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**COLLECTIVE NEGOTIATIONS AGREEMENT**

**BETWEEN**

**CITY OF ATLANTIC CITY**

**AND**

**TEAMSTERS LOCAL 331**

**JANUARY 1, 2022 THROUGH DECEMBER 31, 2025**

**RUDERMAN & ROTH, LLC  
150 Morris Avenue, Suite 303  
Springfield, NJ 07081  
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PREAMBLE

AGREEMENT dated this 18<sup>th</sup> day of July, 2022, 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 TEAMSTERS LOCAL 331, (hereinafter referred to as the "Union").

WHEREAS, the City and the Union have negotiated a Collective Bargaining Agreement ("Agreement") to cover the calendar years 2022 through 2025.

WHEREAS, the City and the Union have reached agreement and wish at this time to memorialize same in the within Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the City and the Union agree as follows:

**ARTICLE 1**  
**PURPOSE**

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J.S.A., 34.13A-5-1 etc.) of the State of New Jersey, as amended, to promote and ensure harmonious relations, cooperation, and understanding between the City and the employees, to prescribe the rights and duties of the City and the employees, to provide for the resolution of legitimate grievances, all in order that the public services shall be expedited and performed in the best interests of the people of Atlantic City, its employees and the City.



**ARTICLE 2**  
**INTERPRETATION AND RECOGNITION**

A. It is the intention of the parties that this Agreement be construed in harmony with all applicable laws, Chapter 303, Laws of 1968, as amended, the Statutes of the State of New Jersey and the Ordinances of the City.

B. The City recognizes the Union as the exclusive bargaining agent and representative for the purpose of establishing salary, wages, hours and other conditions of employment for all of its full-time Blue Collar, non-supervisory employees. 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, and excluding policemen, firemen and white collar workers as defined under the P.E.R.C. decision in 1970. Excluded, also, are all supervisors as defined in the New Jersey Public Employer/Employee Relations Act.

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

D. The parties to this Agreement acknowledge that its terms and conditions are subject to the statutory powers vested in the Director of the Division of Local Government Services as set forth in the

Municipal Stabilization and Recovery Act, ("MSRA") codified at  
N.J.S.A. 52:27BBBB-1, etc.



**ARTICLE 3**  
**CHECK-OFF**

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, membership dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

1. A check off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the City Treasurer during the month following the filing of such card with the City. 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 either new authorization from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

2. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the City Clerk.

3. In accordance with the Workplace Democracy Act, employees who wish to cease payroll deductions for Union fees may do so by providing written notice to the City during the 10th day following each anniversary date of their employment.

B. 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 information as 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.

C. The Union is required under this Agreement to represent all employees in the bargaining unit fairly and equally without regard to Union membership. The terms of this Agreement apply to all employees in the bargaining unit and not only for dues-paying Union members.

D. Employees covered under this agreement may submit authorization cards within 30 days of actual employment. Deductions for union dues will begin 30 days after actual employment begins or upon submission of a signed authorization card.

E. Upon receipt of a written authorization form for deductions from wages, the City agrees to deduct from the wages of said employee their contributions to the Teamsters local union 331 political and social fund, or other similar organizations as may be required by the union. The City will make the deductions on a biweekly basis as provided in the authorization and will forward the amount deducted to the Teamsters local union 331 political and social funds, 1 Philadelphia Ave Egg Harbor City, New Jersey 08215 on a biweekly basis. No such authorization shall be recognized if it is in violation of the state or federal law. No deduction shall be made if it is prohibited by applicable law.

**ARTICLE 4**  
**WORK SCHEDULES**

A. 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 schedule those employees who are not working a five day-forty hour, Monday to Friday workweek in the same manner. Where necessary, the City may assign weekend duty to any employee provided such employee has been given 48 hours advance notice, except in a bona fide emergency. Schedules will not be changed to avoid overtime.

