

COLLECTIVE BARGAINING AGREEMENT

between the

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

and

LOCAL 2646

**AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES**

JANUARY 1, 2004 - DECEMBER 31, 2009

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PREAMBLE

This Agreement entered into by the Atlantic City Municipal Utilities Authority (ACMUA), hereinafter referred to as the "Employer", and Local #2646, affiliated with AFSCME, AFL-CIO, District Council 71, located in Williamstown, New Jersey, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of difference; and the establishment of rates of pay hours of work and other conditions of employment.

ARTICLE 1

RECOGNITION

- 1.1 The Employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in the classifications listed under Appendix "A" attached hereto and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include. All provisions stated herein shall apply to all Blue Collar Workers in Atlantic City Municipal Utilities Authority covered by THIS AGREEMENT and its addendum.

ARTICLE 2

CHECK-OFF AND REPRESENTATION FEE

- 2.1 The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, to the Treasurer of the Union and the list of the names of all employees for whom the deductions are made. The revocation of this authorization shall be in accordance with the provisions of applicable statutes as presently existing or as may be amended by the State Legislature.
- 2.2 The Union will hold and save the Employer harmless from any claims, suits, demands, or obligations raised against it by virtue of the check off (transfer funds from employee to Union).
- 2.3 The parties agree that all employees in the bargaining unit who do not become members of the Union during any union membership year shall have deducted from their salaries and forwarded to the Union a representation fee in a manner and in an amount as provided below.
- 2.4 Representation Fee Amount
Within thirty (30) days of the execution of this Article, the Union shall notify the Employer of the representation fee sum to be deducted from nonmembers' salaries for the remainder of the year. Thereafter, the Union shall notify the employees of the appropriate annual representation fee on an annual basis. Said sum shall not

exceed eighty-five (85%) percent of the regular membership dues, fees and assessments charged to Union members unless the Legislature amends the existing ceiling rate whereupon the representation fee deducted shall be that amount set by the Union and consistent with the amended legislation. Any change in the representation fee shall be made upon written notification to the Employer.

2.5 Representation Fee Deductions

The annual representation fee shall be deducted from nonmembers' salaries in substantially equal monthly (bi-weekly) installments. Representation fee deductions from the salaries of all nonmember-employees shall commence within thirty (30) days following the beginning of their employment in a bargaining unit position or the tenth (10th) day following reentry into the bargaining unit for employees who previously served in bargaining positions and who continued in the employ of the Atlantic City Municipal Utilities Authority employees in a non-bargaining unit position and persons being reemployed in such a unit from the reemployment list.

If during the course of the year the nonmember becomes a Union member, the Employer shall cease deducting the representation fee and commence deducting the Union dues beginning with the first paycheck to be issued ten (10) days after written notification of the change in status.

Conversely, if during the course of the year the Union member directs the Employer to cease Union dues deductions in a manner appropriate under the terms of this Agreement, the Employer shall commence deduction of the representation

fee with the first paycheck to be issued ten (10) days after written notification of the change in status. After deduction, representation fees shall be transmitted to the Union in the same manner and in the same time as union dues.

In addition, from the two (2) third period pays, representation fees of members and non-members, shall be deducted and remitted to the Treasurer of the Union, AFSCME District council 71, as voted upon by the members of Local 2646.

2.6 Termination of Employment

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

2.7 The Union shall save the Employer harmless from any claims, suits, demands, or obligations raised against it by virtue of any representation fee deductions (transfer of funds from Employee to Union).

ARTICLE 3

WORK SCHEDULES

- 3.1 The regularly scheduled work week shall be forty (40) hours per week five (5) consecutive days, except for employees in continuous operations not normally scheduled Monday to Friday. Those employees in continuous operations will be assigned a schedule. The Employer shall continue to normally schedule those employees who are now working a five (5) day - forty (40) hour, Monday to Friday schedule in the same manner. Where necessary, the Employer may assign weekend duty to any employees provided such employee(s) have been given forty-eight hours advance notice except in a bona fide emergency.
- If an employee feels he or she has been assigned an excessive amount of weekend duty, he or she may file a grievance through the grievance procedure at either Step 1 or Step 3.
- Schedules will not be changed to avoid overtime.
- 3.2 In the event it becomes necessary to change the starting time of a shift, the Employer will post a notice seventy-two (72) hours in advance of such change. The manager of the Installation shall notify and confer (explain) with the President and/or Vice President of the union. If they are not at work, then the Chief Shop Steward of the Union, before effecting a change. This shall be done to ensure that the rotation of the seniority roster will be followed. These changes shall not require the approval of the Union before effecting this change.
- 3.3 When more than one (1) work shift per day with 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.

