

H-1441
Personnel

Contract no. 1474

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AGREEMENT
between the
CITY OF ATLANTIC CITY
and
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
Local # 2303

January 1, 1991 - December 31, 1994

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ATTORNEYS FOR
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PREAMBLE

This Agreement entered into by the City of Atlantic City, hereinafter referred to as the "City," and Local 2303, affiliated with AFSCME, AFL-CIO, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the City 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.

1. RECOGNITION

1.1 The City 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 as stated herein shall apply to all Blue Collar Workers in all Departments in the City of Atlantic City covered by THIS AGREEMENT AND ITS ADDENDUMS.

2. CHECK OFF

2.1 The City 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 City 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.

2.2 REPRESENTATION FEE DEDUCTION

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.

B. REPRESENTATION FEE AMOUNT

Within thirty (30) days of the execution of this Article, the Union shall notify the city of the representation fee sum to be deducted from non-members' 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 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 charge in the representation fee shall be made upon written notification to the City.

C. REPRESENTATION FEE DEDUCTIONS

The annual representation fee shall be deducted from nonmembers salaries in substantially equal monthly (biweekly) 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 (10) day following re-entry into the bargaining unit for employees who previously served in bargaining unit positions and who continued in the employ of the public employees in a non-bargaining unit position and persons being re-employed in such a unit from a re-employment list. For the purposes of this Article, ten-month employees shall be considered to be in continuous employment.

If, during the course of the year the non-member becomes a Union member, the City 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 City 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 at the same time as Union dues.

D. TERMINATION OF EMPLOYMENT

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

E. INDEMNIFICATION OF CITY

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

3. WORK SCHEDULES

3.1 The regularly scheduled work week shall be forty (40) hours per week, five consecutive days, except for employees in continuous operations not normally scheduled Monday to Friday. The City shall continue to normally schedule those employees who are now working a five day-forty hour, Monday to Friday schedule in the same manner. Where necessary, the City may assign weekend duty to any employee provided such employee(s) have been given 48 hours advance notice, except in a bona fide emergency. If an employee feels he has been assigned an excessive amount of weekend duty, he 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 City will post a notice 72 hours in advance of such change. The superintendent of the department shall notify and confer with the shop steward before effecting the change but shall not require the approval of the Union before effecting the change.

3.4 Where more than one work shift per day within a given classification as identified in appendices A & B attached hereto 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.

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

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

3.7 Wherein the nature of work involved, requires continuous operations on a twenty-four (24) hour per day, seven days per week basis employees will have their schedules arranged in a manner which will assure in a rotation basis that all employees

will have an equal share of Saturday and Sunday off distributed evenly throughout the year.

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.

4.2 The pay period shall be 12:01 A.M. Sunday through 12:00 P.M. (midnight) Saturday. 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) all work performed after 8 hours in one day.
- (b) all work performed on the sixth day in the work week, as (defined above).
- (c) all work performed after 40 hours in one work week, as defined above.

Double-time: All work performed on the 7th day in the work week, as defined above shall be paid as double time.

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

4.4 Overtime shall be voluntary and by seniority except in an

emergency declared by the City Government and/or their Department Head. There shall be no discrimination against any employee declining to work overtime in a normal situation.

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

5. RATES OF PAY

5.1 Any employee who performs work in a higher classification than his own, and who performs more than one (1) hour of work in an eight (8) hour day shall receive that higher rate for 8 hours or time worked that day.

5.2 An employee shall be paid the rate of pay for his 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 6% higher than his present rate of pay.

An employee who is promoted shall receive the greater of 6% of his present rate of pay or \$500. This provision shall not be retroactive.

5.5 The pay scales for all blue collar employees covered by this

Agreement shall be set forth in Appendix B.

5.6 The classification for all blue collar employees covered by this Agreement shall be set forth in Appendix A.

5.7 Longevity for all blue collar workers shall be set forth in Appendix C for those covered by this Agreement.

5.8 Shift employees shall be paid at the rate of \$.40 per hour additional from 4 P.M. to 12 P.M. and \$.60 per hour additional from 12 P.M. to 8 A.M.

