU



Rick Cistrunk, Business Agent, UWU

DATED: November 21, 2007

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# COLLECTIVE BARGAINING AGREEMENT

Between the

CITY OF ATLANTIC CITY

and the

UNITED WORKERS UNION

LOCAL 910

SUPERVISORS UNIT

JANUARY 1 2008 TO DECEMBER 31, 2011

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## **PREAMBLE**

THIS AGREEMENT dated the 7<sup>th</sup> day of April, 2008 by and between the CITY OF ATLANTIC CITY, a municipal corporation of the State of New Jersey, hereinafter referred to as the "CITY" and the UNITED WORKERS UNION, LOCAL 910, ATLANTIC CITY SUPERVISORS UNIT, hereinafter referred to as the "UNION".

## **ARTICLE I**

### **PURPOSE**

- A. This Agreement is entered into pursuant to the provisions of Chapter 1254, Laws of 1975, of the State of New Jersey, as amended, to promote and ensure harmonious relations, cooperation, and understanding between the City and the Employees; to provide resolution of legitimate grievance, all in order that the public service shall be expedited and effectuated in the best interests of the people of the City of Atlantic City and its employees of the City.
- B. The Association and the City, having both accepted Fact Finder Weiblat's determination, have modified the prior Collective Bargaining Agreement to reflect and incorporate Arbitrator Weisblatt's recommendations. In the event of any questions or challenge concerning this successor agreement, it is understood and agreed that Arbitrator Weisblatt's fact finding report shall reflect the Agreement of the parties and supersede any statement to the contrary in this Agreement.

## **ARTICLE II**

### **INTERPRETATION**

It is the intention of the parties that this Agreement be construed consistent with all applicable laws, Administrative Code and other administrative regulations of the State of New Jersey or United States of America.

## **ARTICLE III**

### **RECOGNITION**

- A. Pursuant to RO-2007-046 the City recognizes the United Workers Union as the exclusive bargaining representative of the employees of this unit.
- B. The City agrees that the Union has the right to negotiate for employees within its unit as to rates of pay, hours of work and fringe benefits, working conditions, safety conditions, procedures for adjustment of disputes and grievances, and all other related matters.

## ARTICLE IV

### GRIEVANCE PROCEDURES

#### A. DEFINITION

A grievance is any dispute between parties concerning the application or interpretation of this Agreement or of any complaint by any employee as to any action or non-action taken toward him/her which violates any right arising out of his/her employment. Where there is no Civil Service remedy, an employee may grieve for "just cause" of disciplinary actions.

#### B. PROCEDURES

##### STEP 1

The aggrieved or the Union shall institute action under the provisions hereof within ten (10) working days after the event giving rise to the grievance has occurred, or reasonable knowledge thereof, and such action will be taken upon in writing with the employee's immediate supervisor. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

##### STEP 2

If no agreement can be reached after Step 1, the employee or the Union may present the grievance in writing within ten (10) working days of receiving the response of the immediate supervisor to the department head, his/her designated representative or the appropriate superior with the organizational structure. The Department Head, his/her designated representative or the appropriate superior within the organizational structure will answer the *grievance* in writing within ten (10) working days of receipt of the written grievance.

##### STEP 3

The Director of the department shall respond within ten (10) working days in writing; if not settled, the grievance may be moved to Step 4.

##### STEP 4

If the response from the Director of the Department is not satisfactory to the Union, then the Union may move the *grievance* to the Personnel Director within fifteen (15) days of the response from Step 3. The Personnel Director will schedule a hearing within ten (10) days of the receipt of the matter. After the conclusion of the hearing, the Personnel Director shall issue a response, within ten (10) days. The response shall address the issue(s) in dispute and state the findings and position of the City.

## STEP 5

In the event the grievance is not resolved at the fourth (4<sup>th</sup>) step of the grievance procedure, either party may submit the matter to grievance arbitration.

### C. ARBITRATION

Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators is furnished to the employer and the employee. If the City and the employee cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after the receipt of the list from the Public Employment Relations Commission, the Commission shall select an Arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of the Agreement and such rules and regulations as may be in effect by the Civil Service Commission of the State of New Jersey which might be pertinent and render his/her award in writing, which shall be shared by the City and the Union. Any Representative of the Union required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

### D. EXTENSIONS AND MODIFICATIONS

Time extensions under the above grievance procedure clause may be mutually agreed upon by the City and the Union.