- 3.4 When exercising his/her preference of shift over a less senior employee in accordance with 3.3, above, a senior employee with qualifications will not be required to wait longer than ninety (90) days.
- 3.5 Shift changes, or changes in hours of work, will not be used for disciplinary action.
- 3.6 Wherein the nature of work involved requires continuous operations on a twenty-four (24) hour per day, seven (7) days per week basis, employees will have their schedules arranged in a manner which will provide adequate coverage on all shifts. Management shall set this schedule.
- 3.7 If an employee arrives at the work place up to fifteen (15) minutes past his normal reporting time, it is agreed that he shall not be sent home unless a replacement has been obtained for his services, or unless the employee has abused this privilege. Abuse shall be defined as more than one day per month. It is expressly understood, however, that employees may be docked for the loss of such time.
- 3.8 Employees working late shifts and employees who are on vacation may pick up paychecks on the normal payday at the Authority's office during its normal business hours, 9:00 A.M. to 4:30 P.M.
- 3.9 Sick call-in is required by all employees. Operators are required to call in at least

two (2) hours before their scheduled shift. Outside employees are required to call in at a reasonable time before their scheduled workday. All employees are required to call in if they will be late at a reasonable time before their scheduled workday.

ARTICLE 4

CALL-IN-TIME AND OVERTIME

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

This section shall not apply to scheduled training sessions.

4.2 Overtime refers to all time worked beyond the regular hours of duty. Time and one-half the employee's regular rate of pay shall be paid for work under the following conditions:

A. For WTP Operators:

All work over and above the employee's regularly scheduled assigned shift schedule.

B. For all other employees:

1. All work performed after eight (8) hours in one (1) day.
2. All work performed after forty (40) hours in one (1) week.
3. All work performed on the seventh consecutive work day of any work week (Sunday through Saturday), shall be paid as double time.

4.3 All overtime shall be paid promptly in the next regular payroll check after the

overtime is performed.

4.4 A. Overtime shall be voluntary and by seniority except in the event of an emergency, as declared by the manager or his designee or as defined in Section 4.7 below.

B. In the event that there is a need for non-emergency or emergency overtime work in the judgment of the Installation Manager or his designee, and there are no volunteers, the Authority shall have the right to require an employee to work such overtime. Such employees shall be chosen in order of reverse seniority within classification.

4.5 In the event an employee is legally absent, he shall not be denied overtime compensation for any overtime worked in accordance with Section 4.2.

4.6 In the event that an emergency is declared, such emergency shall, wherever possible, be declared no later than one-half (1/2) hour before the end of the shift. If a situation is declared not to be an emergency at such time, but develops into an emergency between such time and the end of the shift, management reserves the right to declare an emergency after said time period.

4.7. Overtime duty for weekends, call outs and scheduled absences.

a.1 Rotational Seniority Log Book: a Seniority List consisting of members of AFSCME Local 2646 and Professional Employee's Guild (representing the Supervisors) assigned to the Distribution Yard, listed via date of hire from beginning to end, then return to the beginning and continued. This book shall be maintained in the Manager's Office or such other location as determined to be proper by the Facility Manager. The union President

or their designee shall have the right to review the Log Book on a weekly basis.

2. Rotational Seniority Roster: a Seniority List consisting of members of AFSCME Local 2646 and Professional Employee's Guild (representing the Supervisors) assigned to the Distribution Yard, listed via date of hire from beginning to end, then return to the beginning and continued. This list shall only be used for advance scheduling of employees for the Weekend Duty as described below.
3. Weekend Duty, Water Distribution Facility: 8:00 to 4:00 P.M., Saturday, Sunday and all holidays. If the holiday occurs on a Monday, Tuesday or Wednesday, the same employee scheduled for the previous weekend shall be scheduled for the holiday. All advance scheduling shall use the Rotational Seniority Roster defined in 4.7.a.2. above.
 - b. Employees scheduled to work the Weekend Duty shift (defined in 4.7.a.3.above) shall work the day immediately preceding the scheduled day(s). If the scheduled employee does not work the preceding day, for any reason, the employee shall be replaced for all days using the Rotational Seniority Log Book, as defined in 4.7.a.1. above.
 - c. The coverage is for one (1) employee working both Saturday and Sunday of a given weekend and all holidays. The employee scheduled to work shall be required to have a valid New Jersey Driver's License and be physically capable of performing the required work (night shift). If an employee cannot meet these requirements due to a bonafide disability (as defined by the Americans with Disabilities Act), then the ACMUA shall be obligated to schedule that employee for weekend duty shifts equal to the following formula, fifty-two (52) divided by the number of employees on the

Rotational Seniority Log Book, then rounded up, during any one (1) full calendar year. All overtime shall be optional, at the Authority's discretion.

- d. Employees scheduled to work the Weekend Duty shift (defined in 4.7.a.3. above) who decline to work that shift for any reason, shall be replaced on a day by day basis, using the Rotational Seniority Log Book, as defined in 4.7.a.1. above.
- e. Any employee who does not work their scheduled weekend duty for any reason, shall be considered to have declined to work.
- f. Scheduled absences (any leave that the Authority has prior knowledge of) for the 4:00 P.M. to midnight shift and the midnight to 8:00 A.M. shift at the Distribution Yard. For absences of four (4) days or less, the employee shall be replaced using the Rotational Seniority Log Book, as defined in 4.7.a.1. above, for each day. Scheduled absences of five (5) days or more, shall be posted for Shift Change via seniority, with the position to be filled by Laborer or Laborer II employees on a scheduled basis at straight time with shift differential.
- g. Absences on a "Call Out Basis" or "no call, no show" for the 4:00 P.M. to midnight and midnight to 8:00 A.M. shifts. when an employee reports off on a day to day (less than four (4) days) basis, the replacement shall be secured from the Distribution Facility Seniority Roster on a Date of Hire Seniority basis starting from the most senior employee for each sick leave absence reported on a day by day basis.
- h. Overtime at the water treatment plant shall be scheduled in a similar manner.