Schedule Change: Current employees hired prior to January 1, 2010, may voluntarily change their work schedule with the consent of Administration. An example of a schedule change is as follows: A sanitation division laborer hired prior to January 1, 2010, with a work schedule of Monday through Friday, may with the consent of Administration, change their work schedule (example) to Wednesday through Sunday.

1. Anyone hired on or after January 1, 2010 shall be scheduled as needed.

2. Employees that voluntarily change their schedule or are hired for an alternate work schedule cannot grieve weekend work.

3. Employees that voluntarily change their work schedule or have been hired for an alternate schedule can, in writing, to their supervisor, request to change to a Monday through Friday schedule based on first-come, first-served availability.

B. 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.

C. Where more than one work shift per day within a given classification 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.

D. In no instance, however, will a senior employee with qualifications be required to wait longer than one (1) year in order to exercise their preference of shift over a less senior employee.

E. Shift changes, or changes in hours of work, will not be used for disciplinary action.

F. Where 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 rotating basis that all employees will have an equal share of Saturdays and Sundays off.

G. So long as employees are not assigned to work outside of their job classification, the City maintains the right to assign employees

to work in any Division of the Department of Public Works at the discretion of the City.

**ARTICLE 5**  
**CALL-IN TIME AND OVERTIME**

A. In the event there is a call back to work, employees shall receive a minimum of four (4) hours pay at the rate of one and one-half times the employee's regular base rate of pay, so long as the call back is not contiguous with the employee's regularly scheduled shift. The City shall have the right to keep the employee for the full four (4) hour minimum unless the City and the employee agree that the employee can be released early, at which time the four (4) hour minimum would not apply.

B. The pay period shall be 12:01 A.M. Monday through 12:00 A.M. (midnight) Saturday. Employees who work in excess of forty (40) hours in a week shall be compensated at the rate of time and one-half ( $1\frac{1}{2}$ ) the employee's regular rate of pay. Sick time shall not count toward the 40-hour threshold. Vacation, personal, and compensatory time shall count toward the 40-hour threshold. 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 all work performed on the sixth day, seventh day or a holiday in the work week and for all work performed after 40 hours in one workweek.

C. All overtime shall be paid promptly in the next regular payroll check after overtime is performed.

D. Overtime shall be by seniority within classification and within the Division, except in an official State of Emergency declared by the Governor of New Jersey and Mayor, Business Administrator, DPW Director. Whenever there is a declared State of Emergency in which all City facilities are closed and non-bargaining unit members receive a paid time off, bargaining unit members required to work shall receive straight time pay for the hours worked during the authorized closure in addition to their regular days' pay.

E. Division supervisors should provide the Union with an updated seniority rotational overtime listing every six (6) months. Overtime must be distributed equally among bargaining unit members within the same job classification. Bargaining unit members must be given the opportunity to accept or decline. Supervisors should not override a bargaining unit member's right within the rotational roster to perform overtime and no overtime work shall be assigned and/or performed by anyone not included in this collective bargaining agreement unless no bargaining unit member is qualified and available to perform the overtime work.

**ARTICLE 6**  
**RATES OF PAY**

A. When authorized by the Department Head in writing, persons working in higher classification will be paid in the higher classification once the employee completes a minimum of three (3) consecutive business days of work performance in said higher classification. On the fourth (4<sup>th</sup>) consecutive day of work in the higher classification payment shall be made retroactive to the first day of work in the higher classification.

B. An employee shall be paid the rate of pay for their own classification when performing work of a lower paid classification.

C. An employee who is promoted shall receive the following increase in base pay:

1. Six percent (6%) increase for a one-step promotion.
2. Eight percent (8%) increase for a two-step promotion.

D. The classifications and pay scales for all blue-collar employees covered by this Agreement shall be as set forth in the City Ordinance, effective upon adoption by the Municipal Council.