6. SICK LEAVE WITH PAY

6.1 Ordinance 11 of 1942 and all Amendments.

6.2 Effective January 1, 1989 establish sick leave incentive program as follows: An employee who has thirty (30) or more sick days in the bank in a year and who either uses twenty-percent (20%) or less of the total bank days or six (6) or less days in the period January 1, 1989 through December 31, 1989 shall receive a cash bonus not in salary payment of \$200.00. After consultation with the Union the City shall have the right to terminate this program.

7. LEAVE OF ABSENCE

7.1 Leaves of absence for employees shall be granted as provided

in Civil Service Statutes and rules and regulations except as otherwise expanded herein.

7.2 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, shall be granted a leave of absence with pay for the 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.

7.3 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 the 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.

7.4 LEAVE OF ABSENCE WITHOUT PAY

- (a) A permanent employee holding a position in the classified service who is temporarily, whether 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 the department head and the City 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 year, which period may be renewed for an additional year upon appropriate request and approval.

8. LEAVE OF ABSENCE WITH PAY

8.1 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, an additional two (2) days shall be granted for out of state travel over 250 miles:

- (a) Mother or father
- (b) Mother-in-law and father-in-law
- (c) Brother or sister
- (d) Spouse
- (e) Children of employee
- (f) Grandmother and grandfather
- (g) Grandchildren
- (h) Stepchildren

8.2 Union Leave: Any five (5) members of the Union who are

elected or designated to attend a function of the Union's International or other subordinate body, shall be permitted to attend such functions and shall be granted duration as determined by the person in charge of the project and the City. This right of attendance, moreover, shall be governed by any conditions, restrictions or limitations contained in the International Constitution of the Union.

8.3 Union Business: The President of the Local Union will be allowed sufficient time off from work to attend to grievances and other Union business necessary to the administration of the Agreement. Such time shall be granted by the ~~DIRECTOR~~ or his Representative.

9. WORKER'S COMPENSATION

9.1 When an employee is injured on duty, he is to receive Worker's 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.

9.2 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. An employee who has returned to his regular duties after sustaining a compensable injury who is required by the worker's compensation doctor to receive

additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time as is reasonably required to visit the doctor's office.

10. SENIORITY

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

10.2 An employee having broken service with the City (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the City.

10.3 If a question arises concerning two or more employees who were hired on the same date, ^{the} following shall apply: if hired prior to ^{the} effective date of this Agreement, seniority preference among such employees shall ^{be} determined by the order in which such employees are already shown on the City's payroll records, first name, first preference, etc. For employees hired on the same date, subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.

10.4 The City shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall make such information available to the Union upon request.

10.5 Except where New Jersey Civil Service statues require otherwise, in all cases of promotions, demotions, layoff(s), recall(s), vacation schedules and other situations where substantial employee advantages or disadvantages are concerned, and employee with the greatest amount of seniority shall be given preference provided he has the ability to perform the work involved.

11. HOLIDAYS

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

The following days are recognized holidays:

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

11.2 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.

11.3 When an employee works on one of the above holidays, he will receive an additional day's pay at time and one-half.

11.4 When the City declares by formal action a holiday for all employees, those who are required to work on such holidays shall be given a compensatory day at a later date. This provision has no applicability when holidays are declared or granted pursuant

to a contract with other Representative Associations or Unions.

11.5 Employees shall receive three personal days for the reasons set forth below:

- (a) Personal Emergency
- (b) Legal Business
- (c) Religious Observance

12. VACATION

12.1 Effective January 1, 1988, the vacation schedule shall be as follows:

0 to 1 year	12 days
2 to 5 years	15 days
6 to 10 years	18 days
11 to 15 years	21 days
16 to 20 years	25 days
21 years or more	30 days

The City shall have the right to limit the number of employees on vacation at any time in order for the City to maintain the necessary levels of service and manpower as deemed required by the Director.

12.2 If due to the request of the City, an employee cannot utilize all or part of his vacation, he may carry over the unused portion to the next succeeding year.

12.3 If an employee chooses not to utilize all or part of his vacation, he may request permission to carry over all or part of the unused portion to the next succeeding year.

12.4 Employees shall provide notice of short term vacation [less than three (3) days] of no less than seventy-two (72) hours.