ARTICLE 5

RATES OF PAY

- 5.1 Any employee who performs work in a higher classification than his/her own and who performs more than one (1) hour of work in an eight (8) hour day shall receive that higher rate for eight (8) hours or time worked that day, pursuant to present practices.
- 5.2 An employee shall be paid the rate of pay for his/her own classification when performing work of a lower paid classification.
- 5.3 When an employee is promoted to a higher classification, an employee must receive no less than six (6%) percent higher than his/her present rate of pay.
- 5.4 Insurance: If permissible under the law, all health benefit payments shall be paid by the Employer directly to the carrier, for the employee and his/her family.
- 5.5 The classifications and starting pay scales for all blue collar employees covered by this Agreement shall be set forth in Appendix A.
- 5.6 Increases for all blue collar workers shall be set forth in ARTICLE 29 for those covered by this Agreement.
- 5.7 Shift employees shall be paid at the rate of One Dollar and Fifteen Cents (\$1.15) per hour additional from 4:00 P.M. to 12:00 P.M. and One Dollar and Forty Cents (\$1.40) per hour additional from 12:00 P.M. to 8:00 A.M. This shift differential payment shall only be paid to these employees in continuous operations. These payments shall be effective August 1, 2006. This shift differential payment shall be applicable to all employees that cover for call outs, vacations, etc., for employees on

continuous shifts. This shall be effective August 1, 2006.

5.8 Employees will be paid as "Grade 3" when driving trucks, operating jack hammers, and/or operation power saws.

5.9 Employees will be paid as "Grade 4" when driving dump trucks.

5.10 Employees will be paid as "Grade 5" when operating heavy equipment.

5.11 All rates of pay will be posted for job specifications and titles.

ARTICLE 6

SICK LEAVE

- 6.1 Sick leave is hereby defined to mean the absence from duty of an employee because of illness, accident, exposure to contagious disease, or attendance upon a member of his immediate family seriously ill and requiring the care and attendance of such employee. A certificate of a reputable physician in attendance upon any employee or from the departmental physician shall be required in accordance with previous practice as per the Personnel Manual of the ACMUA. In case of sick leave by reason of quarantine or exposure to contagious disease, the certificate of the local department of health shall be required.
- 6.2 Every employee shall be granted one (1) working day's sick leave with pay for every month from the date of his regular employment to the succeeding December 31st, and fifteen (15) working days' sick leave with pay for each calendar year thereafter except as specified in Article 9.4. If any employee requires none or a portion only of his allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year, and he shall be entitled to such accumulated sick leave with pay if and when needed.

ARTICLE 7

SICK LEAVE ABUSE PROCEDURES

7.1 The following Sick Leave Abuse Procedures shall be followed by all employees with the ACMUA. Every January, each Deputy Director shall make an assessment of all of their employees to determine whether or not each employee is a chronic absentee. Any employee that meets any of the following criteria shall be reviewed for classification as a chronic absentee:

1. ten (10) or more single day sick leave absences during a calendar year;
2. five (5) or more single day sick leave absences attached to a weekend or holiday during a calendar year;
3. fifteen (15) or more total absences during a calendar year of which five (5) or more are single day absences;
4. the exhaustion of all sick leave.

During the review process, the appropriate Deputy Director will give consideration to chronic or long term health problems. If it is anticipated that an employee will require substantial use of sick leave days during the coming year due to the need for scheduled medical treatment, the Deputy Director should give special consideration to dealing with those sick days and these types of employees should not be classified as a chronic absentee for absences associated with scheduled medical treatment (including recovery time).

Any employee who has previously been classified as chronic absentee, shall have their status reviewed on a yearly basis by the appropriate Authority Deputy Director.

Any employee who has previously been classified as a chronic absentee who does not meet any of the criteria, will be taken off the chronic absentee list.

All employees who are classified as chronic absentees, will be required to comply with all of the following criteria for each absence:

1. a. office personnel must call in within ten (10) minutes of the start of the work day.
- b. operators must call in at least two (2) hours before their scheduled shift.
- c. outside personnel are required to call in a minimum of one (1) hour before their scheduled workday.
2. the employee must have a doctor's note for each absence.
3. the employee must have sick leave available. If an employee has utilized all of their sick leave during the year in consecutive day periods of five (5) days or more, additional consideration may be requested from the appropriate Deputy Director to provide a sick leave allowance before reaching the first violation.
4. the employee must have taken less than ten (10) single day absences during the year.
5. the employee must have taken less than five (5) single day absences during the year attached to holidays or weekends.

