

AGREEMENT

between

**ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO**

DISTRICT COUNCIL 71, LOCAL 3974 A  
(SUPERVISORS)

**JANUARY 1, 2010 - DECEMBER 31, 2012**

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PREAMBLE

This AGREEMENT made this 15<sup>th</sup> day of February, 2012, by and between ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY, in the City of Atlantic City, County of Atlantic, State of New Jersey, a public employer of the State of New Jersey (hereinafter referred to as the "Authority"), and the AFSCME COUNCIL 71, LOCAL 3974A/SUPERVISORS' ASSOCIATION OF THE ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY (hereinafter referred to as the "Union").

A handwritten signature or set of initials, possibly "JN", written in black ink at the bottom right of the page.

ARTICLE I: RECOGNITION

A. The Authority recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment of the members of the bargaining unit, which shall be defined as follows:

All supervisory employees employed by the Authority excluding managerial executives, confidential and craft employees, police, Executive Director, Deputy Executive Director, Plant Manager, Assistant Plant Manager, Distribution System Manager, Executive Secretary, Staff Engineer, Principal Personnel Clerk and all other employees.

This recognition, however, shall not be interpreted as having an effect on or in any way abrogating the rights of employees as established by Chapter 123 P.L. 1974.



## ARTICLE II: MANAGEMENT RIGHTS

A. The Authority hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following rights.

1. The executive management and administrative control of the Authority and its properties and facilities, and the activities of its employees;
2. To hire all employees and to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good cause;
4. To establish a code of reasonable rules and regulations of the Authority for the operation of the Authority;
5. To make all decisions relating to the performance of the Authority's operations and maintenance activities, including but not limited to the methods, means, processes, materials, procedures and employees to be utilized;
6. To evaluate the work performance levels and standards of

performance of the employees;

7. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;
8. To assign work as it determines will benefit the Authority and/or the public it serves;

B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Authority; and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the terms of this Agreement, to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Authority in its exclusive right to administer the Authority and control the work of its personnel, nor to deny or restrict the Authority in any of its rights, responsibilities and authority under N.J.S.A. 40A:14A et seq., or N.J.S.A. 40A:14B et seq. (the Sewerage Authority Law) or any other national or state laws.



ARTICLE III: NO WAIVER

The failure of either party to exercise any right under this Agreement shall not be deemed a waiver thereof.



ARTICLE IV: DUES CHECKOFF, REPRESENTATION FEE AND INDEMNIFICATION

- A. Upon receipt of proper written authorization, the Authority shall deduct Union dues on a pro rata basis and shall remit the monies collected to the Union once each quarter.
- B. The Union agrees to indemnify, defend and hold and save the Authority harmless from any cause of action, demand, claim, suit, loss, damages or any other liability that shall arise out of or by reason of action taken under this clause.
- C. If the rate of dues should change, the Union shall provide the Authority with ninety (90) days advance notice of such change.
- D. All deductions under the Article shall be subject to Chapter 233, N.J. Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9(e).
- E. Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The Authority or any of its officers and employees shall not be liable for any delay in carrying out such deductions by mail to the assignees' last known address, the Authority and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.
- F. 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.

1. 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 assessment 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. 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 unit 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.

3. 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).

4. All employees shall have the option of having a withdrawal made from their paycheck for payment to the AFSCME Council 71 Political Action Committee (PAC). This withholding shall be at the sole discretion of the employee and will commence upon the receipt of a written request to the Personnel Officer of the ACMUA to make this withdrawal by the individual employee.



## ARTICLE V: GRIEVANCE PROCEDURE

### A. DEFINITIONS

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment or of the express terms of this Agreement, and may be raised by an individual unit employee, a group of unit employees, or the Union, at the request of any such individual or group (hereinafter referred to as the "grievant").

### B. PURPOSE

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall by-pass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall estop the grievant from prosecuting their grievance in any forum thereafter. This grievance procedure constitutes the sole and exclusive methods for raising and disposing of controversies within the definition of the term.