## ARTICLE V

### CHECK-OFF

- A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. such deduction shall be made in compliance with *N.J.S.A 52:14-15(9)(e)*, as amended and remitted to the Union.
- B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Treasurer of the Union during the month following the filing of such card with the City.
- C. The aggregate deductions from all employees shall be remitted to the Treasurer of the United Workers Union, together with a list of names of all employees from whom the deductions were made, by the 15<sup>th</sup> day of the succeeding month after such deductions were made.

- D. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City deductions for each employee or an official notification on the letter-head of the Union and signed by the President of the Union advising of such change in deduction.
- E. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the form and deliver the signed forms to the City Comptroller.
- F. Any such individual written authorization may be withdrawn at any time by filing of notice of such withdrawal which shall be effective to terminate deductions in accordance with *N.J. S.A. 52:14-15 (9)(e)*, as amended.

## **ARTICLE VI**

### **AGENCY SHOP**

- A. The City agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
- B. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission, (hereinafter P.E.R.C.).
- C. The fair share for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union; but in no event shall the fee exceed eighty-five (85%) of the regular membership dues, fees and assessments. Such monies to be paid to the United Workers Union.
- D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except as permitted by law.
- E. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.
- F. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction



authorization cards or in the fair share assessment information furnished by the Union to the City, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

## **ARTICLE VII**

### **EMPLOYEE REPRESENTATION**

- A. The Union will notify the City as to the names of accredited representatives. No more than one (1) representative and alternate is to be designated for each department. Representatives 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 representative matters.
- B. The Union representative within the department shall be allowed to investigate grievances during working time, but shall not disrupt work. Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Department's working schedule. The Local President will have ten (10) hours per week available for which to conduct Union business.

## **ARTICLE VIII**

### **NON DISCRIMINATION**

- A. The City and the Union both recognize that there shall be no discrimination by reason of sex, creed, racial origin, age, or any other protected class as far as employment is concerned or as far as any opportunities for improvement for jobs or as a condition of employment. The City further agrees that it will not interfere with nor discriminate against any employee because of membership in or legitimate activity on behalf of the Union nor will the City encourage membership in any other association or union or do anything to interfere with the exclusive representation of the City in the appropriate bargaining unit.
- B. Any employee members of the Union acting in any official capacity whatsoever shall not be discriminated against for his/her acts as such officer of the Union so long as such acts do not interfere with the conduct of the City's business, nor shall there be any discrimination against any employee because of Union membership or activities.

## **ARTICLE IX**

### **MANAGEMENT RIGHTS**

- A. 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 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.
- B. The practical impact of the decision on the above matters is subject to the grievance procedures.
- C. Nothing in this Article shall alter or relieve the City or any of its obligations undertaken by this Agreement and applicable law.

## **ARTICLE X**

### **SAVINGS CLAUSE**

- A. 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 thereto, or the application of such Article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B. 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 Employer or Union for the purpose of arriving at a mutually satisfactory 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 XI**

### **STRIKES**

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

## **ARTICLE XII**

### **BULLETIN BOARD**

The Employer agrees to provide suitable space for the Union bulletin board in the place of work. Postings by the Union on such boards are to be confined to official business of the Union.

## **ARTICLE XIII**

### **UNION MEETINGS**

Any six (6) members of the Union who are elected or designated to attend conventions, seminars or similar meetings shall be granted necessary time off with forty-eight (48) hours notice to the Employer with pay, provided that the said time off is a reasonable duration as determined by the person in charge of the project and the Employer. This right of attendance, moreover, shall be governed by any conditions, restrictions, limitations contained in the Constitution and By-Laws of the Union. The City agrees that the Union negotiating committee has the right to attend all sessions without loss of pay.

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## **ARTICLE XIV**

### **COMPENSATION COMMITTEE**

A committee may be established to pursue the questions of the compensation (in time or cash) for certain members of the bargaining unit working thirty-five (35) hour work weeks who have to work forty (40) hours. The Committee may make recommendations which shall be presented to the Administration for their consideration during the Life of this Agreement.