If any employee, who is classified as a chronic absentee violates any one of the above five (5) provisions, they will be disciplined as follows:

1. On the first occurrence, the employee will not be paid for the day of absence and will additionally receive a two (2) day suspension
2. On the second offense, the employee will be scheduled for a Termination Hearing.

ARTICLE 8

LEAVE OF ABSENCE

8.1. Leaves of absence for employees shall be granted as provided in civil service statutes and rules and regulations except as otherwise expanded herein.

8.2 Military Leave of Absence

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

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

8.4 Leave of Absence Without Pay

A. A permanent employee holding a position in the classified service who is temporarily, either mentally or physically, incapacitated to perform his duties or who

desires to engage in a course of study such as will increase his usefulness on his return to service or for any reason considered valid by the department head and the appointing authority desires to secure leave from his regular duties may, with the approval of the department head and the Employer, be granted special leave of absence without pay for a period not to exceed six (6) months. Any employee seeking such special leave without pay shall submit his request, in writing, stating the reasons why, in his opinion, request should be granted the date when he desires leave to begin and the probable date of his return to duty.

B. Any employee who is a member of the Union and is legally elevated to an official full time position in the parent Union shall be granted a leave of absence without pay, to attend to his official duties, for a period not exceeding one (1) year, which period may be renewed for an additional year upon appropriate request and approval.

C. All permanent employees who are members of the bargaining unit shall have all the rights and privileges confirmed upon them by the Family Medical Leave Act of 1993.

ARTICLE 9

LEAVE OF ABSENCE WITH PAY

9.1 A leave of absence with pay, up to five (5) days, shall be granted to a permanent employee desiring such leave because of a death in the immediate family, as hereinafter defined; upon submission of proof of travel, an additional two (2) days shall be granted for out of state travel over 250 miles:

- A. Mother or father or step-parents
- B. Mother-in-law and father-in-law
- C. Brother or sister
- D. Spouse
- E. Children or step-children of employee
- F. Grandmother or grandfather
- G. Aunts or uncles who reside in the household of the employee and who also serve in the capacity of parent or guardian.
- H. Brother-in-law or sister-in-law

9.2 The Union shall be allowed to schedule a total of up to twelve (12) informal meetings per year, six (6) at the plant and six (6) at the yard which shall take no longer than one (1) hour, on Authority time. These meetings shall be limited to no more than two (2) in any one (1) month and advance approval of the installation manager shall be obtained before holding such meetings. The Executive Director may allow additional meetings if they are requested by the President or Vice-President of the Union. The President or Vice-President shall be present at all meetings.

The President of the union or their designee, shall be eligible for a total of four (4) days per year for union business. This four-day total is in the aggregate and shall be used for attending union-related conferences, meetings, etc. The requests for these

days must be made in writing by the union and received by either the Executive Director or the Deputy Executive Director of Operations of the ACMUA at least seven (7) days in advance of the requested day. Approval of these requests are subject to the approval by the ACMUA.

9.3 All members of the bargaining unit shall receive three (3) personal days per year except as provided for in Article 9.4.

All these personal days will have to be used by the end of the respective calendar year, or else the employee will lose these personal days. Such days must be requested three (3) working days in advance and are subject to the Supervisor's approval. They must be used for legitimate purposes to conduct business or personal affairs which cannot be completed during normal non-working hours.

9.4 All paid leave (personal, vacation and sick leave), shall be credited on a proportional basis. No paid leave shall be earned by an employee when the employee is in an unpaid status which is a leave from employment without pay or a suspension. All leave shall be adjusted as soon as possible based upon paid days during the calendar year divided by 261. If the adjustment occurs after the end of the calendar year, the adjustment will be made by January 31 of the following year.

ARTICLE 10

WORKERS' COMPENSATION

- 10.1 When an employee is injured on duty, he is to receive Workers' Compensation Benefits due such employee plus the difference between the amount received as compensation to him and his salary during the period of temporary disability only for a maximum period of seven (7) working days. The employee shall be directly responsible for initiating the disability procedures.
- 10.2 An employee who is injured on the job, and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of the regular shift on that day.

ARTICLE 11

SENIORITY

- 11.1 Seniority for employees hired prior to January 1, 1984 is defined as an employee's total length of service with the Employer beginning with his original date of hire in the City of Atlantic City. In the case of employees hired between January 1, 1984 and December 31, 2006, seniority shall begin with the date of hire by the Authority as a full-time employee. In the case of new employees, seniority shall begin with the date of hire with the Atlantic City Municipal Utilities Authority as either a full-time employee or part-time employee. This shall be effective January 1, 2007.
- 11.2 An employee having broken service with the Employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the Employer.
- 11.3 If a question arises concerning two (2) or more employees who were hired on the same date, the following shall apply:
- If hired prior to 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 Employer'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.

11.4 The Employer 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.

11.5 Except where New Jersey Civil Service statutes require otherwise, Authority-wide seniority, as defined in Section 11.1, shall be used for purposes of lay-off.

"Time-in-grade" seniority shall be used in all other instances where substantial employee advantages or disadvantages are concerning, provided he has the ability to perform the work involved.