### C. PROCEDURE

#### 1. Step One - Immediate Supervisor

(a) A grievant must file their grievance in writing with the Immediate

Supervisor within five (5) days of the occurrence of the matter complained of. A copy shall be provided to the Shop Steward.

(b) The written grievance must identify the grievant by name(s) and be signed by him/her (them) and the Shop Steward. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of all Authority representatives whose action or failure to act forms the basis of the grievance, and the specific contract provision (s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant.

(c) Once a grievance comporting with all the foregoing requirements is timely filed, the Immediate Supervisor shall investigate the grievance and render a written response, which shall be given to the grievant within ten (10) days from receipt of the grievance.

## 2. Step Two - Deputy Executive Director or designee

In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the Immediate Supervisor has not served a timely written response at Step One, then within five (5) days after the response date set forth in Step One, the Union (not the grievant) may present the written grievance and any written response(s) received at Step One to the Deputy Executive Director or designee. Upon receipt of the grievance by the Deputy

Executive Director or designee, the procedures set forth in Step One shall be followed, except that the parties shall meet within fifteen (15) days of the presentation of the grievance to the Deputy Executive Director or designee and the Deputy Executive Director or designee shall have fifteen (15) days thereafter to respond in writing.

If the grievance affects all employees it shall be filed at Step 2 by the Union within 60 days of the event(s) leading to the grievance.

3. Step Three - Executive Director or designee

In the event the grievance is not resolved to the grievant's satisfaction at Step Two, or in the event the Deputy Executive Director or designee has not served a timely written response at Step Two, then within five (5) days after the response date set forth in Step Two, the Union (not the grievant) may present the written grievance and any written response(s) received at Step One and Step Two to the Executive Director or designee.

Upon receipt of the grievance by the Executive Director or designee, the procedures set forth in Step Two shall be followed, except that the parties shall meet within thirty (30) days of the presentation of the grievance to the Executive Director or designee and the Executive Director or designee shall have forty-five (45) days thereafter to respond in writing.

4. Step Four - Arbitration

(a) If the grievance remains unsettled, the Union may, within thirty (30)



working days after the reply of the Executive Director or designee is due, by written notice to the Employer, proceed to binding arbitration. A request for arbitration shall be made no later than such thirty (30) day period and a failure to file within said time period shall constitute a bar to such arbitration unless the Union and Employer shall mutually agree upon a longer time period within which to adjust such a demand.

(b) With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by an arbitrator to be selected through the auspices of the Public Employment Relations Commission. The arbitrator shall restrict his/her inquiry to the standards established by the Agreement and the arbitrator shall be requested to issue their decision within thirty (30) days after the conclusion of testimony and argument. Their decisions shall be in writing and final and binding on both parties. He/she may not alter the parties' agreement in any manner.

(c) Expenses for the arbitrator's services shall be born 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.

#### D. TIME LIMITS

Time limits may only be extended by mutual agreement of the parties in writing.

ARTICLE VI: SALARY INCREASES -2010 - 2011 – 2012

A. There shall be an across the board increase for all unit employees currently employed by the Authority as follows:

1. Effective January 1, 2010: \$1,115, if employed as of January 1, 2010.
2. Effective January 1, 2011: \$1,115, if employed as of January 1, 2011.
3. Effective January 1, 2012: \$1,115, if employed as of January 1, 2012.

B. The retroactive payment shall be made as promptly as possible and no later than 30 days from ratification of this agreement.

C. Shift employees shall be paid at the rate of one dollar (\$1.00) per hour additional from 4:00 P.M. to 12:00 A.M. and one dollar and twenty-five cents per hour (\$1.25) additional from 12:00 A.M. to 8:00 A.M. This shift differential payment shall only be paid to those employees in continuous operation.