E. Shift employees shall be paid an additional \$.50 per hour from 4 P.M. to 12 Midnight and an additional \$.70 per hour from 12 Midnight to 8 A.M.

F. On January 1st 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. 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.

G. The City recognizes that the Union asserts there are salary "inequities" amongst certain bargaining unit members. The City agrees to discuss the alleged "inequities" in the hope of reaching a satisfactory resolution. Nothing in this Section shall be construed to require the City to increase or change the salary or salary structure of any bargaining unit member or members.



ARTICLE 7  
SICK LEAVE WITH PAY

A. Any employee incurring any service or non-service-connected sickness or disability shall receive sick leave with pay as prescribed in this Article.

B. Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the City. Employees shall be eligible to use sick leave after thirty (30) days service with the City. Sick leave will be posted on January 1 of each year.

C. 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 fifteen 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.

D. Employees shall be granted one and one-quarter ( $1\frac{1}{4}$ ) days of sick leave for each month of service. Any days used shall be deducted from this sick leave bank.

E. An employee 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. In the event of death, unused sick leave payment for an employee who was eligible for retirement shall be paid to the estate of the employee up to a maximum of \$15,000.



F. Sick time shall be converted to hours, not days.

G. 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 a 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 express an inability to perform their job duties.



ARTICLE 8  
PAID AND UNPAID LEAVES OF ABSENCE

The City shall adhere to the provisions of the Atlantic City Personnel and the Policy Manual regarding paid and unpaid leaves of absence.



**ARTICLE 9**  
**WORKER'S COMPENSATION**

A. When an employee is injured on duty, the employee shall receive Worker's Compensation Benefits due such employee plus the difference between the worker's compensation received and the employee's salary during the period of temporary disability only.

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 their regular duties after sustaining a compensable injury who is required by the worker's compensation doctor to receive additional medical treatment during their regularly scheduled working hours shall receive the regular hourly rate of pay for such time as is reasonably required to visit the doctor's office.

**ARTICLE 10**  
**SENIORITY**

A. Seniority is defined as an employee's total length of service with the City beginning with their original date of hire.

B. 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.

C. 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.

D. 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 once each calendar year on January 1<sup>st</sup>.

**ARTICLE 11**  
**HOLIDAYS**

A. 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
Good Friday	Thanksgiving Day
Juneteenth	Day After Thanksgiving
Memorial Day	Veteran's Day
Fourth of July	Christmas Day

B. 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.

C. When an employee works on one of the above holidays, the employee will receive time and one-half ( $1\frac{1}{2}$ ) for all time worked on the holiday.

D. All employees, including part-time employees in the unit, may take three (3) personal days per year with pay upon 48-hour notice to their supervisor. The supervisor may waive the 48-hour notice. If an employee who is hired on or after December 1st cannot, due to pressures of work, utilize their full allotment of personal days, then, at the employee's option, they may carry their days into the first ninety (90) days of the succeeding year only.

ARTICLE 12  
VACATION

A. 1. For employees hired before January 1, 2019, 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

2. For employees hired on or after January 1, 2019, the vacation schedule shall be as follows:

1st year----- 12 days  
2 to 8 years----- 15 days  
9 to 15 years----- 17 days  
16 to 20 years----- 19 days  
21 years or more----- 21 days

3. 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.

4. Vacation time shall be converted to hours, not days.

B. If due to the request of the City, an employee cannot utilize all or part of the employee's vacation, the employee may carry over the unused portion to the next succeeding year, but under no circumstances shall an employee's vacation allotment exceed the equivalent of two (2) years vacation entitlement in accordance with statutory law.

C. If an employee chooses not to utilize all or part of the employee's vacation, the employee may request permission to carry over all or part of the unused portion to the next succeeding year, but under no circumstances shall an employee's vacation allotment exceed the equivalent of two (2) years' vacation entitlement in accordance with statutory law.