ARTICLE 12

HOLIDAYS

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

The following days are recognized holidays:

New Year's 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
Day after Thanksgiving
Veterans' Day
Christmas Day

12.2 Holidays which fall on a Saturday shall be celebrated on the preceding Friday.

Holidays that fall on Sunday shall be celebrated on the following Monday.

12.3 When an employee regularly assigned on continuous operation is scheduled for their regular day off on a holiday, the employee should be assigned an additional day off as compensation for the holiday at the convenience of the Authority. The Authority should attempt to honor the employee's request. When an employee works on one of the above holidays, he will receive an additional day's pay at time and one-half.

12.4 In order to receive holiday pay or compensatory time under this Article, an employee scheduled to work a holiday must work the day before or the day after said holiday, if so scheduled.

ARTICLE 13

VACATIONS

- 13.1 During the first year of service, employees shall earn vacation at the rate of one (1) day per month worked. Upon completion of the first (1st) through fourth (4th) full years of service, employees shall be entitled to twelve (12) days of vacation. Upon completion of the fifth (5th) full year of service, employees shall be entitled to fifteen (15) days of vacation. Upon completion of the eleventh (11th) full year of service, employees shall be entitled to eighteen (18) days of vacation. Upon completion of the sixteenth (16th) full year of service, employees shall be entitled to twenty-one (21) days of vacation. Upon completion of the twenty-first (21st) full year of service, employees shall be entitled to twenty-five (25) days of vacation. This section is subject to the terms and conditions of Article 9.4.
- 13.2 Employees shall be credited with their vacation allowance at the beginning of each calendar year. It is understood that if an employee takes his vacation before it is earned and terminates employment before the time is fully earned, that management shall have the right to deduct any time owed from the last paycheck to the employee or otherwise recover any money owed to the Employer.
- 13.3 Vacation periods may be split in minimum one (1) week blocks of time; however, it is agreed that each employee shall take at least fifty (50%) percent of his total yearly vacation during the period of July 1 through September 30 of any given year. In the event an employee desires short-term vacation leave of less than five (5) working days, the employee may request the use of up to five (5) days per year of

vacation on a daily basis. Such vacation leave shall only be approved if it has no adverse impact upon the Authority's operations. Advance notice in accordance with Authority regulations shall be provided in all such cases.

13.4 It is agreed that all vacations shall be scheduled in accordance with the needs of the Authority by the Deputy Director, and towards this end, all employees shall advise the Deputy Director of their intended vacation schedule no later than March 1 of each year. In the event an employee desires to change his vacation after submitting his choice by March 1, changes shall only be made with the agreement of the Deputy Director. In the event of such change, an employee shall not bump any other employee from his first choice which was requested prior to March 1. Any employee whose request for vacation is not submitted by April 1 of each year of this Agreement, shall have their vacation time scheduled by their Facility Manager and/or Deputy Director.

13.5 The Authority agrees to respond to all vacation requests made prior to March 1 of any calendar year within twenty (20) days for requests of five (5) working days or more. All other requests shall be responded to within five (5) working days.

ARTICLE 14

SAFETY AND HEALTH AND TOOLS/CLOTHING

14.1 The Employer 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 (1) member from each appropriate unit covered by this Agreement. It is understood that the Employer 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.

14.2 Tool Allowance

Tool Allowance: Any employees that have to work with their own tools will be paid for replacement and/or upkeep, or the Employer will furnish same.

14.3 Clothing Allotment

- A. Every employee, by job title shall receive a clothing allotment. The employee shall sign for each item and be responsible for the care of these items.
- B. Any lost clothing shall be replaced at the employee's expense.
- C. Once the original issue is made, shirts, pants and shoes shall be replaced at least every three (3) years; one pair of winter and one pair of summer coveralls and one winter coat shall be replaced at least every five (5) years. In all cases, the old clothing shall be returned to the Employer to be marked "replaced", and then returned to the Employee.

- D. The Union will advise the Authority in writing in January and July of any uniform problems.
- E. The Authority will respond in writing within fifteen (15) working days from the date of receipt of such notice.
- F. The Authority will replace items it deem necessary within thirty (30) days, or else the employee may purchase directly from vendor approved in advance at price approved in advance by the Authority. The Authority will provide necessary written authorization.
- G. The Authority will make every reasonable effort to provide safety equipment on a priority basis (such as gloves, work shoes with steel toes, and slush boots).
- H. There will be a uniform maintenance allotment of \$275.00 per for 2004. This will be a separate and distinct check.
- I. There will be a uniform maintenance allotment of \$300.00 per year for 2005. This will be a separate and distinct check.
- J. There will be a uniform maintenance allotment of \$325.00 per year for 2006, which payment shall be made payable on July 1, 2006. This will be a separate and distinct check.
- K. There will be a uniform maintenance allotment of \$350.00 per year for 2007, which payment shall be made payable on July 1, 2007. This will be a separate and distinct check.