## ARTICLE XV

### WORK SCHEDULE AND OVERTIME

- A. It is acknowledged that the work schedule of the employees covered by this Agreement varies. Some employees work thirty-five (35) hours per week and some work forty (40) hours per week.
- B. For those employees who work thirty-five (35) hours per week, the work week shall remain as currently in effect, which is 8:30 a.m. to 4:00 p.m. or 9:00 a.m. to 4:30 p.m. with one-half (1/2) hour for lunch. There shall be no split shifts. Effective on the execution date of this Agreement, for those employees who work thirty-five (35) hours per week, all hours worked in excess of thirty-five (35), up to eight (8) hours in one day or forty (40) hours in one week shall be at time and one-half (1-1/2).
- C. For those employees who work forty (40) hours per week, the regularly scheduled work week shall remain at forty (40) hours, five (5) consecutive days, except for employees in continuous operations not normally scheduled Monday to Friday. The City shall continue to schedule those employees who are now working a five (5) day, forty (40) hour – Monday to Friday schedule in the same manner. Where necessary, the City may assign weekend duty to any employee provided such employee(s) has been given a forty-eight (48) hour advance notice, except in a bona fide emergency. If an employee feels he/she has been assigned an excessive amount of weekend duty, he/she may file a grievance through the grievance procedure.
- D. Effective on the execution date of this Agreement, all hours worked on Saturday will be paid at time and one-half (1-1/2) and all hours worked on Sunday will be paid double (2) time, except that this Section shall not apply to employees who are acknowledged as not having a normal Monday through Friday work week as set forth in Sections E and F of this Article.
- E. It is understood that those employees in the Communication Bureau who do not normally work Monday through Friday will continue to work on their designated schedules and days that are now in effect at a forty (40) hour week.
- F. Public nurses supervisors have flextime schedule at clinics for a thirty-five (35) hour week.
- G. Employees who are required to work a forty (40) hour week shall be compensated at their straight time rate. For hours worked in excess of the forty (40) hours in a week or more than eight (8) hours in one (1) day shall be compensated at their time and one-half (1-1/2) rate.

- H. (a) All hours worked on an employee's sixth (6<sup>th</sup>) consecutive day in the same payroll week shall be compensated at the time and one-half (1-1/2) rate.
- (b) All hours worked on an employee's seventh (7<sup>th</sup>) consecutive day in the same payroll week shall be compensated at the double (2) time rate.
- I. When authorized by the Department Head, persons working in higher classifications will be paid in higher classifications for hours in said performance.
- J. Employees working on continuous shift shall be granted compensatory time off when other employees are granted time off because of emergencies, such as snow.
- K. All employees shall be entitled to receive double time and one-half (2-1/2) for all hours worked on a holiday.
- L. Employees who perform work not contiguous to their regular work schedule shall receive a minimum of four (4) hours pay at the rate of time and one half (1-1/2).
- M. Any employee who is called during his/her non-regularly scheduled hours of work prior to Midnight (12 a.m.) and provides telephone assistance shall receive a minimum of one (1) hour's pay provided that the employee submits documentation detailing the work performed and who requested same. Any employee called between Midnight (12 a.m.) and 5:00 a.m. shall receive a minimum of two (2) hours' pay provided that the employee submits documentation detailing the work performed and who requested same.

## ARTICLE XVI

### **SHIFT DIFFERENTIAL**

Employees regularly scheduled to work the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) shift of continuous shift operations shall receive an additional one dollar (\$1.00) per hour for second (2<sup>nd</sup>) shift work and one dollar and twenty-five cents (\$1.25) per hour for third (3<sup>rd</sup>) shift work. The shift differential does not apply to work contiguous to a first (1<sup>st</sup>) shift employees' regular shift.

