


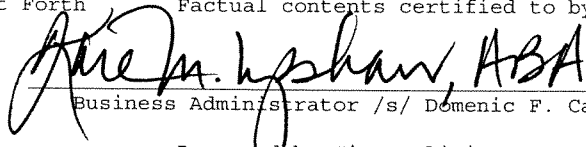
Resolution of the City of Atlantic City

No. 851

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

Factual contents certified to by


 City Solicitor /s/ Anthony A. Swan


 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 **ATLANTIC CITY WHITE COLLAR PROFESSIONAL EMPLOYEES ASSOCIATION**; and

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City that the Mayor is hereby authorized to execute and the City Clerk to attest the attached Memorandum of Agreement and any further memorialization and/or formalization of such Memorandum of Agreement between the City and the **ATLANTIC CITY WHITE COLLAR PROFESSIONAL EMPLOYEES ASSOCIATION** for the years 2007, 2008, 2009 and 2010.

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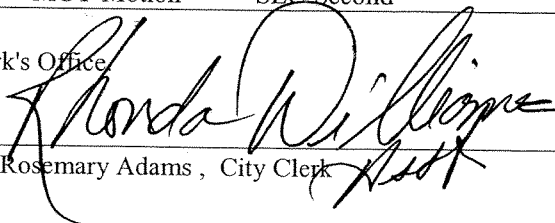
RECORD OF COUNCIL VOTE ON FINAL PASSAGE

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 14 2007


 /s/ Rosemary Adams, City Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding will become effective retroactive to January 1, 2007 and expire December 31, 2010.

The parties agree to the following contract changes:

Article IV, Employee Representation

New Section 3. The Union President will have ten (10) hours per week available for which to conduct Union business.

Article V, Check-off & Agency Shop

Section 5. Add: Effective January 1, 2008, white collar employees shall contribute fifty (.50¢) cents per pay per member through payroll deduction to the Union Scholarship Fund.

Article VII, Union Meetings

Any six (6) members of the Union who are elected or designated to attend conventions....

Article IX, Promotions

New Section 2. For any employee in a position for two years as a result of a promotion and/or title change goes back to their former title, whether by layoff, demotion or other means, only the exact dollar amount of the original increase shall be lost.

Article XI, Schedule and Overtime.

Section 8. Employees working on continuous shift operations shall receive a one dollar (\$1.00) for second (2nd) shift work and one dollar twenty-five cents (\$1.25) for third (3rd) shift work.

Section 9. Add: Approval for out-of-title will be granted before an employee is asked to perform duties in higher classifications. However, in an emergency no prior approval will be required.

New Section 12. The City will consider the union's request for a thirty-five hour work week for Recreation employees whose Civil Service titles are not defined as part-time.

Article XII, Holidays and Personal Days

Section 4. Recreation attendants shall receive eight (8) paid holidays per year.

School crossing guards shall receive two (2) paid holidays per year, Memorial Day and Dr. Martin L. King Day.

Article XVI, Hospitalization and Health Insurance

Section 3. The prescription co-pay is ten (\$10.00) dollars for generic prescriptions and fifteen (\$15.00) dollars for brand-name prescriptions.

Section 5. Employees covered by this agreement are 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. Current part-time employees are included, however, future part-time employees will be excluded.

Section 6. The retirement health benefits cost to be borne by the retiree shall remain at twenty-five (25%) percent as currently provided.

New Section 7. Retirees shall receive up to \$420.00 per year for reimbursement for dental and optical coverage expenses including the cost of purchasing insurance for such coverage. Retiree shall provide proof of coverage. This provision shall apply only if it is continued in the PBA and Firefighters contracts as a result of collective negotiations.

New Section 8. Permanent School Traffic Guards who are eligible to receive health benefits will be eligible for FMLA and State Family Medical Leave. Through attrition, the City, at its discretion, can reduce the number of Permanent School Traffic Guards receiving health benefits.

Article XVII, Unpaid Leaves

Section 6. Eligibility after one (1) year.

Employees shall be eligible for an unpaid leave of absence after having completed one (1) year of employment under this Article; this provision shall not apply to FLMA or other statutory leaves.

New Section 7. Special Leave

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 XVIII, Paid Leaves

New Section 6. The City will abide by any changes to the FMLA or a State of New Jersey equivalent concerning paid leaves. It is understood by the Union and the City that this agreement is not a waiver of any additional rights given to the employer or employee under State or Federal law with regard to the FMLA or any State of New Jersey equivalent.

Article XIX, Seniority

New Section 9. Except where New Jersey Civil statutes require otherwise, in all cases of promotions, demotions, layoff(s), recall(s), vacation schedules and other situation are concerned, an employee with the greatest amount of seniority shall be given consideration provided she/he has the ability to perform the work involved.

Article XXI, Educational

Section 3. Effective January 1, 2008, any employee who completes their degree from an accredited college while employed by the City shall receive a one-time salary bonus upon submitting adequate proof of receiving said degree as follows:

Associate Degree	\$500.00
Bachelor's Degree	\$750.00
Master's Degree	\$1000.00
Doctorate Degree	\$1250.00

Article XXii, Mileage Reimbursement and Motor Pool

Section 1. Employees required to use their personal vehicle in the performance of their duties will receive mileage reimbursement based on the current IRS rate. Employees required to use public transportation in the performance of their duties shall be compensated for their expenditures. Such compensation shall be made promptly after submission of the expense to the City.