12.5 Employees shall provide notice of long term vacation [three (3) days or more] of no less than thirty (30) days.

12.6 Failure to provide adequate notice shall result in forfeiture of vacation preference.

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

12.8 Employer shall respond to long-term vacation requests (three [3] or more days) within ten (10) calendar days after receipt of employee's submission provided this does not interfere with the seniority mechanism.

13. SAFETY AND HEALTH

13.1 The City and Union shall designate safety committee members. It shall be their joint responsibility to investigate unsafe and unhealthful conditions. The Union committee members

shall consist of one member from each appropriate unit covered by this contract. It is understood that the City has the final responsibility to correct any breach of this clause. They shall meet quarterly as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee members representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the City's facilities, where employees covered by this Agreement perform their duties for the purpose of investigating safety and health conditions, during working hours with no loss of pay, for periods not to exceed one (1) hour per day, unless additional time is authorized by the Superintendent, or the City.

13.2 TOOL ALLOWANCE

- (a) Tool allowance: Any employees that have to work with their own tools will be paid for replacement and/or upkeep, or City will furnish same.
- (b) All uniforms/safety equipment must be returned prior to receiving termination/severance benefits or wages due upon termination.

13.3 CLOTHING ALLOWANCE

The clothing allowance shall be supplied during the first week of November in each year of the Agreement. Said allowance shall be prorated depending upon actual service during the calendar year.

The clothing allowance shall be a total of \$350 per year effective 1991; effective 1992, \$400; effective 1993, \$450; and

effective 1994, \$450. The City shall, continue for the life of the agreement, provide uniforms; the employees shall have the responsibility to maintain and replace them. Parties recognize that the City shall have the right to mandate the work requirement that employees wear uniforms. New employees shall purchase uniforms ^{with} ~~for~~ the allowance provided for in this section.

13.4 The Safety and Health Committee shall become involved in the tool and clothing allowance.

14. EQUAL TREATMENT

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

15. MEMBERSHIP PACKETS

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

16. PRINTING OF THE AGREEMENT

16.1 The Agreement will be printed by the Union for all employees in a packet edition. The cost of such printing shall be divided equally between the City and the Union. The Agreement will be Union printed and contain the Union insignia.

17. WORK RULES

17.1 The City 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.

17.2 The City agrees that in the event of the establishment of any work rules in the future, ten working days notice shall be provided to the Union and employees before such rules are to become effective, except in the case of emergencies, as determined by the Department Director.

18. GRIEVANCE PROCEDURE

18.1 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 immediate Supervisor shall take up the grievance or dispute within ten (10) working days of its occurrence. Failure to act within said ten-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 Superintendent and/or Director of Public Works within five (5) working days after the Supervisor's response is due. The Superintendent and/or Director of Public Works shall meet with the Union Steward (or Union Grievance Committee or employee) and respond in writing to the Union within seven (7) working days.

STEP 3. If the grievance still remains unadjusted, it shall be presented by the Union Steward (or Union Grievance Committee or employee) to the ~~Personnel~~ ^{Personnel} Director in writing within five (5) days after the response from the Superintendent is due. The Personnel Director shall meet with the Union Steward (or Union 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.

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

18.2 With regard to subject matters that are grievable, the

arbitration proceedings shall be conducted by an arbitrator to be selected by the City and the Union within seven (7) working days after notice has been given. If either of the parties fails to agree upon an arbitrator, PERC shall be requested by either or both parties to provide a panel of five arbitrators. Both the City 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 decision shall be final and binding on both parties.

18.3 Expense for the arbitrator's services and proceedings under either Sections 18.1 and 18.2 shall be borne equally by the City 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 the record and makes copies available without charge to the other party and the arbitrator.

18.4 The Union will notify the City, in writing, of the names of its employees who are designated by the Union as shop stewards. Such employees will be permitted to confer with other Union employees, during working hours without loss of pay for periods not in excess of one (1) hour per day unless additional time is

needed to complete the hearing consultation.

18.5 Agents of the Union who are not employees of the City, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters, so long as such right is reasonably exercised and there is no undue interference with work progress.

18.6 The City and the Union agree, in conjunction with the grievance procedure, that each will give reasonable consideration to requests of the other party for meetings to discuss grievances pending at any step of the Grievance Procedure.