## ARTICLE XVII

### HEALTH INSURANCE

- A. The health insurance benefits previously existing shall remain in effect and shall consist of the following elements:
- \* Prescription co-pays will be increased to ten dollars (\$10) for generic and fifteen dollars (\$15) co-pay for name brand.
  - \* Dental Plan
  - \* Vision Plan
  - \* Hospitalization
- (Blue Cross/Blue Shield or other available plans – With mandatory second opinion.)
- B. The Union recognizes the City's right to elect the Provider on all health insurance benefits and that there is to be no obligation on the part of the City to contribute any amount to the Union health and welfare plan.
- C. It is agreed that as soon as practicable after the execution of this Agreement, dental and optical insurance shall be equivalent to that provided to the City's Police bargaining unit.
- D. There shall be a two hundred dollar (\$200.00) deductible for health insurance.
- E. Ordinance #61 of 2004 and attachment revised July 21, 2004 made part of Ordinance #61 on file in the City Clerk's office is hereby incorporated and made applicable to this Collective Bargaining Agreement. Any member that retires as of October 1, 2004 and elected to utilize their Cobra Health Benefit Option, shall be reimbursed for the cost of medical HMO and prescription premium for any period between October 1, 2004 and their coverage under Ordinance #61 of 2004.
- F. Employees covered by this Agreement will be eligible for the Health Insurance Opt-Out Program, based on the current policy on file in the Personnel Department. The Union will be notified of any proposed changes to the Opt-Out program thirty (30) days prior to the City making any changes.

## ARTICLE XVIII

### UNPAID LEAVES

A. Reasonable Purpose

Leaves of absence without pay and not to exceed eighteen (18) months may be granted for reasonable purpose, and such leave shall be extended or renewed for any reasonable period.

B. Union Business

Employees hired by the Union to do work which takes them from their employment with the City shall, with written request of the Union, be granted a leave of absence, not to exceed one (1) year, but it may be renewed or extended for a similar period at any time upon the request of the Union.

C. Maternity

Maternity leaves, not to exceed twelve (12) months, shall be granted at the request of the employee. Maternity leave shall be granted at the request of the employee, be extended or renewed for a period not to exceed six (6) months.

D. Paternity

Up to sixty (60) days paternity leave will be allowed to a male employee whose spouse gives birth. If the spouse is also a City employee, only one of them shall be entitled to leave under this section of this Article. Such leave is unpaid.

E. Education

1. After completing one (1) year of service, any employee, upon request, may be granted a leave of absence, without pay, which shall not exceed one (1) year, but may be extended or renewed at the request of the employee.
2. One (1) year leave of absence with any requested extension for educational purposes shall not be provided more than once every three (3) years.
3. Where possible, employees may be granted leaves of absence for educational purposes, not to exceed one (1) month any calendar year,

to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skills or professional ability.

- F. With regard to any special leaves, paid or unpaid requested by employees, the burden of ensuing such leave is approved shall be borne by the employee. The employee shall inquire regarding the 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 any approved leave must be granted in writing from the Personnel Director or Business Administrator. The Personnel Director or Business Administrator or their designee shall respond, whether positively, negatively or requesting additional information, to any request for additional leave with twenty-four (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.

## ARTICLE XIX

### PAID LEAVES

A. Time Off for Union Activities

The City agrees that the Union negotiating committee has the right to attend all sessions without the loss of pay.

B. Sick Leave

1. Any employee who is employed for at least eighteen (18) months, who contracts a service or non-service connected serious illness or injury, may "borrow" from sick leave not yet earned up to a maximum of sixty (60) days provided that, should such employee not earn back the amount of time so advanced, the City shall have the right to establish a lien on the employee's wages, pension, or pursue other lawful remedies to recover the amount of leave advanced, but not earned.
2. Employees shall be eligible for sick leave after thirty (30) days' service to the City.

C. Accumulation of Sick Leave and Terminal Leave

1. Employees shall be granted one and one-quarter (1-1/4) days of sick leave for each month of service. Any days used shall be deducted from this sick leave bank.
2. Any employees may be required by the City to produce a doctor's



certificate after five (5) consecutive days of sickness or disability, or a pattern of abuse.

D. Unused

In the event of death, unused sick leave payment is to be made to the estate of the employee.