Delete Section 2.

Article XXIV, Clothing and Tool Allowance

Section 3. Add: Effective January 1, 2008, employees providing receipts for clothing items by October 1st of each year to the department of revenue and finance shall not be tax on said reimbursement per IRS regulations, up to the amount of the clothing allowance. Employees not providing receipts shall be subject to IRS regulations on withholding.

Section 6. Add: Permanent School Guards will receive a complete uniform within eighteen (18) months from the approval of this contract.

Article XXVI, Salary

Section 1. Effective January 1, 2007, employees shall receive four (4%) percent or \$1,600, whichever is greater. Employees hired after January 1, 2007 will receive a prorated increase.

Section 2. Effective January 1, 2008, employees shall receive four (4%) percent or \$1,600, whichever is greater.

Section 3. Effective January 1, 2009, employees shall receive four (4%) percent or \$1,600, whichever is greater.

Section 4. Effective January 1, 2010, employees shall receive four (4%) percent or \$1,600, whichever is greater.

Delete Current Section 5, 6 & 10

New Section 5. Starting January 1, 2008, the starting salary for public safety telecommunicator will be \$29,000.00 and all existing employees covered by this agreement shall receive a one-time salary adjustment of \$3,000.00.

New Section 6. The minimum salary for new hires beginning January 1, 2008 will be \$22,000.00.

New Section 7. Code Enforcement employees holding UCC license will receive an additional \$1,000.00 increase in their salaries effective January 1, 2008 with this amount dispositive of any future grievance.

Article XXVIII, Physical Examinations of Employees

New Section 3. The City may, at its own option, require an employee to see the designated City doctor at the City's expense if the employee is out of

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

**Article XXIX, Payroll Deductions change to:
Article XXIX State Disability**

Section 1. If the bargaining units representing all employees of the City of Atlantic City agree to enter the State Disability Program, the City will take all steps for enrollment in same. The Union understands that the City's position is all in or all out, and that the employees are responsible for required contribution.

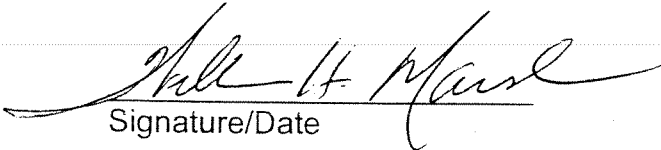
Article XXXIV, Duration

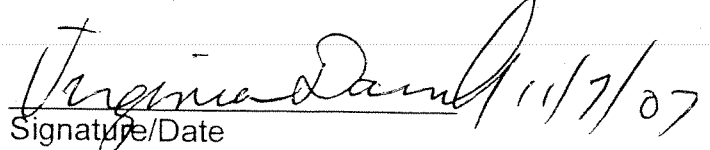
Section 1. This Agreement shall be effective on the first day of January 1, 2007 and shall remain until the 31st day of December 2010.

The Atlantic City White Collar Professional Association will advise its membership to ratify this Memorandum of Understanding and the City understands that member ratification is necessary before it becomes effective.

For the City of Atlantic City

For the Atlantic City White
Collar Professional Association


Signature/Date


Signature/Date

PREAMBLE

A-6120
XS
AGREEMENT dated this / day _____ of 2007, 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 ATLANTIC CITY WHITE COLLAR PROFESSIONAL ASSOCIATION, (hereinafter referred to as the "Union").

WHEREAS, the City and the Union have negotiated a Collective Bargaining Agreement to cover the calendar years 2007, 2008, 2009 and 2010.

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 I

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 and its employees and the City.

ARTICLE II

INTERPRETATION AND RECOGNITION

Section 1. It is the intention of the parties that this Agreement be construed in harmony with the Rules and Regulations of the Department of Personnel, Chapter 303 of Laws of 1968, as amended, the Statutes of the State of New Jersey, the Ordinances of the City of Atlantic City and the By-Laws of the Atlantic City White Collar Professional Association.

Section 2. The City recognizes the Atlantic City White Collar Association as the exclusive negotiating agent and representative for all City Employees (including employees of the parking authority) and excluding policemen, firemen, craft and blue 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.

Section 3. 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.

ARTICLE III

NON-DISCRIMINATION

Section 1. The City and the Union both recognize that there shall be no discrimination by reason of sex, creed, racial origin or age as far as employment is concerned or as far as any opportunities for improvement of jobs 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 the City in the appropriate bargaining unit.

Section 2. Any employees who are 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 employees because of Union membership or activities.

ARTICLE IV

EMPLOYEE REPRESENTATION

Section 1. The Union will notify the City as to the names of the stewards and accredited representatives. No more than one (1) steward 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 representation matters.

Section 2. Any steward within the city shall be allowed to investigate grievances during working times, but shall not disrupt work. Authorized agents of the Union shall have access to the City'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.

