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01-03

AGREEMENT

between the

CITY OF ATLANTIC CITY, *City of*

and the

AMALGAMATED TRANSIT UNION

DIVISION 880

(Bus Terminal Unit)

X January 1, 1985 through December 31, 1987

ARON
& SALSBERG
COUNSELLORS AT LAW
684 PASSAIC AVENUE
MUTLEY, NEW JERSEY 07110

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AGREEMENT

This Agreement made and entered into effective as of January 1, 1985, by and between the Amalgamated Transit Union, Division 880, AFL-CIO (hereafter called the "Union"), with offices at ~~██████████~~ 126 ~~██████████~~ KINGS HIGHWAY, M^T. EPHRAIM 08059 ~~██████████~~, New Jersey ~~██████████~~ and the City of Atlantic City, (hereafter called the "City").

WITNESSETH:

WHEREAS, the Union is the Collective Bargaining agent for certain employees of the City as set forth in the certification issued by the State of New Jersey Public Employment Relations Commission; and,

WHEREAS, the parties have negotiated and agreed upon terms and conditions of a collective bargaining agreement covering the employees in such a unit, and desire and intend by this Agreement to reduce such terms and conditions to writing:

NOW, THEREFORE, in consideration of the mutual promises, it is agreed as follows:

ARTICLE I - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for salary and hourly rated employees, classified as Baggage Agents, Baggage Persons, Janitors, Matrons,

Maintenance Workers and Guards, employed at the bus terminal, and excluding supervisors. The City agrees to deal with the duly accredited representatives of the Union.

ARTICLE II - CHECK OFF

The City agrees to deduct the Union monthly membership dues from the pay of its employees who are members of the Union and who sign authorizations for such deductions, and shall promptly remit the same to the proper officers of the Union as designated by the Union in writing. For this purpose, the Union shall maintain and furnish to the City a notarized list of its members in the employ of the City, together with the dues in effect, not later than the last Thursday of each month.

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

ARTICLE III - WORK SCHEDULE

- (a) The normal work weeks for all employees will be forty (40) hours per week, five (5) consecutive days at eight (8) hours per day.

- (b) Openings on shifts will be posted and employees will be given the opportunity to bid, based on seniority and qualifications. If all factors are equal then seniority will prevail.

ARTICLE IV - OVERTIME

Section 1

- (a) Overtime at the rate of time and one half (1-1/2) shall be paid after the completion of eight (8) hours in any day or forty (40) hours per week.
- (b) Any employee working on regular day off will be paid at time and one half (1-1/2).
- (c) Any employee who is requested and returned to work during periods other than his regularly scheduled shift shall be guaranteed not less than three (3) hours pay, at the rate of time and one half (1-1/2).

Section 2 (As relates to Permanent and Temporary Guards)

Time worked in excess of forty (40) hours in any one (1) week will be calculated at one and one-half (1-1/2) times.

ARTICLE V - SALARY INCREASES

Section 1

- * Effective January 1, 1985 \$1,700. per annum
- * Effective January 1, 1986 \$1,500. per annum
- * Effective January 1, 1987 \$1,400. per annum

- * It is specifically understood that employees hired after January 1st of any contract year shall not be entitled to a salary increase that year. For example, an employee hired in June of 1985 shall remain at his hiring rate until January 1 of 1986, because he was not on the payroll as of January 1 of that year.

Section 2

It is specifically understood that employees hired after November 12, 1985 shall receive their first Union-negotiated increase in two (2) equal installments; the first shall be January 1st and the second shall be July 1st of the year during which the employee is entitled to the increase. For example, a new employee hired in ^{November} October of 1985 would receive his first increase of \$750 on January 1, 1986 and an additional increase of \$750 on July 1, 1986.

ARTICLE VI - INSURANCE

The City will continue to provide for employee & family -- Hospital and Surgical Benefits, Prescription Drug Plan, Vision Plan and Dental Care Programs in effect on January 1, 1985, including all increases to all insurance programs.

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ARTICLE VII - LONGEVITY

A lump sum annual payment to all employees covered by this Agreement will be paid in the first pay period of December each year for full years of continuous service completed by November 30th of that year in accordance with the following schedule:

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

Employees shall have the right, once per year, in accordance with procedures established by the City, to have longevity included as part of their regular pay in lieu of the lump sum.

ARTICLE VIII - SICK LEAVE

- (a) Employees will earn one and one-quarter (1-1/4) sick day for each month of service, fifteen (15) days annually with pay. If any employee requires the use of none or a portion of his allowable sick leave for any calendar year, the amount of sick leave not taken shall accumulate to his credit from year to year.
- (b) Terminal leave - an employee can use up to eighteen (18) months of accumulated sick leave prior to retirement.
- (c) An employee can elect to receive a lump sum payment of fifty (50%) percent of his accumulated sick leave with a maximum of \$12,000.00 prior to retirement.

ARTICLE IX - BEREAVEMENT

A leave of absence with pay, up to three (3) days, shall be granted employees, because of the death of mother, father, mother-in-law, father-in-law, brother, sister, spouse, children and grandparents. Upon submission of proof, an additional two (2) days shall be granted for out of state travel over 250 miles.