E. Funeral Leave

When a member of the "immediate family" of a Union member is deceased, that member shall be granted five (5) working days of leave. The "immediate family" shall include: wife, husband, children, parents, grandparents, grandchild, sisters, brothers, brothers- and sisters-in-law, mother- and father-in-law, significant others and common law husbands and wives. All other relatives one (1) day of leave to attend funeral service. Upon submission of proof, an additional two (2) days shall be granted for out of state travel over two hundred and fifty (250) miles.

F. Civil Service Examination

Employees shall be allowed time-off with pay to take open competitive and promotional examinations set up by the Civil Service System, for which they qualify.

G. Military Service Leave

Any employee who is a member of a Reserve Force of the United States Army or this State and who is ordered by the appropriate authorities to attend the training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity, with no loss of time or pay, not to exceed thirty (30) days in one (1) year.

H. Jury Duty

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. The difference between their pay and jury pay shall be returned to the City.

**ARTICLE XX**

**VACATION**

A. The following is the vacation formula:

Under 1 year            12 days

2 to 4 years            16 days

5 to 9 years	19 days
10 to 14 years	21 days
15 to 20 years	26 days
21 and above	31 days

- B. Effective 1990, vacation will be posted effective January; if an employee resigns; retires or otherwise terminates employment prior to his/her anniversary date, said employee shall refund any extra vacation payment made by the earlier posting.
- C. Employees may carry forward no more than one (1) year of vacation days provided that employee provides City notice of employee's intent to carry forward vacation days by September 1<sup>st</sup> of the current year. In the event that the Employee changes that intent after September 1<sup>st</sup> of that year, the vacation request for that calendar year in lieu of the requested carry forward shall be subject to the City's approval.

**ARTICLE XXI**

**HOLIDAYS**

- A. The employees covered by this Agreement shall receive the following thirteen (13) paid holidays:
 

1. New Year's Day	8. Labor Day
2. Martin Luther King Day	9. Columbus Day
3. Lincoln's Birthday	10. General Election Day
4. Washington's Birthday	11. Veteran's Day
5. Good Friday	12. Thanksgiving Day
6. Memorial Day	13. Christmas Day
7. 4 <sup>th</sup> of July	
- B. If a holiday falls on a Sunday, it will be celebrated on Monday; if on Saturday, it will be celebrated on Friday.

**ARTICLE XXII**

**CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT**

- A. All conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to the City's Charter, Ordinances, Rules and Regulations of the City and pertinent Rules and

Regulations of the Association. Any of all present benefits which are enjoyed by the employees covered by this Agreement that have not been included in the contract shall be continued.

- B. The City agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

### ARTICLE XXIII

#### SENIORITY

A. Definition

Seniority means an employee's length of continuous service with the employer since his/her last day of hire. For internal purposes, department seniority shall be controlling.

B. Probation Period

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

C. Seniority Lists

Every six (6) months the employer shall make available a seniority list showing the continuous service of each employee.

D. Break in Continuous Service

If an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his/her record. However, an employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

E. Lay Off

In the event it becomes necessary to lay off employees, consistent with law, employees shall be laid off in the inverse order of their seniority, within title and department.

When all other qualifications are substantially equal, seniority will be considered in all provisional appointments.

F. Recall

1. Employees shall be recalled from layoff and according to their seniority, within the department and title.
2. No new employees shall be hired until all employees on lay-off statuses desiring to return to work have been recalled within title and department except when employees are hired with Federal and State funds.

G. Transfers

1. Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.
2. Employees requesting transfer for reasons other than the elimination of jobs may be transferred to equal or lower paying job classifications on the basis of seniority.

H. Other

Anything dealing with seniority not in the Article shall be determined by Civil Service Rules and Regulations and New Jersey State Laws governing the subject.

**ARTICLE XXIV**

**TERMINAL LEAVE**

- A. The following terminal leave policy will be in effect:

Upon retirement, all employees shall, at their option, be entitled to receive all accrued sick leave in a lump sum payment within eighteen (18) months maximum or shall be permitted to remain on the payroll until all accrued sick leave up to eighteen (18) months shall have been utilized. However, all employees hired on or after January 1, 1987 shall be entitled to maximum benefits under this Section of twelve (12) months only.

- B. Salary increases during the period and sick and vacation days cannot be accumulated while on terminal leave.
- C. The benefits that shall continue on terminal leave are pension contributions and group insurance.