Section 3. The Union President will have 10 hours per week available for which to conduct union business.

ARTICLE V

CHECK-OFF & AGENCY SHOP

Section 1. The City shall deduct dues and initiation fees from the wages of all personnel covered by this Agreement who have filed with the City a proper dues deduction authorization card as required by the laws of the State of New Jersey. The Union shall advise the City of the fixed and standard dues and initiation fees of its members and the payments shall be made to the Union (bi-weekly).

Section 2. The agency shop shall be in accordance with the current state laws.

Section 3. The City shall recognize all full members as such and shall not transfer them to agency shop status if an employee is on an authorized leave or lay-off.

Section 4. 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 by reason of action taken under this clause.

Section 5. ACWCPA Scholarship Fund

Effective January 1, 2003, the City shall contribute at the rate of 0.50 cents (fifty cents) per pay per member to the Union Scholarship Fund.

Effective January 1, 2008, white collar employee will contribute at the rate of 0.50 cents (fifty cents) per pay per member to the Union Scholarship Fund, through payroll deduction.

Section 6. The City of Atlantic City agrees that the ACWCPA is the sole and exclusive collective negotiations representative and that all consistent provisions in the previous Collective Bargaining Agreement relative Agency Shop shall remain in full force and effect as provided for in Article V, Sections 1-4.

ARTICLE VI

MANAGEMENT RIGHTS

Section 1. 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.

Section 2. Judiciary Employees

The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, rules of the Supreme Court of New Jersey, and the directives of the Administrative Director of the Courts, and the Assignment of the Judge of Vicinage of Atlantic City, including, but without limiting the generality of the foregoing, the following rights:

- 1) To the executive management and administrative control of the Court and its facilities and to determine the standard of service to

be offered by the Court related employees and to direct the activities of court related employees;

- 2) To determine the standards of selection of employment and to hire all employees and, subject to the provision of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- 3) To suspend, demote, discharge or take other disciplinary action for good just cause according to law;
- 4) To maintain the efficiency of its operations;
- 5) To exercise complete control and discretion over the organization and administration of the courts and over all terms and conditions of court related personnel;

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules and regulations and practices in furtherance thereof and the use of the judgment and discretion in connection herewith shall be limited only to the specific express terms of this Agreement and then only to the extent such specific and express terms hereof are not inconsistent with the Constitution and Laws of New Jersey and of the United States, the rules of the Supreme Court of New Jersey, the directive of the Chief Justice of the Supreme Court of New Jersey and the directives of the Administrative Director of the Courts.

Nothing contained herein shall be construed to deny or restrict the funding agent of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other National, State, county or local laws or ordinances unless any such action to be taken by the funding agent shall be inconsistent

with the Constitution of the State of New Jersey, the rules of the Supreme Court of the State of New Jersey, the directives of the Chief Justice of the Supreme Court of New Jersey, the directives of the Administrative Director of the Courts, or the directives of the Assignment Judge for the vicinage which includes Atlantic City in which event the provision of the Constitution, Rules of the Supreme Court, Directives of the Chief Justice, Administrative Director of the Chief Justice, Administrative Director or Assignment Judge shall prevail.

ARTICE VII

UNION MEETINGS

Any six (6) members of the Union who are elected or designated to attend conventions, seminars or similar meetings shall be permitted to attend such functions and shall be granted the necessary time off with 48 hours notice to the City with pay, provided that the said time off is a reasonable duration as determined by the person in charge of the project and the City. This right of attendance, moreover, shall be governed by any conditions, restrictions, or limitations contained in the 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.

ARTICLE VIII

GRIEVANCE PROCEDURE

Standard Procedure

All grievances and disputes may be handled in the manner provided by this Article; it is the intent of the parties to settle as quickly and informally as possible.

Step 1. Within 10 working days of the occurrence or knowledge of any grievance or dispute, the Union Steward may meet with the Immediate Supervisor and attempt to reach a satisfactory solution. The Immediate Supervisor has 3 working days to respond.

Step 2. If no solution can be reached, the Steward may refer the matter to the Association Representative and the Steward or Association Representative may take the matter up with the Department Head. The Union shall meet with the Department Head within ten (10) working days from the answer in Step 1. The Department Head has five (5) working days to respond.

Step 3. If no solution can be reached within ten (10) days from the answer in Step 2, the Union may submit the grievance in writing to the Business Administrator or their designee. The Association Representative and the Business Administrator or their designee shall meet in an endeavor to adjust the matter. The Business Administrator or their designee has ten (10) working days to respond in writing.

Step 4. If the Association Representative and the Business Administrator or their designee, do not reach an agreement or adjustment satisfactory to the Union, the Union may, in its discretion, submit the matter to an arbitrator. If the Union submits the matter to arbitration it shall notify the Public Employment

Relations Commission that they are 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 Department of Personnel of the State of New Jersey which might be pertinent, and render their award in writing, which shall be final and binding. 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.

Section 1. All notices of any disciplinary actions and warnings shall be copied and sent to the Association Representative.