ARTICLE X - WORKERS COMPENSATION

- (a) An employee injured on duty will receive Workers Compensation due him, plus the difference between the amount received as compensation to him and his salary during the period of temporary disability only.
- (b) An employee injured on the job, who 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 their shift. An employee who has returned to his regular duties after sustaining a compensable injury and who is required by the compensation doctor to receive additional medical treatment during his regularly scheduled work shift, shall receive his regular hourly rate of pay for such time.

ARTICLE XI - HOLIDAYS

(a) The following days are recognized as holidays:

New Years' Day
Martin Luther King's Birthday
Washington's Birthday
Lincoln's Birthday
Good Friday
Memorial Day
Fourth of July
Labor Day
Columbus Day
Thanksgiving Day
General Election Day
Veterans Day
Christmas Day

(b) If an employee works on one of the above holidays, he will receive an additional days' pay at time and one half (1-1/2).

If a holiday falls on a Sunday, it will be celebrated on Monday, and if on a Saturday, it will be celebrated on Friday.

ARTICLE XII - VACATION

The vacation schedule will be as follows:

	<u>1985</u>	<u>1986/1987</u>
1 year to end of 5 years	12 days	12 days
Beginning with 6th year to end of 10 years	15 days	18 days
Beginning with 11th year to end of 15 years	18 days	21 days
Beginning with 16th year to end of 20 years	21 days	25 days
21 years and over	25 days	30 days

Vacation time cannot be used until it is accrued.

ARTICLE XIII - SENIORITY

- (a) Seniority is defined as an employee's total length of service with the employer or the predecessor public employer beginning with his original date of hire.
- (b) The City shall maintain an accurate, up to date seniority roster showing each employee's date of hire, classification and pay rate, and shall make such information available to the Union upon request.

ARTICLE XIV - GRIEVANCE PROCEDURE

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

Step 1: The aggrieved employee or the Union Shop Steward at the request of the employee shall take up the written grievance or written dispute with the employee's immediate supervisor, within ten (10) working days of its occurrence or knowledge of such grievance. Failure to act within said time period shall be deemed to constitute an abandonment of the grievance. The supervisor shall then attempt to adjust the matter and shall respond to the employee and the Shop Steward within three (3) working days, in writing. The grievant shall have the right to Union representation at any disciplinary hearing.

Step 2: If the grievance is not resolved at the first step level, the President of the Union or his designee shall take the matter up with the Director or his designee within ten (10) working days from receipt of the decision from the Supervisor.

Step 3: In the event such dispute or grievance is not settled to the mutual satisfaction of the parties at either the first or second steps, hereinabove set forth, then such dispute or grievance may be referred to arbitration at the request of either party in writing, not later than ten (10) working days after the completion of the prior step. If the parties fail to agree upon arbitration, P.E.R.C. shall be requested by both parties to provide a panel of five (5) arbitrators. The City and the Union shall strike a name alternately, and the remaining name shall be the arbitrator. The arbitrator shall restrict his inquiry to the standards established by the agreement and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. His decision shall be final and binding on both parties.

Expense for the arbitrator's services shall be borne equally by the City and the Union, however each party shall be responsible for compensating its own representatives and witnesses. If

either party desires a verbatims record of the proceedings, it may cause such a record to be without charge to the other party and the arbitrators.

ARTICLE XV - OTHER PROVISIONS

Section 1: Bulletin board will be made available by the City in the terminal for the use of the Union for the purpose of posting Union announcements and other information of a noncontroversial nature.

Section 2: Representatives of the Union who are not employees of the City, will be permitted to visit with employees during working hours at their regular stations so long as such right is reasonably exercised and there is no undue interference with work progress.

Section 3: Employees are entitled to two (2) personal days per year. Requests are to be made forty-eight (48) hours prior, for legal religious or personal emergency, not to be unreasonably denied.

ARTICLE XVI - SUCCESSOR CLAUSE

In the event the City of Atlantic City shall dispose of the terminal or the operation of the terminal by sale, transfer or lease, the City shall make it a condition of such sale, transfer or lease that the purchaser or transferee or leasee shall become a party to the labor agreement in force with the Union.

ARTICLE XVII - MANAGEMENT RIGHTS

It is the right of the City to determine the standards of service to be offered by its agencies; determine the standards action; relieve its employees from duty because of lack of work or for any other legitimate reason, maintain the efficiency of its operation; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; schedule the hours; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The practical impact of the decisions on the above matters are subject to the Grievance Procedures. Nothing in this Article shall alter or relieve the City of any of its obligations undertaken by this Agreement.

DURATION OF THIS AGREEMENT

Effective January 1, 1985 to December 31, 1987. Negotiations shall begin October 15, 1987 for a new agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement
and cause same to be executed by its respective officers or
agents on the 6th day of March, 1986

Geoff. M. Loughlin
President, Division 880, A.T.U.

CITY OF ATLANTIC CITY

By: James H. Vesey
Mayor, City of Atlantic City

ATTEST:

By: Mary C. Spear
ACTING CITY CLERK
5-20-86