- L. There will be a uniform maintenance allotment of \$375.00 per year for 2008, which payment shall be made payable on July 1, 2008. This will be a separate and distinct check.
- M. There will be a uniform maintenance allotment of \$400.00 per year for 2009, which payment shall be made payable on July 1, 2009. This will be a separate and distinct check.
- N. All new employees of the Authority who are subject to this Agreement shall receive five (5) sets of tee shirts, summer shirts and winter long sleeve shirts, long pants and summer shorts.

ARTICLE 15

EQUAL TREATMENT

15.1 The Employer agrees that there shall be no discrimination or favoritism for reasons of age, sex, nationality, race, religion, marital status, relatives, political affiliation, Union membership or Union activities. All new ACMUA positions will be posted.

15.2 Prior to any provisional, temporary or permanent appointment, the ACMUA will post those positions with posting notification to the following persons:

AFSCME, DISTRICT COUNCIL 71 STAFF REPRESENTATIVE

AFSCME, LOCAL 2646 PRESIDENT

AFSCME, LOCAL 2646 INSTALLATION SHOP STEWARD

Employees assigned to work out of class, shall not have those positions posted.

15.3 The provisions of Appendix VII of the Authority's Policies and Procedures known as "The Policy Statement of The Atlantic City Municipal Utilities Authority Prohibiting All Forms Of Discrimination And Sexual Harassment In The Work Place" are incorporated within this Article by reference, as if set forth in their entirety herein.

ARTICLE 16

MEMBERSHIP PACKETS

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

ARTICLE 17

PRINTING OF THE AGREEMENT

- 17.1 The Agreement will be printed by the Union for all employees. The cost of such printing shall be divided equally between the Employer and the Union. The Agreement will be Union printed and contain the Union insignia.

ARTICLE 18

WORK RULES

- 18.1 The Employer may establish reasonable and necessary rules of work and conduct for employees, subject to the terms of this Agreement. Such rules shall be equitably applied and enforced. Copies of such rules shall be distributed to all employees and AFSCME District Council 71.

ARTICLE 19

GRIEVANCE PROCEDURE

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

STEP 1: The aggrieved employee or the Union Steward at the request of the employee with the employee's Supervisor shall take up the grievance or dispute within ten (10) working days of its occurrence. Failure to act within said ten (10) day period shall be deemed to constitute an abandonment of the grievance. The Supervisor shall then attempt to adjust the matter and shall respond to the employee or Steward within three (3) working days.

STEP 2: If the grievance has not been settled, it shall be presented in writing by the Union Steward (or Union Grievance Committee or employee) to the employee's Deputy Director with five (5) working days after the Supervisor's response is due. The Deputy Director shall meet with the Union Steward (or Union Grievance Committee and/or employees) and respond in writing to the union within seven (7) working days. The Union must prepare the grievance in writing and include the following information:

1. Name of employee
2. Date of occurrence
3. Name of immediate supervisor
4. Nature of the occurrence
5. Why the matter is in dispute or is grieved
6. Date presented in Step 1
7. Date presented in Step 2

STEP 3: If the grievance still remains unadjusted, it shall be presented by the Union Steward (or Union Grievance Committee or employee) to the Executive Director or his designee in writing within five (5) days after the response from the appropriate Deputy Director is due. The Executive Director or his designee shall meet with the Union Steward (or Grievance Committee or employee) and respond in writing to the Union within seven (7) working days. Any disciplinary decision involving loss of pay moves to Step 3 automatically. The grievance must contain the same information as presented in Step 2 and must be dated.

STEP 4: If the grievance remains unsettled, the representative may, within fifteen (15) working days after the reply of the Executive Director or his designee is due, by written notice to the Employer, proceed to arbitration. A request for arbitration shall be made no later than such fifteen (15) day period and a failure to file within said time period shall constitute a barrier to such arbitration unless the Union and Employer shall mutually agree upon a longer time period within which to adjust such a demand.

19.2 With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given. If either of the parties fail to agree upon an arbitrator, P.E.R.C. shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and Union shall strike another name, etc., and the name remaining shall be the arbitrator. The arbitrator shall restrict his inquiry to the standards established by the Agreement and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Only his decisions shall be final and binding on both parties.

19.3 Expense for the arbitrator's services and proceedings under either Sections 18.1 or 18.2 shall be borne equally by the Employer and Union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

19.4 The Union will notify the Employer in writing of the names of its employees who are designated by the Union will be permitted to confer with the other Union

employees, during working hours.

- 19.5 A reasonable amount of time will be provided to the Union officers in order to adjust grievances. Permission from the supervisor shall be obtained in advance and the normal work flow shall not be disrupted by virtue of such meetings. In no event shall grievance adjustment take more than four (4) hours per week. In addition, the appropriate members of the Union shall be provided time off with no loss in pay to attend other meetings which are mutually scheduled by the Union and the Authority.

ARTICLE 20

GENERAL PROVISIONS

- 20.1 Bulletin boards will be made available by the Employer 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 noncontroversial nature.
- 20.2 It is agreed that representatives of the Employer and the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party which shall reflect the precise agenda of the meeting.
- 20.3 If the Employer subcontracts existing services to a private contractor, any permanent employee not afforded an opportunity to be placed in another ACMUA job that is available or with the private contractor, shall be entitled to four (4) weeks severance pay. Effective January 1, 2007, an employee effected by this section of the contract shall be entitled to twelve (12) weeks severance pay.
- 20.4 There is to be established a Job Inequities Committee.