D. The increases in this Article represent all increases for employees for 2010, 2011, and 2012.



ARTICLE VII: NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement and during negotiations of a Successor Agreement, neither the Union or any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from their position, or stoppage of work, or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action.

B. The Union agrees that it will take all reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned.

C. In the event of a strike, slowdown, walk-out or any other job action, it is covenanted and agreed that participation in such activity by any Union member may be deemed grounds for disciplinary action, including possible termination of employment of such employee or employees, pursuant to law and other provisions of this Agreement.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both in the event of such breach by the Union or any of its members.





ARTICLE VIII: PROBATIONARY PERIOD

A. During the first three (3) months of continuous employment, an employee shall be considered a probationary employee, and the Authority may terminate their employment within that time without a challenge based upon this Agreement, by either the employee or the Union. This probationary period may be extended upon notice to the Union and the employee affected by an additional thirty (30) day period.



ARTICLE IX: POSTING OF JOB VACANCIES

- A. All new and vacant positions within the bargaining unit shall be posted on the bulletin board for a period of seven (7) days. Employees applying for such vacancies shall make a request in writing to the Executive Director.
- B. Employees within the bargaining unit shall be given consideration in applying for job openings covered under this Agreement, provided that such employees are, in the discretion of the Authority, qualified.
- C. If two (2) or more qualified employees and/or outside applicants apply for such position or promotion, seniority will be considered along with qualifications in determining which of them shall be selected to fill the position. The Authority reserves the right, in its sole discretion, to select the most qualified candidate from within or without the Authority, to fill the position.
- D. Employees may apply for positions only during the posting period.
- E. If promoted, an employee shall serve in the new capacity for a probationary period as per Article VIII herein.
- F. It shall be the exclusive determination of the Authority whether to advertise job vacancies or new positions to the general public.



## ARTICLE X: WORK SCHEDULES

### I. For All Employees

A. 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 employee.

B. In the event it becomes necessary to change the normal starting time of a shift, the Employer will post a notice seventy-two (72) hours in advance of such change. The Manager of the department shall notify and confer (explain) with an officer of the Union before effecting the change but shall not require the approval of the Union before effecting the change.

C. 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.

D. Sick call-in is required by all employees at least two hours before their scheduled shift. All employees are required to call in if they will be late at a reasonable time before their scheduled workday.



ARTICLE XI: CALL-IN-TIME AND OVERTIME

I. For All Employees

A. Any employee who is requested and returns to work during periods other than their 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 their regular shift thereafter shall be paid the appropriate rate at straight time rates. This section shall not apply to scheduled training sessions.

B. 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:

(1) For Senior Water Treatment Plant Operators:

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

(2) For all other employees:

a. All work performed after eight (8) hours in one (1) day.

b. All work performed on the sixth (6th) day.

c. All work performed after forty (40) hours in one week.

d. Double-time: all work performed on the seventh consecutive day in a workweek shall be paid as double-time.

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



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

II. All employees required to use their personal vehicles in the performance of their duties will receive payment of 18 cents per mile. Employees required to use public transportation in the performance of their duties, shall be compensated for their expenditures.



## ARTICLE XII: INSURANCE COVERAGE

A. The State Health Benefit plans for medical insurance and prescription coverage currently offered to employees shall continue to be offered and available to employees subject to paying premium share costs pursuant to P.L. 2011, c.78.

Current vision and dental care plans shall continue to be offered on the same terms to employees.

In the event that the Authority determines to change insurance carriers/plans it may do so if equivalent benefits are offered to employees.

The Authority will continue the current practice of not reimbursing employees for any out of pocket or co-pay expenses.

B. The Authority and the Union both acknowledge that the Authority is a participant in the New Jersey State Disability Plan and all full time employees of the Authority are covered by this plan.