D. Employees shall provide forty-eight (48) hours' notice of short-term vacation requests of less than three (3) days. Employees shall provide thirty (30) days' notice of long-term requests of three (3) days or more. Failure to provide adequate notice shall result in forfeiture of vacation preference.

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

H. The City shall respond to long-term vacation requests (three (3) or more days) within ten (10) calendar days after receipt of employee's submission in accordance with seniority.

I. On January 1st of each calendar year the City shall advance the number of vacation days as dictated by Article 12A.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 separation, employees 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**

A. 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 charges under OSHA, PEOSHA and Environment State Law to the extent the City is on notice thereof.

B. Tool allowance:

1. Any employees that are required to work with their own tools will be paid for replacement and/or up-keep, or City will furnish same.

2. All uniforms/safety equipment must be returned prior to receiving termination/severance benefits or wages due upon termination.



C. Clothing allowance: The City shall provide new employees with an initial uniform issue as provided below. Thereafter, the City will provide employees an annual clothing allowance of Five Hundred Dollars (\$500.00).

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

E. Employees shall be responsible for maintenance of the uniforms.

F. Employees shall be responsible for reporting for work in the full required uniform in proper and clean condition. Failure to do so shall subject the employee to being sent home for the day without pay. Continued failure to do so shall subject the employee to disciplinary action.



**ARTICLE 14**  
**LICENSES**

A. The City agrees to reimburse any employee whose position requires the holding of a Black Seal license or a Motor Vehicle C.D.L the cost of obtaining said certifications so long as such license is a condition of and required for that employee's employment. The City agrees to pay for all license renewal costs so long as such license is a condition of and required for that employee's employment.



**ARTICLE 15**  
**EQUAL TREATMENT**

A. The City and the Union both recognize that there shall be no discrimination by reason of sex, creed, race, national origin, age or any other category identified under the New Jersey Law Against Discrimination or any other law or statute as far as employment is concerned or as far as any opportunities for promotions or as a condition of employment. The City further agrees that it will not interfere with or discriminate against any employee because of membership in or legitimate activities 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 employees in the appropriate bargaining unit.

B. Members of the Union acting in any official capacity whatsoever shall not be discriminated against for their acts as such officers 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 16  
GRIEVANCE/DISCIPLINE PROCEDURE

A. DEFINITION

A grievance is any dispute between parties concerning the application or interpretation of this Agreement of any complaint by any employee as to any action or non-action taken toward the employee which violates any right arising out of employment.

All grievances shall be handled in the manner provided by this Article. It is the intent of the parties to settle as quickly and as informally as possible.

All grievances involving judiciary employees shall comply with the rules, regulations and procedures of the Administrative Office of the Courts.

B. PROCEDURE

Step 1. Within ten (10) working days of the occurrence or knowledge of any grievance, the Union Steward shall meet with the Immediate Supervisor and attempt to reach a satisfactory solution. The Immediate Supervisor shall issue a written response within three (3) working days after meeting. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

Step 2. Within ten (10) working days after receipt of the Step 1 response, the Union may submit the grievance in writing to the Department Head. Within ten (10) working days after receipt of the Step 2 grievance, the parties shall meet in an endeavor to adjust the matter. The Department Head shall issue a written response within three (3) working days after meeting.

Step 3. Within ten (10) working days after receipt of the Step 2 response, the Union may submit the grievance in writing to the Business Administrator or designee. Within ten (10) working days after receipt of the Step 3 grievance, the parties shall meet in an endeavor to adjust the matter. The Business Administrator or designee shall issue a written response within ten (10) working days after meeting.

Step 4. Within ten (10) working days after receipt of the Step 3 response, the Union may submit the matter to an arbitrator. If the Union submits the matter to arbitration, the Union shall notify the Public Employment Relations Commission that it is moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the Union. If the City and the Union cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after 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 State of New Jersey which might be pertinent, and render their award in writing, which shall be subject to the Municipal Stabilization and Recovery Act, codified at N.J.S.A. 52:27BBBB-1, et seq. Any steward or officers 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.