19. UNION STEWARDS AND UNION REPRESENTATION

19.1 The City recognizes and shall deal, where appropriate, with up to six (6) authorized Union Stewards and/or the Union President in all matters relating to grievances and the interpretation of this Agreement. It is specifically understood that the Union shall have the responsibility to notify the City, immediately after their designation, the names of each Union Steward and their term of office and the names of each Union officer and their terms of office. The Union shall also notify the City promptly of any changes in such stewards, officers and/or terms of office.

19.2 In the discretion of the Department Head and/or immediate

Supervisor, the authorized Union Stewards and the President shall be granted a reasonable amount of time off during working hours to investigate and settle grievances. Advance notice must be provided to the immediate Supervisor and his permission must be received before any steward or Union officer leaves his work station. This activity shall be limited wherever possible. Permission to leave work stations shall not be unreasonably denied.

20. UNION ACTIVITIES ON CITY TIME AND PREMISES

20.1 The City agrees that during working hours, up to six (6) authorized stewards and the Union President shall be allowed, on City premises and without loss of pay, to do the following:

- (a) Post Union notices;
- (b) Distribute Union literature;
- (c) Attend mutually scheduled negotiations meetings;
- (d) Transmit communications which are authorized by the local union or its officers to the City or its representatives.
- (e) Consult with the City or its representatives concerning the enforcement of any provisions of this Agreement.

20.2 Before any of the activities outlined in Section 20.1 are undertaken, the employee's supervisor shall be notified and there shall be no disruptions whatsoever of the normal work flow. Supervisors shall not unreasonably deny permission to employees to undertake those responsibilities. Wherever possible such activities shall be undertaken during lunch or other break time.

20.3 The City agrees that official representatives of A.F.S.C.M.E., its local, its district council, or its International Representatives, shall have free access to the premises of the City at any time during working hours to conduct legitimate Union business, so long as such business does not interfere with the normal work flow. Any such representative shall notify the appropriate supervisor and Department Head prior to any visit.

21. DISCIPLINE AND DISCHARGE

21.1 Disciplinary action shall generally consist of any or all of the following:

- (a) Oral warning
- (b) Written reprimand
- (c) Suspension
- (d) Discharge

21.2 It is also recognized that any form of disciplinary action which is authorized by Civil Service Statutes or Regulations shall also be permissible.

21.3 Any disciplinary action or measure imposed upon an employee, which legally cannot proceed through the Civil Service system may proceed as a grievance through the regular grievance procedure.

21.4 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.

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

- 21.6 (a) The City shall not discharge any permanent employee without just cause.
- (b) The Union shall have the right to process a discharge as a grievance, where otherwise applicable, at the Department Head level of the grievance procedure, and proceed through arbitration if allowed by law.
- (c) Unless there is no other reasonable alternative, if the City 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.

22. GENERAL PROVISION

22.1 Bulletin boards will be made available by the City at each of the permanent work locations for the use of the Union for the purpose of posting Union announcements and other information of a noncontroversial nature.

22.2 It is agreed that representatives of the City and the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, 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.

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

22.4 During the first year of agreement the parties may by mutual agreement discuss certain portions of the Agreement that may have developed inequities and mutually adjust, if necessary.

22.5 There is to be established a Job Inequities Committee.

23. HEALTH AND WELFARE

23.1 The City will maintain the current level of Health and Welfare benefits throughout the term of this agreement.

23.2 The City if it desires can become self-insured with its insurance plans at no decrease in benefits at no cost to employees. The benefits described in 23.1 and 23.2 above are:

- Dental
- Optical
- Prescription
- Blue Cross: Blue Shield
- Pru Care
- Omni Care
- Healthways
- Medi Group

It is understood that the above benefits are granted to the customary rules and regulations of the Employer Insurance Division and the Benefit Carrier.

23.3 Insurance coverage equalize benefit levels as soon as possible to levels enjoyed by all other bargaining units in the City; provide further that if all other City unions negotiate changes in the health and other insurance benefits, then such changes, increases or decreases shall apply in the same manner and effective on the same date for Local 2303. Provided further that when and if all other City bargaining unions shall accept \$3.00 co-pay for prescription, then on that date this shall be effective in the same manner for Local 2303 as for all other unions.

24. LONGEVITY

24.1 Longevity will be computed as of November 30th, each year and paid in lump sum between the first and second pay in December of each year.