### ARTICLE XIII: VACATION

- A. During the first year of employment, employees shall earn vacation at the rate of one (1) day per month of service. Upon completion of the first (1<sup>st</sup>) through fourth (4<sup>th</sup>) full years of service, employees shall be entitled to twelve (12) days of vacation. Upon completion of the fifth (5<sup>th</sup>) full year of service, employees shall be entitled to fifteen (15) days of vacation. Upon completion of the eleventh (11<sup>th</sup>) full year of service, employees shall be entitled to eighteen (18) days of vacation. Upon completion of the sixteenth (16<sup>th</sup>) full year of service, employees shall be entitled to twenty-one (21) days of vacation. Upon completion of the twenty-first (21<sup>st</sup>) full year of service, employees shall be entitled to twenty-five (25) days of vacation. All vacation shall be earned on a pro-rata basis.
- B. Vacation allowance must be taken during the current calendar year at the time permitted unless, due to the request of the Authority, it is deferred to the following year. In that event, it may be deferred to the next succeeding year only.
- C. Scheduling of all vacations shall be at the discretion of the Executive Director or his/her designee. Seniority rights will be honored to the extent that they do not interfere with the administration and/or operation of the Authority.
- D. Vacations shall be taken at a minimum of one (1) week at a time unless the Authority approves less at its option.
- E. Pay for vacation period consists of regular base pay only, excluding overtime and premium pay of any type.

F. Procedural aspects of vacations scheduling shall be as determined by the Authority.

G. There shall be no vacations taken during "peak" periods, as determined by the Authority, unless specific permission is granted by the Authority.





#### ARTICLE XIV: LEAVE OF ABSENCE

- A. An official leave of absence may be granted by Resolution of the Authority.
- B. At the discretion of the Executive Director, and with the approval of the Authority any employee may be granted a leave of absence without pay.
- C. An employee on leave of absence without pay, except military leave, does not accrue vacation leave, sick leave, or any other benefits. No payments will be made to the pension system or health plan during this leave of absence, however, unless the employee agrees to bear the costs.
- D. A leave of absence shall not exceed ninety (90) days in length, after which it may be reconsidered and any requested extension shall either be granted or denied.
- E. Employees are required to notify the Authority of the anticipated date of return, as soon as such date is known to the employee. Failure to return on such date without notice shall be considered a voluntary resignation.
- F. The Authority shall have the sole discretion in matters of leaves of absence and each decision made shall be on its own merits. In no event shall the decision whether or not to grant a leave be precedential as to any other decision regarding a leave, nor shall denial be the subject of a grievance.
- G. 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 XV: SENIORITY

### A. DEFINITION

Seniority for existing employees as of May 27, 1995 means an employee's length of continuous service with the Authority since his/her last date of hire with the City of Atlantic City or the Atlantic City Municipal Utilities Authority. All employees hired after May 27, 1995, shall begin as new employees with their seniority date as of the date of hire with the Atlantic City Municipal Utilities Authority.

### B. PROBATION PERIOD

New employees shall be added to the seniority list at the completion of their probationary period pursuant to Civil Service laws and regulations.

### C. SENIORITY LISTS

Every twelve (12) months the employer shall make available a seniority list showing the continuous service of each employee.

### D. BREAK IN CONTINUOUS SERVICE

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

### E. LAYOFF

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off pursuant to Civil Service laws and regulations.

F. RECALL

Employees shall be recalled from lay off pursuant to Civil Service laws and regulations.

G. TRANSFERS

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

H. OTHER

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



ARTICLE XVI: TERMINAL LEAVE

A. To the extent currently permitted by law, upon retirement, all employees shall be entitled to terminal leave with full pay excluding:

1. All salary increases during the period.
2. Sick and vacation days cannot be accumulated while on terminal

leave.

B. The only benefits that shall continue on terminal leave are as follows:

1. Pension contributions.
2. Group insurance.

C. OPTIONAL PLAN

Lump sum payment of 85% of accrued sick leave with a maximum of \$15,000.



## ARTICLE XVII: HOLIDAYS AND PERSONAL DAY

A. The employees covered by this Agreement shall receive the following thirteen

(13) paid holidays:

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
July 4th  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Martin Luther King's Day

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

C. When an employee works on one of the above holidays, he/she shall receive an additional day's pay at time and one half.