C. DISCIPLINE

Major Discipline: The appeal of a suspension of more than five (5) working days, demotion, or termination, is subject to Civil Service rules and regulations.

Minor Discipline: The appeal of a formal written reprimand or a suspension or fine of five (5) working days or less, is subject to the grievance and arbitration procedure pursuant to this Article.

The Union shall have ten (10) days from the date the disciplinary decision is served on the employee to initiate an appeal at Step 3. The Business Administrator has ten (10) days after receipt of the appeal to render a written decision. The employee shall have twenty (20) days from the date the Business Administrator's decision is served on the employee to initiate the Step 4 arbitration process.

All notices of any disciplinary actions and warnings shall be sent to the Union.

D. TIME EXTENSIONS

Time extensions pursuant to this Article may be mutually agreed upon by the City and the Union. Time limits will be strictly adhered to. If the City fails to process a discipline or the Union fails to file a grievance in a timely manner, it shall be deemed untimely. If the Union fails to proceed to the next step in a timely manner, the grievance shall be deemed to

have been resolved at the last step the grievance was processed.  
If the City fails to respond in a timely manner, the Union may  
proceed to the next step.

A handwritten signature, possibly "G. Miller", enclosed within a hand-drawn circle in the bottom right corner of the page.

ARTICLE 17

UNION STEWARDS AND UNION REPRESENTATION

A. 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.

B. 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.

C. Any five (5) members of the Union who are elected or designated are authorized to attend an aggregate total of eighteen (18) sessions of conventions, seminars or similar meetings per year for the entire Association. The union shall seek approval of the Business Administrator ten (10) business days prior to attending such conventions, seminars or similar meetings. Such attendance at conventions, seminars or similar meetings shall not incur overtime.

D. 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.

E. 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 18**  
**UNION ACTIVITIES ON CITY TIME AND PREMISES**

A. 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:

1. Post Union notices;
2. Distribute Union literature;
3. Attend mutually scheduled negotiations meetings;
4. Transmit communications authorized by the Union or its officers to the City or its representatives.
5. Consult with the City or its representatives concerning the enforcement of any provisions of this Agreement.

B. Before any of the activities outlined in Section A are undertaken, the employee's supervisor shall be notified and there shall be no disruptions whatsoever of the normal workflow. Supervisors shall not unreasonably deny permission to employees to undertake those responsibilities. Whenever possible such activities shall be undertaken during lunch or break time.

C. The City agrees that official representatives of Teamsters Local 331, 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 workflow. Any such representative shall notify the appropriate supervisor and Department Head prior to any visit.

**ARTICLE 19**  
**GENERAL PROVISIONS**

A. 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.

B. 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. Such meetings shall be initiated by written request of either party, which shall reflect the precise agenda of the meeting.

C. If the City sub-contracts existing services to a private contractor, any permanent employee not afforded an opportunity to be placed in another City position that is available or with the private contractor, the employee shall be entitled to four (4) weeks' severance pay.

D. 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.

E. The City will provide a desk and filing cabinet that can be locked and a bulletin board at the City Yard.

F. 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.

**ARTICLE 20**  
**HEALTH AND WELFARE**

A. Hospitalization and Health Insurance shall consist of: Prescription Plan, Dental Plan, Vision Plan. All eligible active employees and eligible dependents shall be provided NJ Direct 15 of the State Health Benefits Plan as the base hospitalization plan. All employees shall contribute toward their health insurance in accordance with Tier Four of Ch. 78 P.L. 2011.

B. The prescription co-pay shall be \$10.00 for generic medication and \$15.00 for brand named medication for the duration of this Agreement.