24.2 The Anniversary Date for all employees is December 1st, each year.

24.3 This covers employees currently on the payroll.

24.4 The Anniversary Date for longevity payment shall be

November 30th.

24.5 Longevity shall be paid in lump sum payment between the first and second pay day in the month of December. In lieu of the foregoing, employees have the option to choose, once per year, to have longevity paid as part of their regular pay.

24.6 LONGEVITY RATES

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

25. SALARY INCREASES

25.1 Effective January 1, 1991, salaries shall increase according to the following scale:

- (a) Employees earning \$13,500 (or less) to \$16,000 base annual salary shall receive a general wage increase in the total amount of \$1,850.
- (b) Employees earning \$16,001 to \$22,000 base annual salary shall receive a general wage increase in the total amount of \$1,500.
- (c) Employees earning \$22,001 to \$25,500 base annual salary shall receive a general wage increase in the total amount of \$1,500.
- (d) Employees earning \$25,501 to \$31,500 (and greater) base annual salary shall receive a general wage increase in the total amount of \$1,700.

25.2 Effective January 1, 1992, employees on the payroll as of

that date in all grades and all classifications shall receive a total wage increase of \$1,125 across the board on their respective annual salaries.

25.3 Effective January 1, 1993, employees on the payroll as of that date in all grades and all classifications shall receive a total wage increase of 6.0% applied to their respective annual salaries across the board.

25.4 Effective January 1, 1994, employees on the payroll as of that date in all grades and all classifications shall receive a total wage increase of \$1,125 across the board on their respective annual salaries.

25.5 The parties specifically agree and understand that with respect to all of the foregoing wage increases, that those increases shall not apply to employees who have resigned or were terminated as of the date of the signing of the memorandum of agreement for this new contract. All of the foregoing wage increases shall apply only to those employees of the City who are actively engaged in the employment with the City on the date of the signing of the Memorandum of Agreement. No wage increase shall be applicable to any employee who is not actively engaged in employment on the date of the signing of the Memorandum, with the exception of those who had retired or were deceased while they were still in the active employ of the City.

25.6 New employees hired after August 21, 1991 shall receive their first Union-negotiated raise (under Sections 25.1, 25.2, 25.3 and 25.4, above) in two equal installments on January 1st and July 1st of the year they are entitled to it. (Example: an employee hired in 1991 after August 21st would receive one-half of the wage increase scheduled for January 1, 1992, and the second half effective July 1, 1992.)

26. TERMINAL LEAVE

26.1 As of July 1, 1989 the following terminal leave policy will in effect:

- (a) Upon retirement, all employees shall be entitled to a maximum of eighteen (18) months (subject to \$d.) of 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 leave:
 - (1) Pension Contributions
 - (2) Group Insurance
- (c) Optional Plan.
Lump sum payment of fifty-percent (50%) of accrued sick leave with a maximum of twelve-thousand dollars (\$12,000.00)
- (d) New Employees.
Employees hired on or after July 1, 1987 shall only be entitled to a maximum of twelve (12) months terminal leave.
- (e) This policy shall not be retroactive.

27. TERMINATION

27.1 This Agreement shall be effective as of January 1, 1991 and remain in full force and effect until December 31, 1994. 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.

27.2 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.

27.3 The City shall have the right to transfer and reassign employees covered in the Agreement to any department to fill a vacancy on a permanent basis, based on seniority and qualifications. The City shall further have the right to reorganize any department, also to make changes to improve its efficiency and productivity of all its departments. It is understood that pools of employees may be formed by the City for reassignment to other departments but the right to fill a vacancy or not fill one is at the sole discretion of the City. There

shall be no layoffs without mutual agreement with the Union. In the event there is no agreement, the matter shall be arbitrated under the arbitration provisions of this Agreement.

27.3A The foregoing provision is not intended to contravene the applicable rules, laws and regulations set forth by the New Jersey Department of Personnel (Civil Service).

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

27.5 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.

IN WITNESS WHEREOF, the undersigned have affixed their signatures as the duly authorized legal representatives of the City and Local #2303 on the 24 day of April, 1992.

CITY OF ATLANTIC CITY

UNION REPRESENTATIVES

James Whelan
Mayor James Whelan

William Elam
William Elam, President
Local #2303

Mary C. Sears
Benjamin R. Fitzgerald
City Clerk

Immanuel Murrey
Council Representative

The within Agreement approved as ³to form and execution.