D. In order to receive holiday pay or time off, an employee must work the day before and the day after the holiday, if so scheduled.

E. In addition to the holidays described in Paragraph A, each employee shall be entitled to three (3) personal days off per year. All personal days shall be earned on a pro-rata basis. To be eligible for such personal days, employees must give the Authority three (3) days prior notice.

F. Whenever one of the aforementioned holidays falls on an employee's regular



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day off, the employee shall be given a compensatory day off in its place. Said day shall be scheduled at a mutually convenient time.



## ARTICLE XVIII: PAID LEAVES

### A. TIME OFF FOR UNION ACTIVITIES

I. The Authority agrees that the Union negotiating committee (not to exceed two members) has the right to attend all sessions without the loss of pay.

### B. SICK LEAVE

I. Employees shall be eligible for sick leave after thirty (30) days service with the Authority.

### C. ACCUMULATION OF SICK LEAVE FOR TERMINAL LEAVE

I. Employees shall be granted one (1) day of sick leave for each month of service during their first year of employment, and one and one-quarter (1 1/4) days of sick leave for each month of service thereafter. Any days used shall be deducted from this sick leave bank.

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

### D. ACCUMULATION OF SICK LEAVE

I. 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 Authority.

### E. UNUSED

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

F. FUNERAL LEAVE

I. When a member of the "immediate family" of a Union member is deceased, that member shall be granted five (5) consecutive working days of leave to be taken between the date of death and the date after the funeral. The immediate family shall include: wife, husband, children, parents, grandparents, sisters, brothers, brothers- and sisters-in-law, mother- and father-in-law and common law husbands and wives. Upon submission of proof, an additional two (2) days shall be granted for out of state travel over 250 miles.

G. 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.

H. MILITARY SERVICE LEAVE

Any employee who is a member of a Reserve Force of the United States Army of this State and who is ordered by the appropriate authorities to attend the training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity, with no loss of time or pay, not to exceed fifteen (15) days.

I. JURY DUTY





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



## ARTICLE XIX: CLOTHING ALLOTMENT

- A. Every employee who does not work in the office by job title shall receive a clothing allowance. 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. Any clothing worn out and/or significantly damaged in the course of performing his/her duties, shall be replaced at the Employer's expense. The employee must turn the item into the Employer.
- D. Once the original issue is made, shirts, pants, and shoes shall be replaced at least every three (3) years; winter and summer coveralls and winter coats 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.
- E. The Union will advise the Authority in writing in January and July of any uniform problems.
- F. The Authority will respond in writing within fifteen (15) working days from the date of receipt of such notice.
- G. The Authority will replace items it deems necessary within thirty (30) days, or else employee may purchase directly from vendor approved in advance at price approved in advance by the Authority. The Authority will provide necessary written authorization.



H. 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).

I. All new employees of the Authority shall receive seven (7) sets of tee shirts, summer shirts and winter long sleeve shirts, long pants and summer shorts.

J. The Authority agrees to provide shirts (i.e. white, if possible) to those employees who do not work in the office which will designate them as having a supervisory capacity. These shirts shall be given out in conformance with Paragraph D of this Article.

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## ARTICLE XX: LONGEVITY

Longevity shall be paid in the bi-weekly pay of each employee, 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 or over	10% of annual salary



ARTICLE XXI: NON-DISCRIMINATION

Neither the Authority nor the Union shall discriminate against any employee because of race, creed, religion, color, age, sex, or national origin.