Section 2. Extensions and Modifications – Time extension under the above grievance procedure clause may be mutually agreed upon by the City and the Union.

Section 3. It is understood that the grieving party may elect to pursue either civil service or arbitration – but not both. Matters, which are subject to the Civil Service jurisdiction, shall be exclusively heard by that body; toward that end, no arbitration shall take place less than ninety (90) days after the final decision of the Personnel Director, unless mutually agreed by both parties in a written instrument.

Judiciary Procedure

Section 1. Purpose

The parties agree that it is in the best interest of employees and management that all grievances should be resolved promptly and equitably. To this end, relevant and necessary information, materials and documents concerning any grievance shall be provided by the Union and the City upon written request to the other.

(1) The following procedure which may be initiated by an employee and/or the Union acting as their representative shall be the sole and exclusive means of seeking adjustment and settling grievances.

(2) Whenever any representative of the Union, or any employee, is scheduled by the parties during their working hours to participate in grievance procedures, such employee shall suffer no loss in pay or benefits. There shall be no claim for overtime in pay in the event the scheduled activity extends beyond the employee's normal tour of duty.

(3) Except in cases of bonafide emergencies, the Steward shall be permitted reasonable time to investigate, present and process grievances during working hours without loss of pay or time.

Section 2. Preliminary Informal Procedure

An employee may orally present and discuss a grievance with their immediate supervisor on an informal basis. The employee has the option of having a Shop Steward present for the discussion.

Section 3. Formal Steps

It is the intent of the parties to settle any grievance or dispute as quickly and informally as possible.

Step 1. The grievant, through the Union Steward, may take up the grievance or the dispute with the Immediate Supervisor or their designee within five (5) working days of the date the employee knew or should have known of its occurrence. Upon presentation of the grievance, the Immediate Supervisor shall then attempt to adjust the matter and shall respond to the Union Steward within five (5) working days after receipt of the grievance. Failure to act within five (5) working days shall be deemed to constitute an abandonment of the grievance.

Step 2. If the grievance has not been settled; it shall be presented in writing by the Steward or Association Representative to the Court Director or their designee within five (5) working days from their receipt of the grievance.

Step 3. A) Not being resolved in Step 2, the Association Representative, Shop Steward and the employee may within five (5) working days following the receipt by him/her of the determination of the Court Director, appeal the matter to the Assignment Judge.

B) The Assignment Judge shall review the matter and issue a written decision within a reasonable time from the submission of the grievance to him/her. The decision of the Assignment Judge shall be final and conclusive. Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, the grievance procedure herein established by this Agreement between the City and the Union shall be utilized for any disputes covered by the terms of this Agreement affecting the employees covered hereunder.

Section 4. The parties, by mutual agreement, may relax time frames in the grievance procedure.

ARTICLE IX

PROMOTIONS

Any employee who is promoted shall receive a minimum of six (6%) percent increase in base pay upon initial promotion.

Effective January 1, 1997, the following shall apply to promotions in the case of one step, salary shall increase 6%, in the case of two or more steps salary shall increase 8%.

Section 1. Towing employees whose assignments require CDL shall be promoted and receive a 6% salary increase, the employee in charge of the shift shall receive a title upgrade and a 6% salary increase.

Section 2. For any employee in a position for two years as a result of promotion and/or title change goes back to their former title, whether by layoff, demotion or other means, only the exact dollar amount of the original increase shall be lost.

ARTICLE X

BULLETIN BOARD

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

ARTICLE XI

SCHEDULE AND OVERTIME

Section 1. For all employees covered by this Agreement, the work week shall consist of five consecutive work days, Monday through Friday from 9:00 a.m. to 4:30 p.m. with a ½ hour for lunch. There shall be no split shifts.

Section 2. It is understood that those employees who do not normally work Monday through Friday will continue to work on their designated schedules and days that are in effect at a 40 hour week.

Section 3. Employees who are required to work beyond 35 hours per week shall be compensated at their straight time rate for hours in excess of the 35, up to 8 hours in one day or 40 hours in a week, all time after 8 hours or after 40 hours shall be at time and one-half (1 ½). Overtime assignments will be given out according to the City's present practice according to seniority, except where exigent circumstances dictate otherwise.

Section 4. For employees whose normal hours are Monday through Friday, all hours on a Saturday are at time and one-half (1 ½); all hours on a Sunday are at double time (2).

Section 5. Overtime for the 6th day shall be at the rate of time and one-half. The 7th day shall be at the rate of double time. If the 7th day worked is a holiday, the rate shall be triple time (3).

Section 6. Normal pay for a holiday worked shall be at the rate of double time and one-half (2 ½).

Section 7. Employees working on continuous shift operations shall be granted compensatory time off when other employees are granted time off because of emergencies such as snow.

Section 8. Employees working on continuous shift operations shall receive one dollar (\$1.00 dollar) per hour for second (2nd) shift work and one dollar twenty-five cents (\$1.25) per hour for third (3rd) shift work.

Section 9. When authorized by the Department Head, persons working in higher classification will be paid in the higher classification for all hours in said performance. Approval for out-of-title will be grant before an employee is asked to perform duties in higher classifications. However, in an emergency no prior approval will be required.