C. The annual maximum for dental coverage shall be reduced to \$1,950.

D. Waiver of coverage payments shall be determined in accordance with N.J.S.A. 52:14-17.31a(b).

E. The retirement health benefit costs to be borne by the retiree shall remain at twenty-five (25) percent as currently provided. All eligible employees who retire on or after January 1, 2019 and their eligible dependents shall be provided NJ Direct 15 of the State Health Benefits Plan as the base hospitalization plan. NJ Direct 10 shall not be available for employees who retire and their eligible dependents on or after January 1, 2019.

**ARTICLE 21**  
**LONGEVITY**

The longevity dollar amount for all employees entitled to receive longevity as of January 1, 2019, will be frozen at the dollar amount earned as of that date. Moreover, longevity will not be increased based upon any promotion or any other salary increase received by the employee subsequent to January 1, 2019. After January 1, 2019, employees shall not be entitled to receive any increase in longevity dollar amounts as they continue their employment with the City. Additionally, employees represented by the Association who may achieve the appropriate years of continuous service with the City on or after January 1, 2019, shall not receive any longevity payments.

Longevity payments shall apply only to employees who were on the City payroll as of January 1, 2015 and have been continuously employed with the City through the date of full ratification and approval by the Union, the City and the Director of Local Government Services.

Should any conflict arise between the parties on the payment of longevity, the language of this Article will control. For those employees who are entitled to receive longevity in accordance with the provisions of this Article, longevity shall be paid as part of the regular pay.

**ARTICLE 22**  
**SALARY INCREASES**

A. Effective July 1, 2022, the starting salary for this bargaining unit shall be thirty-one thousand two hundred dollars (\$31,200).

B. Effective July 1, 2022, employees covered under this agreement shall receive a four thousand five hundred dollar (\$4,500.00) increase to their current base salary.

C. Effective January 1, 2023, employees covered under this agreement shall receive a three thousand dollar (\$3,000.00) increase to their current base salary.

D. Effective January 1, 2024, employees covered under this agreement will receive a two percent (2%) increase to their current base salary.

E. Effective January 1, 2025, employees covered under this agreement will receive a two percent (2%) increase to their current base salary.

**ARTICLE 23**  
**TERMINAL LEAVE**

A. The parties acknowledge that, pursuant to the Municipal Stabilization and Recovery Act, the Director of the Division Local Government Services issued a directive dated October 18, 2018, which is attached hereto as Exhibit B. It is further agreed that Director Walter's directive establishes the standard for terminal leave payments to retirees.

B. Upon retirement, accumulated sick leave payout shall not exceed \$15,000 for all employees to the extent authorized by law.



**ARTICLE 24**  
**EDUCATION**

A. When the City mandates that an employee must attend a job-related course, school, or maintain a certification, all expenses, including travel, lodging and tuition, must be paid in advance by the City.

B. The one-time salary bonus for obtaining a degree will be frozen after December 31, 2018. After December 31, 2018, current employees and employees hired after December 31, 2018 shall not receive any salary bonus for achieving a college degree.

**ARTICLE 25**  
**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 thereof, 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 the City or the 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 26**  
**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 classification, 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 decision on the above matters is subject to the grievance procedure. Nothing in this Article shall alter or relieve the City of any of its obligations undertaken by this Agreement.

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.

The parties to this Agreement acknowledge that its terms and conditions are subject to the statutory powers vested in the Director of the Division of Local Government Services as set forth in the Municipal Stabilization and Recovery Act, ("MSRA") codified at N.J.S.A. 52:27BBBB-1, et seq.

**ARTICLE 27**  
**DURATION**

A. This Agreement shall be effective as of January 1, 2022 and remain in full force and effect until December 31, 2025. 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 it desires 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.

B. 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.

C. 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 the 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.

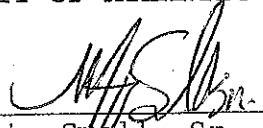
D. The City and Union agree that the negotiations for a new Agreement will be commenced 90 days before the expiration date of this Agreement.