## ARTICLE XXII: UNION BUSINESS

- A. The Authority's sole responsibility in the administration of all Union matters shall be with the Shop Stewards. Wherever notice is required to the Union, and whenever official dealings with the Union are required, the Shop Stewards shall be the designated representatives of the Union for such matters which take place at the work place.
- B. The President of the Union or his/her designee shall be eligible for a total of two (2) days per year for Union business. This two 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 Deputy Executive Director of Operations of the authority at least seven (7) days in advance of the requested day. Approval of these requests is subject to approval of the Authority.
- C. The Union may designate no more than one (1) Chief Steward.
- D. The Steward shall be given an opportunity to engage in the adjustment of grievances as provided for under the Grievance Procedure herein with Authority representatives.
- E. The Steward shall not leave his/her job without the permission of their supervisor, and shall not contact another employee on Union business without prior permission of that employee's supervisor and their own.

F. Under no conditions shall the Shop Steward interfere with the performance of the work of others.

G. The Steward has no authority to give orders regarding work to any person employed by the Authority, by virtue of his/her position as Steward.

H. The Union shall notify the Authority immediately following the selection or replacement of a Steward.

I. The authority of Shop Steward shall be limited to and shall not exceed the following lawful duties and activities:

1. The investigation and presentation of grievances to the Authority or the Authority's designated representative, in accordance with the provisions of the Collective Bargaining Agreement.

2. The collection of dues when authorized by appropriate Local Union action.

3. The transmission of such messages and information which shall originate with and are authorized by the Local Union, or its officers, provided such messages and information:

- (a) have been reduced to writing, or

- (b) if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusal to handle goods, or any other interference with the Authority's business.



## ARTICLE XXIII: UNION VISITATION RIGHTS

An officer or duly accredited representative of the Union may be permitted to visit the premises only after prior authorization from the Executive Director or his/her designee. An escort may be provided at the discretion of the Executive Director or his/her designee. Such visitation shall not interfere with the conduct of the Authority's business or with the duties of any of its employees.





## ARTICLE XXIV: BULLETIN BOARD PRIVILEGES

### A. SPACE AVAILABILITY

The Authority shall supply a bulletin board for the use of the Union to post announcements.

### B. AUTHORIZATION

All notices are to be signed by the Union President, Secretary or duly authorized representatives, and there shall be no posting of any notices other than as described in Paragraph C., below, except after such notice has been approved in writing by the Facility Manager and the Union.

### C. MATERIAL

The Union may use the bulletin board to post the following Union announcements:

1. Notice of Union recreation or social affairs.
2. Notice of Union elections and results of such elections.
3. Notice of Union meetings.
4. Notice of Union appointments.
5. Union minutes of joint conferences or of general meetings.
6. General Union business.



ARTICLE XXV: SEVERABILITY

If any section, subsection, paragraph, sentence, clause or phrase 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 to be severable.

A handwritten signature or set of initials, possibly "SS", written in black ink at the bottom right of the page.

## ARTICLE XXVI: REPORTING ACCIDENTS

- A. Any employee involved in an accident shall, as soon as possible, report said accident and any physical injuries sustained.
- B. When required by the Authority, the employee, if possible, before going off duty and before starting their next shift, shall make out an accident report in writing, on Authority time, on forms furnished by the Authority, and shall turn in all available names and addresses of witnesses to the accident.



ARTICLE XXVII: SAFETY COMMITTEE

A. The Union may appoint a committee, not to exceed two (2) people, to meet with representatives of Management as needs arise to discuss and make recommendations relating to the safety of the employees and the public.



## ARTICLE XXVIII: EDUCATIONAL BENEFITS AND LICENSING

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

1. The course, credit and non-credit, in which they enroll bear a reasonable relationship to their present work assignment.
2. Prior approval to take such courses is secured in writing from the Executive Director.
3. The rate of reimbursement, at a graduate or undergraduate level shall be equal to the per credit course now in effect at Rutgers, the State University.
4. The rate of reimbursement for non-credit courses shall be the full cost of tuition.
5. The number of credits per year for which an employee shall be reimbursed shall not exceed twenty (20). Said reimbursement shall be paid to the employee within sixty (60) days after completion of course or module.
6. All non-related courses mandated by an institution as a requisite for a degree or certificate shall be eligible for educational increments.
7. For each employee, there shall be a cap on educational tuition reimbursement of \$3,000 per year of service, up to a maximum of \$30,000 for term of employment with the Authority.