Section 10. All communication employees shall receive applicable benefits due the members of the Union under this contract.

Section 11. With respect to judicial employees, work schedules may be changed upon notice to the employees affected and the Union. Any such change shall be discussed with the Union in advance.

Section 12. The City will consider the union's request for a thirty-five hours work week for Recreation employees whose Civil Services titles are not defined as part-time

ARTICLE XII

VACATION

Section 1. The following shall be the vacation formula:

1 st year	12 days
2 – 4 years	15 days
5 – 9 years	18 days
10 – 14 years	21 days
15 – 20 years	25 days
21 years or more	30 days

Section 2. One year of vacation leave may be carried into the succeeding year.

Section 3. Vacation requests shall be scheduled with a departments past practice.

Section 4. Vacation to be awarded January 1 of each year, employees will be obligated to pay back the City for days taken and not earned.

ARTICLE XIII

HOLIDAYS AND PERSONAL DAYS

Section 1. The employees covered by this Agreement shall receive the following thirteen (13) paid holidays.

- | | |
|------------------------|----------------------|
| New Years | Columbus Day |
| Lincoln's Birthday | General Election Day |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | July 4 th |
| Christmas Day | Labor Day |
| Dr. Martin L. King Day | |

Section 2. If a holiday falls on a Sunday it will be celebrated on Monday; if on a Saturday it will be celebrated on Friday.

Section 3. If a holiday falls on a Sunday and is celebrated on Monday, an employee shall receive holiday pay for working either Sunday or Monday, but in no event shall an employee receive holiday pay for both. The same application shall be made for the Saturday holiday which is celebrated on Friday.

Section 4. Personal Holiday. 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 or 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.

Recreation employees shall receive eight (8) paid holidays per year.

School Guards shall receive two (2) paid holidays per year, Memorial Day and Dr. Martin L. King Day.

In event of a snow closing by the Atlantic City Public Schools, each recreation attendant shall be afforded the opportunity to work that day at a different City facility.

School Crossings shall receive two (2) snow days per year.

ARTICLE XIV

LONGEVITY

Longevity shall be paid in lump sum payment between the first and second pay day of the month of December. In lieu of the foregoing, employees have the option to choose, one per year, or to have longevity paid as part of their regular pay. Longevity shall be computed each year for full years of continuous service completed by November 30 of that year in accordance with the following schedule:

5 – 9 years	2% of annual salary
10 – 14 years	4% of annual salary
15 – 19 years	6% of annual salary
20 – 24 years	8% of annual salary
25 year	10% of annual salary

Crossing guards and recreation assistants shall be eligible for longevity on a pro-rate basis.

ARTICLE XV

SICK LEAVE

Section 1. Any employee contracting or incurring any service or non-service connected sickness or disability who is quarantined by the Health Authorities shall receive sick leave with pay as prescribed in this Article.

Section 2. Employees shall be eligible for sick leave after thirty (30) days service with the City. Sick leave will be posted up front.

Section 3. 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.

Section 4. Employees shall be granted one and one-quarter (1¼) days of sick leave for each month of service. Any days used shall be deducted from this sick leave bank.

Section 5. School Crossing Guards shall be entitled to six (6) sick days per year.

Section 6. An employee may be required by the City to produce a doctor's certificate after five (5) consecutive days sickness or disability, or a pattern of abuse.

Section 7. 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.

Section 8. In the event of death, unused sick leave payment is to be paid to the estate of the employee.

ARTICLE XVI

HOSPITALIZATION AND HEALTH INSURANCE

Section 1. Hospitalization benefits shall be the same as provide for in the agreements between the City and AFSCME and the City and Local 29. In no event shall this mean a reduction in benefits.

Section 2. Hospitalization and Health Insurance shall consist of: Prescription Plan, Dental Plan, Vision Plan, Hospitalization (Blue Cross/Blue Shield or other available plans).

Section 3. The prescription co-pay is ten dollars (\$10.00) for generic prescriptions, and fifteen dollars (\$15.00) for brand-name prescriptions.

Section 4. The maximum lifetime coverage amount shall be increased to \$1,000,000.00.

Section 5. 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. Current part-time employees are included, however, future part-time employees will be excluded.

Section 6. Retirement Health Benefits.

The retirement health benefits costs to be borne by the retiree shall remain at twenty-five (25%) percent as currently provided.

Section 7. Effective January 1, 2007 retirees shall receive up to \$420.00 per year for reimbursement for dental and optical coverage expenses including the cost of purchasing insurance for such coverage. Retiree shall provide proof

of coverage. This provision shall apply only if it is continued in the PBA and Firefighters contracts as a result of collective negotiations.

Section 8. Permanent School Traffic Guards who are eligible to receive health benefits will be eligible for FMLA and State Family Medical Leave. Through attrition, the City, at its discretion, can reduce the number of Permanent School Traffic Guards receiving health benefits.

ARTICLE XVII

UNPAID LEAVES

Section 1. Reasonable Purpose

Leaves of absence without pay and not to exceed six (6) months, may be granted for reasonable propose, and such leave shall be extended or renewed for any reasonable period. Reasonable purpose in each case shall be agreed upon by the Union and the City.