ARTICLE 21

HEALTH AND WELFARE

21.1 All members of Local #2646 shall be enrolled in a dental vision and prescription plan at the rate of \$35.00 per month, per employee at no cost to the employee. This is a family plan.

21.2 If the other bargaining units with the Authority receive a disability plan during the life of this Agreement, then this bargaining unit agrees to accept the same plan, and the Authority agrees to provide it to them.

ARTICLE 22

LONGEVITY

22.1 Longevity shall be paid based upon the following complete years of service during the calendar year in which the longevity is paid:

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

ARTICLE 23

FULLY BARGAINED PROVISION

- 23.1 This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.
- 23.2 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE 24

MANAGEMENT RIGHTS

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

ARTICLE 25

SEPARABILITY AND SAVINGS

25.1 If any section, subsection, paragraph, sentence, clause, phrase or word of this agreement should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this agreement, which shall remain in full force and effect; and to this end the provisions of this agreement are hereby declared severable. In the event any portion of this agreement is declared invalid, the parties agree to begin renegotiations on the invalid portion within thirty (30) days of the date of the decision.

ARTICLE 26

MAINTENANCE OF OPERATIONS

26.1 The Union assures to the Employer that its goals and purposes are such as to condone no strike by public employees, nor work stoppages, slowdown, or any other such method which would interfere with service to the public or violate the Constitution and Laws of the State of New Jersey and the Union will not initiate such activities nor advocate or encourage members of the unit to initiate the same; the Union will not support anyone acting contrary to this provision. For the life of this contract, the Union will not be forced to cross employee's lines to do work unless the Employer gets permission from the employee's Union nor will the Union take the place of a union that has a disagreement with another employer.

ARTICLE 27

DRIVER'S LICENSES

- 27.1 It shall be the responsibility of all employees of the Atlantic City Municipal Utilities Authority (MUA) to maintain a valid driver's license issued by the State of New Jersey.
- 27.2 No person shall be hired, transferred or promoted into any title requiring a driver's license, unless that person holds a valid driver's license.
- 27.3 Any employee with less than a year's service with the MUA, who loses his/her license, shall have thirty (30) days to regain his/her license. Failure to regain their license will result in an immediate suspension and the scheduling of a termination hearing.
- 27.4 Any employee with over a year's service with the MUA, who loses his/her license, shall have six (6) months to regain his/her license. Failure to regain their license will result in an immediate suspension and the scheduling of a termination hearing. Continual violation of the MUA's policy as stated in section 27.1, shall be subject to disciplinary action. The six (6) month grace period as provided in this section shall only apply to the first time an employee loses their license while in the employ of the MUA.
- 27.5 The primary difference between a Laborer I and Laborer II title is the requirement to drive. Since an employee, without valid driver's license in a Laborer II title cannot fulfill his/her required duties, he/she will be demoted during the period of time that his/her license is suspended. The employee will still be required to regain his /her license in six (6) months. The employee will still be required to regain his/her license as provided in section 27.4.

- 27.6 The primary responsibility of an employee in the Truck Driver's title is to drive. Since an employee in the Truck Driver's title without a valid driver's license cannot fulfill his/her required duties, he/she will be demoted during the period of time that his/her license is suspended. The employee will still be required to regain his/her license in six (6) months, as previously noted.
- 27.7 Any employee who was not required to have a driver's license at the time of his/her hiring, and has never obtained a driver's license, shall be exempt from these requirements.
- 27.8 All clerk titles and unclassified titles shall be exempt from these requirements.

ARTICLE 28

TERMINATION

28.1 This Agreement shall be effective as of January 1, 2004 and remain in full force and effect until December 31, 2009.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) calendar days prior to the expiration date, that is desired to modify this Agreement. In the event that such notice is given, negotiations and/or notice of termination of this Agreement is given to the other party in the manner set forth in the following paragraph.

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

28.3 The Employer 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 Employer shall further have the right to reorganize any department also to make changes to improve its efficiency and productivity of all its departments. It is understood that pools of employees may be formed by the Employer for reassignment to other departments but the right to fill a vacancy or not fill one is at the sole discretion of the Employer.

28.4 The Employer and Union agree that the negotiations for a new Agreement will be commenced ninety (90) days before the expiration date of this Agreement.

28.5 It is understood that the Public Employment Relations Commission (PERC) will

have the authority to resolve any dispute over the titles listed in Appendix A as to whether they are to be considered as part of the unit covered in this Agreement.