## ARTICLE XXV

### EDUCATIONAL

- A. 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:
1. The course, credit and non-credit, in which they enroll bears reasonable relationship to their present work assignment.
  2. Prior approval to take such courses is secured in writing from the employee's director, which approval the City shall not unreasonably withhold.
  3. 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.
  4. The rate of reimbursement for non-credit courses shall be the full cost of tuition.
  5. 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 the completion of course or module.
  6.
    - (a) All non-related courses mandated by an institution as a requisite for a degree or certificate shall be eligible for educational increments.
    - (b) 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.
    - (c) These amounts will be added to the base pay.

Associate Degree	\$250.00
Bachelor Degree	\$500.00
Master's Degree	\$750.00
Doctorate Degree	\$1,000.00
    - (d) Professional Development – requests for conference shall not be unreasonably denied.
    - (e) This Article is not retroactive before January 1, 1982.

**ARTICLE XXVI**

**LONGEVITY PAYMENT**

- A. A lump sum annual payment to all eligible employees to be paid at the option of the employees either in a lump sum in the first pay period of December or included in his/her base annual pay, each year for all years of continuous service completed by his or her anniversary date in accordance with the following schedule:

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

- B. If the employee elects to have longevity included in his/her base pay, said election must be made and the City notified prior to January 1<sup>st</sup> of any given year.

**ARTICLE XXVII**

**MILEAGE**

The City will reimburse the employees at the current Internal Revenue Service rate for mileage for use of personal vehicle as required for City business use. The City will reimburse employees at the IRS rate for mileage and provide \$50.00 per diem meal reimbursement while on authorized City business out of State.

**ARTICLE XXVIII**

**LEGISLATIVE LEAVE**

Any employee and/or member of the Association who is elected or appointed to serve any branch of government shall be allowed to carry out the duties of that elected or appointed position under the classification of "Legislative Leave" without utilization of the Employee's sick and/or vacation time accrued.

**ARTICLE XXIX**

**CLOTHING ALLOWANCE**

Work clothing shall be furnished at City expense to all employees required to wear uniforms in the amount of:

Effective 2007: \$500.00  
Effective: 2009 \$550.00

Employees who provide a receipt for a purchase shall receive reimbursement without tax deducted.

To be paid by October 1<sup>st</sup> of each year.

### **ARTICLE XXX**

#### **TOOL ALLOWANCE**

The City will supply tools at its expense to all employees required to use same. If the City directs any employee to purchase tools, said employee will be reimbursed by the City upon presentation of proof of purchase. Any such tool(s) shall become the property of the City.

### **ARTICLE XXXI**

#### **LICENSED EMPLOYEES**

All licensed employees, including plumbing and electrical employees, shall receive, in addition to the base annual increase in salary mentioned in Article XXXII, a 5% increase in their annual base salary if, after employment by the City and after entering this bargaining unit, they have achieved all licenses and certifications that are necessary for their position and are required by the City and the State. In the event an employee has not achieved said license, the increase will commence upon the achievement of same.

Those employees, who utilize and hold a valid Commercial Drivers License, shall receive a 6% salary increase to their base rate of pay for any time in operation of an omnibus or other vehicle if driving an omnibus or other CDL required vehicle is not part of their normal responsibility.

Anyone holding a state required trade license or Commercial Drivers License shall be entitled to an additional five hundred dollars (\$500.00) increase to their base salary.

### **ARTICLE XXXII**

#### **SALARY**

A. Effective January 1<sup>st</sup>:

- 2008 - 4% increase to base salary or \$1,900., whichever is greater.
- 2009 - 4% increase to base salary or \$1,900., whichever is greater.
- 2010 - 4% increase to base salary or \$1,900., whichever is greater.
- 2011 - 4% increase to base salary or \$1,900., whichever is greater.

- B. As of January 1, 2008, the minimum annual salary for this bargaining unit shall be thirty thousand dollars (\$30,000.00). In addition to the minimum salary, current employees shall be entitled to the salary increases as set forth in Section A. of this Article.
- C. Any employee who is promoted shall receive a minimum base salary increase of six percent (6%) per grade, or the appropriate pay rate, whichever is greater.
- D. In the case of a demotion, an employee's pay shall be diminished by no more than the dollar amount of the original increase.