Section 2. Union Rights

Employees hired by the Union to do work which takes them from their employment with the City, shall with the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed six (6) months, but it may be renewed or extended for a similar period at any time upon the request of the Union.

Section 3. Maternity

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

Section 4. 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.

Section 5. Education

A) After completing one (1) year of service, any employee, upon request, may be granted a leave of absence, without pay, which

shall not exceed six (6) months, but may be extended or renewed at the request of the employee.

- B) Six (6) months of leave of absence with any request extension for education purposes shall not be provided more than once every three (3) years.
- C) Where possible, employees, may be granted leaves of absence for educational purposes, not to exceed six (6) months in 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.

Section 6. Eligibility after one year

Employees shall be eligible for an unpaid leave of absence after having completed one (1) year of employment under this Article; this provision shall not apply to FMLA or other statutory leaves

Section 7. Special Leave

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 XVIII

PAID LEAVES

Section 1. 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.

Section 2. 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 included: wife, husband, children, grandchildren, parents, grandparents, sisters, brothers, brothers-and sisters-in-law, mother-and father-in law and common law husbands and wives. For all other relatives, one (1) day of leave to attend funeral services shall be provided. Two (2) additional days leave shall be provided if the funeral is out of State and at least 250 miles from the City of Atlantic City.

Section 3. 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.

Section 4. Military Service Leave

Any employee who is a member of a Reserved Force of the United States Army of this State 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 this period of activity, with no loss of time or pay, not to exceed thirty (30) days.

Section 5. 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 differences between their pay and jury pay shall be returned to the City.

Section 6. The City will abide by any changes to the FMLA or a State of New Jersey equivalent concerning paid leaves. It is understood by the Union and the City that this agreement is not a waiver of any additional rights given to the employer or employee under State or Federal law with regard to the FMLA or any State of New Jersey equivalent.

ARTICLE XIX

SENIORITY

Section 1. Definition

Seniority means an employees length of continuous service with the City since their last date of hire.

Section 2. Probationary Period

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

Section 3. Seniority Lists

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

Section 4. 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 their record. However, an employees 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.

Section 5. Layoff

In the event is becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, within title and department.

Section 6. Recall

A) Employees shall be recalled from layoff and according to their seniority, within department and title.

B) No new employees shall be hired until all employees on layoff status desiring to return to work, have been recalled within title except when employees are hired with Federal and State funds.

Section 7. Transfer

A) Employees desiring to transfer to other jobs shall submit an application in writing to their supervisor. The applications shall state the reason for the requested transfer.

B) Employees requesting transfer for reasons other than the elimination of job may be transferred to equal or lower paying job classifications on the basis of seniority.

Section 8. Anything dealing with seniority not in this Article shall be determined by Civil Service Rules and New Jersey State Laws governing the subject.

Section 9. Except where New Jersey Civil statutes require otherwise, in all cases of promotions, demotions, layoff(s), recall(s), vacation schedules and other situations are concerned, an employee with the greatest amount of seniority shall be given consideration provided she/he has the ability to perform the work involved.

ARTICLE XX

TERMINAL LEAVE

Section 1. 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 lump sum payment within eighteen (18) 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.

Section 2. Salary increases during the period and sick and vacation days cannot be accumulated while on terminal leave.

Section 3. The benefits that shall continue on terminal leave are pension contributions and group insurance.

Section 4. Terminal leave cap to be D.O.D. maximum for state employees for new hires after January 1, 2000.

ARTICLE XXI

EDUCATIONAL

Section 1. The City shall reimburse the cost of tuition for the employees who enroll in courses in accredited institutions of higher learning provided that:

A) The course, credit and non-credit, in which they enroll, shall bear a reasonable relationship to their present work assignment.

B) Prior approval to take such courses is secured in writing from the employee's Director, which approval the City shall not unreasonably withhold.

C) The rate of reimbursement, at a graduate or undergraduate level shall be equal to the per credit course now in effect at Rutgers, the State University.

D) The rate of reimbursement for non-credit courses shall be the full cost of tuition.

E) The number of credits per year for which an employee shall be reimbursed shall not exceed twenty (20). Said reimbursement shall be paid to the employee within sixty (60) days after completion of the course.

F) All non-related course mandated by an institution as a requisite for a degree or certificate shall be eligible for education increments.

Section 2. Effective January 1, 1984, 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.

Section 3. Effective January 1, 2008 any employee who completes their degree from an accredited college while employed by the City shall receive a

one-time salary bonus upon submitting adequate proof of receiving said degree as follows:

Associates Degree	\$500.00
Bachelor's Degree	\$750.00
Master's Degree	\$1,000.00
Doctorate Degree	\$1,250.00

Section 4. There shall be no retroactive application to this Article.

ARTICLE XXII

MILEAGE REIMBURSEMENT AND MOTOR POOL

Section 1. Employees required to use their personal vehicle in the performance of their duties will receive mileage reimbursement based on the current IRS rate. Employees required to use public transportation in the performance of their duties shall be compensated for their expenditures. Such compensation shall be made promptly after submission of the expense to the City.