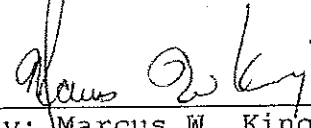
E. It is understood that the Public Employment Relations Commission (PERC) will have the authority to resolve any dispute over the titles represented by Teamsters Local 331 as to whether they are to be considered as part of the Unit covered in this Agreement.

IN WITNESS WHEREOF, the undersigned have affixed their signatures as the duly authorized legal representatives of the City and Teamsters Local 331 on the <sup>15<sup>th</sup></sup> day of July, 2022.


CITY OF ATLANTIC CITY

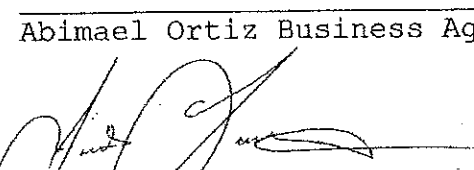
TEAMSTERS LOCAL 331

  
By: Marty Spall, Sr., Mayor

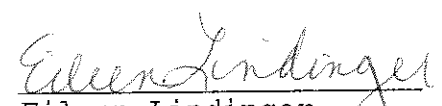
  
By: Marcus W. King President

ATTEST:

  
By: Paula Geletei, City Clerk  
8/22/2022

  
By: Abimael Ortiz Business Agent

Reviewed as to form only:

  
By: Eileen Lindinger,  
Assistant City Solicitor

## CLASSIFICATIONS

The following titles shall be included within this bargaining unit:

BUILDING SERVICE WORKER  
BUILDING MAINTENANCE WORKER  
CARPENTER  
CARPENTER - MAINTENANCE MISCELLANEOUS REPAIRMEN  
CARPENTER - MAINTENANCE CONSTRUCTION  
ELECTRICIAN  
EQUIPMENT OPERATOR BCH. MAINTENANCE  
EQUIPMENT OPERATOR  
EQUIPMENT OPERATOR (SWEEPER MECH.)  
HEAT & A.C. OPERATOR  
HEAT & A.C. OPERATOR SR  
HEAVY EQUIPMENT OPERATOR  
HEAVY EQUIPMENT OPERATOR SLF  
LABORER  
MASON  
MASON MAINTENANCE REPAIRER  
OMNI BUS DRIVER  
PLUMBERS  
PARKING LOT ATTENDANT  
PAINTERS  
RECEIVING ATTENDANT  
TRUCK DRIVER  
WASH RACK ATTENDANT

# Resolution of the City of Atlantic City

**No. 417**

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

Factual contents certified to by

\_\_\_\_\_  
Deputy City Solicitor /s/ Eileen Lindinger

\_\_\_\_\_  
Business Administrator /s/ Anthony Swan

Prepared by City Solicitor's Office

Council Members SHABAZZ & MARSHALL present the following Resolution:

## RESOLUTION TO APPROVE THE TEAMSTERS LOCAL 331 LABOR CONTRACT WITH THE CITY OF ATLANTIC CITY

**WHEREAS**, the City of Atlantic City has been involved in collective bargaining with the **TEAMSTERS LOCAL 331**; and

**WHEREAS**, an agreement has been reached between the parties; and

**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 Agreement and any further memorialization and/or formalization of such Agreement between the City and the **TEAMSTERS LOCAL 331** for the years 2022, 2023, 2024, 2025.

**BE IT FURTHER RESOLVED** that the Agreement is subject to the Municipal Stabilization Recovery Act and the approval of the designee of the Director of the Division of Local Government Services.

cr August 18, 2022 9:14 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.
DUNSTON	X						RANDOLPH	X					X
KURTZ	X						SHABAZZ	X					
MARSHALL	X						WEEKES	X					
MORSHED	X				X		ZIA	X					
							TIBBITT, 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: JULY 27, 2022

\_\_\_\_\_  
/s/ Paula Geletei, City Clerk