### **ARTICLE XXXIII**

#### **PERSONAL DAYS**

Employees shall be entitled to three (3) personal days per year.

### **ARTICLE XXXIV**

#### **PRIVATIZATION**

The Union shall receive thirty (30) days notice of the employer's intent to bid for the privatization of bargaining unit work. The laws of the State of New Jersey shall be recognized in any consideration of privatizing public services.

### **ARTICLE XXXV**

#### **NEW CONTRACT NEGOTIATIONS**

The parties agree that negotiations for a successor Agreement modifying, amending or altering any of the terms and provisions of this Agreement shall commence in accordance with applicable law. The terms, conditions and practices of the last year of this Agreement shall be continued forward and remain in full force and effect until a successor agreement is negotiated and endorsed.



A. General Provisions

1. When a job position opening becomes available, in this bargaining unit, the position shall be posted for ten (10) days on the Union bulletin board before a public posting is made.
2. The employer will advise the NJ DOP as soon as practicable of any position opening.
3. Approval for out-of-title will be granted before an employee is asked to perform duties of a higher classification. However, in an emergency, no prior approval will be required.
4. Any employee required to carry a cell phone or pager device for "on-call" availability shall receive fifty dollars (\$50.00) per week for such availability.
5. An employee has the right to access the City's official personnel file kept for the employee and all records as may be kept by the City or their agents, pertaining to the employee, and the City shall permit the employee to respond, in writing, to any documents in said file, within six (6) months of its being placed therein. The City agrees to provide the employee with one (1) copy of any document or instrument contained in said file upon the request of the employee.
6. The Union shall be notified of all orientations scheduled for new employees. A representative of the Union will be afforded the opportunity to talk briefly to the employees and to distribute a Union package.

B. The parties agree that, should all other applicable bargaining units choose to participate in the State Disability Program, this bargaining unit shall also participate.

**IN WITNESS WHEREOF**, the undersigned have affixed their signatures as the duly authorized legal representatives of the City and the Union on the 7<sup>th</sup> day of April 2008.

**CITY OF ATLANTIC CITY**

ATTEST:

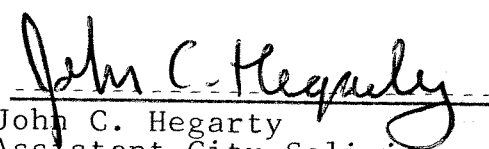
  
City Clerk

Approved as to form.

Date: 4/11/08

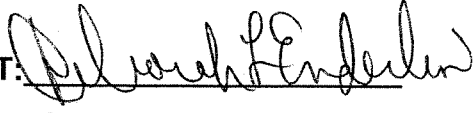
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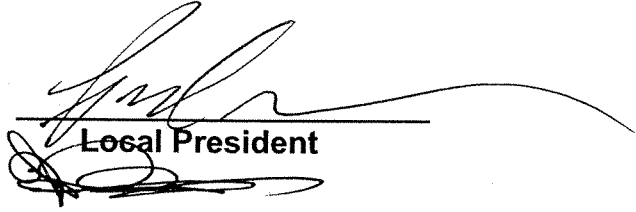
  
Mayor

  
John C. Hegarty  
Assistant City Solicitor

UNITED WORKERS UNION,  
LOCAL 900  
ATLANTIC CITY SUPERVISORS UNIT

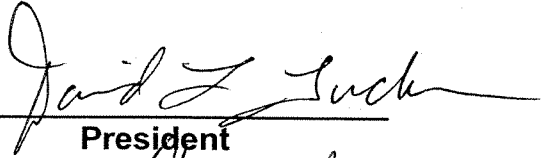
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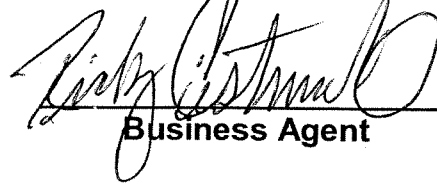
  
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Local President

BY:

  
\_\_\_\_\_

President

  
\_\_\_\_\_

Business Agent