ARTICLE XXIII

CALL IN PAY

Call in pay shall be a minimum of four (4) hours overtime pay.

ARTICLE XXIV

CLOTHING AND TOOL ALLOWANCE

Section 1. Work clothing shall be issued on the same basis as other non-uniform positions within the City.

Section 2. All inspectors in the Bureau of Investigations and Inspections shall be provided uniforms.

Section 3. The clothing allowance shall be supplied during the first week of November in each year of this Agreement. Said allowance shall be prorated depending upon actual service during the calendar year. Effective January 1, 2008, employees providing receipts for clothing items by October 1st of each year to the department of revenue and finance shall not be taxed on said reimbursement per IRS regulations, up to the amount of the clothing allowance. Employees not providing receipts shall be subject to IRS regulations on withholding.

Section 4. Tow lot employees shall receive a \$35 tool allowance per year. Effective January 1, 1997, this allowance shall be increased to \$250.00.

Section 5. The annual clothing allowance for employees eligible shall be \$400.00.

Section 6. School Crossing Guards will receive an annual clothing allowance of \$200.00. Permanent School Guards will receive a complete uniform within eighteen (18) months from the approval of this contract.

Section 7. Newly hired School Crossing Guards will receive an annual initial clothing allowance of \$425.00.

Section 8. Recreation employees shall receive a basic set of clothing (e.g. T-Shirt and sweatshirt and other items, if any, as agreed to by the Department Head.)

Section 9. Part-time security guards shall receive three (3) uniforms per year and shall receive \$225.00 per year for a clothing allowance.

Section 10. Health Department/Sanitary Inspectors shall receive a clothing allowance and are required to wear uniforms (the City shall provide the first set of uniforms).

ARTICLE XXV

POSITION INEQUITIES COMMITTEE

Section 1. A committee of labor and management shall meet by mutual agreement as needed to discuss possible position inequities. If the committee fails to resolve any disputes, the matter shall be remanded to arbitration as provided by the grievance procedure.

Section 2. A joint committee shall be established to draw up hours of work language, Article 14 to be completed within three (3) weeks time from today. The intent of this committee is to follow Article XV of the Local 29 contract unless variation by local practice.

ARTICLE XXVI

SALARY

Section 1. Effective January 1, 2007, employees shall receive four (4%) percent or \$1,600, whichever is greater. Employees hired after January 1, 2007 will receive a prorated increase.

Section 2. Effective January 1, 2008, employees shall receive four (4%) percent or \$1,600, whichever is greater.

Section 3. Effective January 1, 2009, employees shall receive four (4%) percent or \$1,600, whichever is greater.

Section 4. Effective January 1, 2010, employees shall receive four (4%) percent or \$1,600, whichever is greater.

Section 5. Starting January 1, 2008, the starting salary for public safety telecommunicator will be \$29,000.00 and all existing employees covered by this agreement shall receive a one-time salary adjustment of \$3,000.00.

Section 6. The minimum salary for new hires beginning January 1, 2008 will be \$22,000.00.

Section 7. Code Enforcement employees holding a DCA license will receive an additional \$1,000.00 increase in their salaries effective January 1, 2008 with this amount dispositive of any future grievances.

Section 8. Part-time employees, such as Recreation employees, crossing guards, attendants, lifeguards, program specialists, recreation center director, et. al. shall get a pro-rata salary increase based on hours of work averaged throughout the title compared to the annual thirty-five hour per week work year.

Section 9. The City shall provide the Union a monthly summary of merit pay increases awarded.

Section 10. Employees shall receive regular pay for all time lost between the time when the employee doctor certifies that the employee is able to return to work from injury/illness and the time when the employee is certified to return to work by the City physician after examination.

ARTICLE XXVII

NO STRIKE

The Union assures and pledges to the City that its goals and purpose are such as to condone no strike by the public employee's or 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 or advocate or encourage members of the unit to initiate the same, the Union will not support anyone acting contrary to this provision.

ARTICLE XXVIII

PHYSICAL EXAMINATIONS OF EMPLOYEES

Section 1. Any results of employee physical examinations shall be kept confidential.

Section 2. Any employee undergoing rehabilitation as a result of said examinations may use their accumulated time (personal leave, sick leave, vacation time, and compensatory time), and then be placed on unpaid medical leave.

Section 3. Any employee exposed to asbestos who feels they have a medical problem will be sent to the clinic for a medical examination, at the City's expense.

Section 4. The City may at its own option require an employee to see the designed City doctor at the City's expense if the employee is out of work because of an illness or injury for 5 consecutive days, or has a pattern of absence or if the employee expresses an inability to complete task associated with the employee's job assignment for mental or physical reasons. The City may at its own expense require an employee to undergo drug and alcohol testing should the City have a reasonable suspicion that the employee is under the influence of drugs or alcohol. The City may also at its own expense require an employee to undergo a fitness for duty examination should the City determine or the employee expresses an inability to perform their job duties. The practical impact of the City requiring the above testing is subject to the grievance procedure.