B. When the employer 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 Authority.

- C. 1. When an employee obtains an Associate's Degree from a recognized institute of higher education, he/she shall receive a \$500.00 increase in their annual salary. This is a one-time-only salary adjustment and there shall never be another salary adjustment as provided under this paragraph.
2. When an employee obtains a Bachelors Degree from a recognized institute of higher education, he/she shall receive a \$500.00 increase in their annual salary. This is a one-time-only salary adjustment as provided under this paragraph. If the employee has never received a salary adjustment for an Associate Degree, an additional \$500.00 increase in their annual salary will be included at this time. Obtaining a Bachelors Degree will result in a maximum \$1,000.00 increase in their annual salary. This is a one-time-only salary adjustment and there shall never be another salary adjustment as provided under this paragraph.
3. When an employee obtains a Masters Degree or other advanced degree from a recognized institute of higher education, he/she shall receive a \$500.00 increase in their salary. This is a one-time-only salary adjustment and there shall never be another salary adjustment as provided under this paragraph. If the employee has never received a salary adjustment for an Associates Degree and/or Bachelors Degree, an additional \$500.00 per degree increase in their annual salary will be included at this time. Obtaining



a Masters Degree will result in a maximum \$1,500.00 increase in their annual salary. This is a one-time-only salary adjustment and there shall never be another salary adjustment as provided under this paragraph

D. When an employee obtains:

1. A W1 License, they shall receive a \$500.00 increase in annual salary. This is a one-time only salary adjustment and there shall never be another salary adjustment as provided under this paragraph.

2. A W2 License, they shall receive a \$500.00 increase in annual salary. This is a one-time only salary adjustment and there shall never be another salary adjustment as provided under this paragraph.

3. A T1 License, they shall receive a \$500.00 increase in their salary. This is a one-time only salary adjustment and there shall never be another salary adjustment as provided under this paragraph.

4. A T2 License, they shall receive a \$500.00 increase in their salary. This is a one-time only salary adjustment and there shall never be another salary adjustment as provided under this paragraph.

5. A W3 or a T3 License, they shall receive a \$500.00 increase in their salary. This is a one-time only salary adjustment and there shall never be another salary adjustment as provided under this paragraph.

6. A W4 or T4 License, they shall receive a \$500.00 increase in their salary. This is a one-time only salary adjustment and there shall never be another

salary adjustment as provided under this paragraph.

7. Senior Operators with T4 Licenses shall have their starting salaries commence at \$25,000.00 per annum. Any Senior Operator with a T4 License not currently making \$25,000.00 per year shall have their salary adjusted at this time.

E. It has been determined that there are specialized courses which are available to the employee in the fields of masonry, plumbing, electrical work and heating and air conditioning. If an employee takes the above mentioned courses and receives the requisite certification for passing these courses, they shall receive a one-time-only bonus of \$500.00. This amount shall not be added to their base salary. In order to take these courses and receive these certifications, prior approval must be requested and received in writing from the Executive Director. Employees shall be eligible to take more than one of the above mentioned courses and receive more than one certification. In the event that an employee has already taken these courses and received the requisite certification, the one-time-only \$500.00 bonus per course shall not be retroactively applied.





## ARTICLE XXIX: WORKERS' COMPENSATION

A. 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/her and his/her salary during the period of temporary disability only for a maximum period of three months. The employee shall be directly responsible for initiating the disability procedures.

B. An employee who is injured on the job, and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of the regular shift on that day. An employee who has returned to their regular duties after sustaining a compensable injury who is required by the workers' compensation doctor to receive additional medical treatment during their regularly scheduled working hours shall receive their regular hourly rate of pay for such time as is reasonably required to visit the doctor's office.