ARTICLE 29

SALARY SCHEDULE

- 29.1 Effective January 1, 2004, there shall be an increase in the base salary of 3.8% for all employees who held a bargaining unit position as of January 1, 2004. Any individual employee who has left the employ of the Authority as of the execution of this contract for whatever reason, are not eligible for the retro-active increase.
- 29.2 Effective January 1, 2005, there shall be an increase in the base salary of 3.8% for all employees who held a bargaining unit position as of January 1, 2005. Any individual employee who has left the employ of the Authority as of the execution of this contract for whatever reason, are not eligible for the retro-active increase.
- 29.3 Effective January 1, 2006, there shall be an increase in the base salary of 3.8% for all employees who held a bargaining unit position as of January 1, 2006. Any individual employee who has left the employ of the Authority as of the execution of this contract for whatever reason, are not eligible for the retro-active increase.
- 29.4 Effective January 1, 2007, there shall be an increase in the base salary of 3.8% for all employees who held a bargaining unit position as of January 1, 2007. Any individual employee who has left the employ of the Authority as of the execution of this contract for whatever reason, are not eligible for the retro-active increase.
- 29.5 Effective January 1, 2008, there shall be an increase in the base salary of 3.8% for all employees who held a bargaining unit position as of January 1, 2008. Any individual employee who has left the employ of the Authority as of the execution of this contract for whatever reason, are not eligible for the retro-active increase.

29.6 Effective January 1, 2009, there shall be an increase in the base salary of 3.8% for all employees who held a bargaining unit position as of January 1, 2009. Any individual employee who has left the employ of the Authority as of the execution of this contract for whatever reason, are not eligible for the retro-active increase.

These increases represent all increases for employees covered by this contract for 2004, 2005, 2006, 2007, 2008 and 2009.

ARTICLE 30

DISCIPLINARY ACTION

30.1 Disciplinary action may be imposed upon an employee for failing to fulfill his or her responsibilities as an employee. The authority issuing the disciplinary action must make a sincere attempt to notify the employee privately and advise them of union representation. If the immediate supervisor has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

The Employer shall not discharge any employee without just cause.

Except where violence and/or the health and safety of other employees may be involved, the Employer shall give the Union notice of discharge of an employee. If discharged, the grievance procedure may be invoked.

The Union shall have the right to take up the suspension and/or discharge as a grievance procedure, and the matter shall be handled in accordance with this procedure, including arbitration.

Discipline of an employee shall only be imposed for good and just cause, and in accordance with applicable laws.

Any employee subjected to a major disciplinary action shall be afforded a disciplinary hearing. At the employee's discretion, the Union will be present at any such hearing. Minor disciplinary actions can be appealed using the Grievance procedure. The designated Union Representative shall have reasonable and prompt access and copies thereof, of all information relevant to the representation of the

employee being disciplined.

Written notice of Minor or Major Disciplinary Actions shall be given to the employee, the local union president, and District Council #71. Notice shall contain charge(s) and specifications, a general description of the alleged acts and/or conduct upon which the charge(s) is based and the nature of the discipline.

The name of any employee who is notified of suspension, or dismissed pursuant to this article shall be transmitted to the union immediately but not later than forty-eight (48) hours after such notice.

Discipline shall normally be imposed in the following manner:

1. Oral Warning - issued to an employee.
2. Written Warning - issued to an employee and shall be given by the end of the next work day.
3. Written Reprimand - issued to an employee, written reprimands shall be inserted in the employee's personnel file with a copy to the union.
4. Minor Disciplinary Action - consists of a suspension up to five (5) days.
5. Major Disciplinary Action - consists of suspension over five (5) days and after the determination of a departmental hearing.
6. Termination - after determination of departmental hearing.

ARTICLE 31

SICK LEAVE BUY-BACK POLICY

The Atlantic City Municipal Utilities Authority, hereby offers to the members of AFSCME Local 2646 the ability to purchase back sick time which has been accumulated by the employees during their employment with the Authority. In order to participate in this buy-back program, the employee must comply with the following conditions:

1. In order to be eligible to participate in this program the employee must have a minimum of eighty (80) days of sick leave accrued, or ten (10) days for each full year of employment with the ACMUA. By example, if an employee has worked for the Authority for five (5) years, it would be mandatory that they have fifty (50) days of accumulated sick leave to be eligible to participate in the buy-back program. Effective on January 1, 2007, the employee eligible to participate in this program must have a minimum of eighty (80) days of sick leave accrued.
2. No more than ten (10) days per year can be sold back by any employee.
3. Each employee must maintain a bank of seventy (70) days after a buy back in order to have a second opportunity to sell back sick days.
4. Any employee wishing to participate in this program, must notify the ACMUA of their intent to sell back sick leave days by December 1 of each year.
5. The aforementioned notification to sell back sick leave days, must be in writing and must be given to the Personnel Officer.
6. The employee shall receive payment for the sick leave days buy back with the last paycheck in December of the particular year.
7. This program is totally voluntary.

ARTICLE 32

AMERICANS WITH DISABILITIES ACT (ADA)

Compliance with the Americans with Disabilities Act (ADA) shall supersede the specific provisions of this agreement when in conflict.

IN WITNESS WHEREOF, the undersigned have affixed their signatures as the duly authorized legal representatives of the ACMUA and Local 2646 on the _____ day of _____, 2006.

ATLANTIC CITY MUNICIPAL
UTILITIES AUTHORITY

UNION REPRESENTATIVES

PRESIDENT, LOCAL #2646

COUNCIL REPRESENTATIVE