ARTICLE XXIX

STATE DISABILITY

Section 1. If the bargaining units representing all employees of the City of Atlantic City agree to enter the State Disability Program, the City will take all steps for enrollment in same. The Union understands that the City's position is all in or all out, and that the employees are responsible for required contribution.

ARTICLE XXX

GENERAL PROVISIONS

Section 1. The City will promote the concept of upward mobility and in-house promotion, to the extent feasible under Civil Service Rules and Regulations, by normally posting available job opportunities on bulletin boards all bargaining unit and promotional job vacancies and to mail a copy of such posting to the Union. The City will interview qualified applicants for job vacancies. Also, notification of such title changes will be given to the Union.

Section 2. 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.

Section 3. Agents of the Association shall be permitted to visit job sites and work locations for the purpose of discussing Union matters, provided these visits do not disrupt the normal work operations of the City.

Section 4. 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.

Section 5. The City shall comply with the Americans with Disabilities Act and the Law Against Discrimination.

ARTICLE XXXI

TEMPORARY EMPLOYEES

Temporary employees shall be treated as prescribed by the Department of Personnel Regulations.

ARTICLE XXXII

TEMPORARY DISABILITY INSURANCE

There shall be a reopener effective January 1 of each year based solely on the issue of State Disability.

ARTICLE XXXIII

SAVINGS CLAUSE

Section 1. If any Article or Section of this Agreement or of any Supplement or Riders thereto should be held invalid by operation of law or 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 Supplement or Rides thereof, or the application of such Article or Section to personal or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the City or the Union for the purpose of arriving at a mutually satisfying replacement for such Article or Section during the period of invalidity or restraint.

There shall be no limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demand notwithstanding any provisions of this Agreement to the contrary.

ARTICLE XXXIV

DURATION

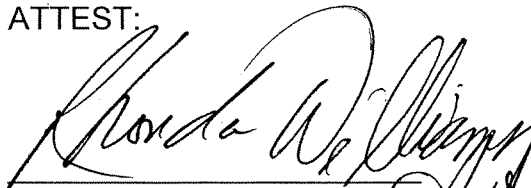
Section 1. This Agreement shall be effective on the first day of January 1, 2007 and shall remain in full force and effect until the 31st day of December 2010. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, sixty 60 calendar days prior to the expiration date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than sixty (60) days prior to the expiration date.

Section 2. It is mutually agreed between the parties that a contract which is now in effect, containing all of its provisions, benefits and salary schedules, shall be binding on any new city whether the employer be private, public or any combination of the two. The rights of the individual employee shall remain in full force in effect, incorporating their Civil Service status, seniority, longevity and any other job rights that they now enjoy. The contract will remain in full force and effect, including this clause, and shall continue even if the contract expires and until a new agreement is reached.

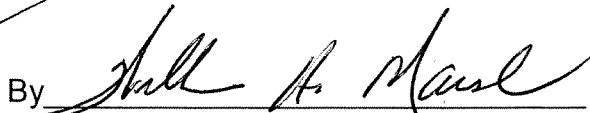
Section 3. In Witness Whereof, the City has caused this contract to be signed by its Mayor and attested by its City Clerk and the Seal of the City to be hereunto affixed and the Union has caused these present to be signed by its President and attested by its Secretary the day and year above written.

ATTEST:

CITY OF ATLANTIC City of Atlantic City

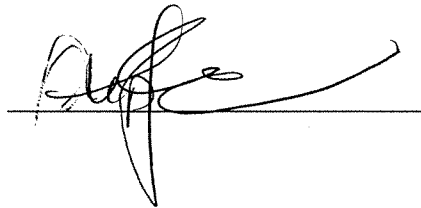



Rosemary Adams, City Clerk

By 

William Marsh, Acting Mayor

A.C.W.C.P.A.

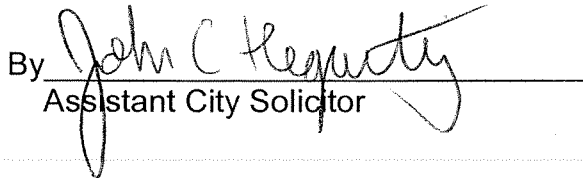


By 

Virginia Darnell, President

The within Agreement is approved as to form and execution.

Date: 11/16/07

By 

Assistant City Solicitor

Resolution of the City of Atlantic City

No. 851

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 **ATLANTIC CITY WHITE COLLAR PROFESSIONAL EMPLOYEES ASSOCIATION**; and

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City that the Mayor is hereby authorized to execute and the City Clerk to attest the attached Memorandum of Agreement and any further memorialization and/or formalization of such Memorandum of Agreement between the City and the **ATLANTIC CITY WHITE COLLAR PROFESSIONAL EMPLOYEES ASSOCIATION** for the years 2007, 2008, 2009 and 2010.

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

Rhonda Williams
Rhonda Williams, Assistant City Clerk

ts November 15, 2007 3:02:59 PM

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

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

DATE OF ADOPTION: NOVEMBER 14, 2007

Rosemary Adams
Rosemary Adams, City Clerk