ARTICLE XXX: AMERICANS WITH DISABILITIES ACT (ADA)

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



## ARTICLE XXXI: TERM AND RENEWAL

This Agreement shall be in full force and effect as of the date hereof, and shall be in effect to and including December 31, 2012. Salary increases shall be retroactive to January 1, 2010.

**Section 1:** 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. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the next succeeding paragraph.

**Section 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.



## ARTICLE XXXII: SICK LEAVE BUY-BACK POLICY

The Atlantic City Municipal Utilities Authority, hereby offers to the members of the AFSCME Local 3974-A, 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 seventy (70) 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 each buy back period in order to have another 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, and any employee who has in excess of seventy (70) days, is not required to participate in this program.



ARTICLE XXXIII: SENIOR WATER TREATMENT PLANT OPERATOR AND  
SUPERVISING WATER TREATMENT PLANT OPERATOR

All employees in the title of Senior Water Treatment Plant Operator or who become either Senior Water Treatment Plant Operators or Supervising Water Treatment Plant Operators shall have their base salaries rerated. Base salaries shall only include the minimum salary plus add-ons for licensing and education. When an employee is hired, promoted or transferred into one of these two titles, they shall receive the higher of the salary calculated based upon the employee's existing total salary (which includes longevity) and the new rating formula. A new base will then be established so that the new base plus all-add-ons plus longevity plus the premium amount is equal to the new total salary. Employees understand that their base salary and longevity may decrease but their total salary (as paid and for pension purposes) shall not decrease.

All employees serving in the title of Senior Water Treatment Plant Operator as of December 1, 2007 who leave this title, for any reason, except for promotion to Supervising Water Treatment Plant Operator, shall have their new salary calculated based upon their base salary prior to this agreement or their rerated base salary as part of this agreement, whichever is higher. All other employees shall have their salary in their new position calculated on their base salary (which excludes the premium.)

All employees in either title (Senior Water Treatment Plant Operator or Supervising Water Treatment Plant Operator), shall be solely responsible for

maintaining their New Jersey State T-2 or T-4 Water Treatment Plant Operators  
license.


The \$6,000 premium payment shall not increase or decrease during the term  
of this contract.

This shall take effect on December 1, 2007.

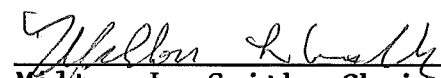


IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Atlantic City, New Jersey.

**ATLANTIC CITY MUNICIPAL UTILITIES  
AUTHORITY**

By:   
Gary L. Hill, Vice Chairman/Secretary

March 9, 2012  
date

Witness:   
Milton L. Smith, Chairman

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO DISTRICT COUNCIL 71,  
LOCAL 3974A**

*Mattie Hamell ex-Director*

By:   
STAFF REPRESENTATIVE

3-5-2012  
date

Witness: \_\_\_\_\_  
LOCAL CHAPTER CHAIRPERSON



APPENDIX A

GRADE	TITLE	YEAR	MINIMUM STARTING SALARY		
			2010	2011	2012
6	ASST. SUPERVISOR OF CUSTOMER SERVICE		\$38,153	\$38,153	\$38,153
6	SENIOR MECHANIC		\$38,153	\$38,153	\$38,153
6	PRINCIPAL CASHIER		\$38,153	\$38,153	\$38,153
7	SUPERVISOR, WATER		\$41,486	\$41,486	\$41,486
7	SUPERVISING WATER TREATMENT PLANT REPAIRER		\$41,486	\$41,486	\$41,486
7	SUPERVISOR OF CUSTOMER SERVICE		\$41,486	\$41,486	\$41,486
8	SENIOR WATER TREATMENT PLANT OPERATOR		\$44,241	\$44,241	\$44,241
8	SENIOR CHEMIST		\$44,241	\$44,241	\$44,241
9	SUPERVISING WATER TREATMENT PLANT OPERATOR		\$46,895	\$46,895	\$46,895