DATE: 4/24/92

BY: [Signature]
Asst. City Solicitor

APPENDIX A
CLASSIFICATION

AIRPORT ATTENDANT
ASPHALT PLANT OPERATORS
ASSISTANT SUPERVISOR

BUILDING SERVICE WORKER
BUILDING MAINTENANCE WORKER
BUILDING MAINTENANCE WORKER (FIREMEN)
BLACKSMITH

CARPENTER
CARPENTER - MAINTENANCE MISCELLANEOUS REPAIRMEN
CARPENTER - MAINTENANCE CONSTRUCTION
CARPENTER - MAINTENANCE REPAIRMAN

DUMP CARETAKER
DIESEL MECHANIC HELPER
DIESEL MECHANIC
DIESEL MECHANIC SENIOR

ELECTRICIAN
EQUIPMENT OPERATOR BCH. MAINTENANCE
EQUIPMENT OPERATOR
EQUIPMENT OPERATOR (SWEEPER MECH.)

GARAGE ATTENDANT
GARAGE ATTENDANT SR.
GAS ATTENDANT
GUARD
GUARD PUBLIC PROPERTY

HEAT & A.C. OPERATOR
HEAT & AC. OPERATOR SR.
HEAVY EQUIPMENT OPERATORS
HEAVY EQUIPMENT OPERATORS SLE
HEAVY EQUIPMENT MECHANIC

LABORER

MECHANIC
MASONS
MASONS MAINTENANCE REPAIRER
MASON & PLASTERER
MECHANIC HELPERS
MECHANIC REPAIRMEN
MECHANIC REPAIRS

MAINTENANCE REPAIRER PLANT
MECHANIC REPAIRMEN AUTO M.V.S.
MECHANIC REPAIRMAN WATER TREAT PLANT
MAINTENANCE REPAIRER

PLASTERERS
PLUMBERS
PARKING LOT ATTENDANT
PAINTERS

RECEIVING ATTENDANT

SENIOR WATER TREAT PLANT OPERATORS
SENIOR RECEIVING MAINTENANCE
SANITATION INSPECTORS

TRUCK DRIVER

WASH RACK ATTENDANT
WATCHMAN

APPENDIX B

SALARY GUIDE

Titles	GRADE 1		Starting Salary	
	1988	1989	1990	
Assistant Timekeeper Building Service Worker, Watchperson 11,200		11,025		11,150
GRADE 2				
Dump Caretaker, Garage Attendant Gas Attendant, Bldg. Maintenance Worker, Recreation Attendant Airport Attendant, Guard, Laborers Parking Lot Attendant, Guard Public Property, Wash Rack Attendant	11,525	11,650		11,700
GRADE 3				
Mechanic Helpers Airport Attendant Sr. Diesel Mechanic Helpers Garage Attendant, Sr., Receiving Maintenance Sr., Maintenance Repairer Masons, Maint- enance Repairer Plant 12,200		12,025		12,150
GRADE 4				
Truck Drivers, Mechanic Repairperson Bldg. Maintenance (Fireman), Equipment Operator Asphalt Plant Operators, Mice. Repairman Carpenter Maintenance Carpenter Repairman Equipment Operator Bch. Maintenance Heating & A.C. Operator, Maintenance Repairer Operators, Maintenance Repair Plant Operators Maintenance Repair Plant, Maintenance Repairer Mason, Water Treatment Plant, Sr. Water Repairer	12,125	12,250		12,300

GRADE 5

Electrician, Carpenter, Mechanic Auto Mechanic Blacksmith Heavy Equipment Operators, Painter Diesel Mechanic, Mechanic Repair Water Plant, Maint. Repair Machine Heat & A.C. Operators II, Maint. and construction carpenter, Equipment Operator Sweeper, Heavy Equipment Mechanic, Masons, Plasterer, Signal System Repairperson, Sr.	\$13,125	13,250	13,300
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GRADE 6

Mechanic Repair Auto Sr., Signal System Repairperson Sr., Diesel Mechanic Sr., Foreman Plumber	13,925	14,050	14,100
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Resolution of the City of Atlantic City

No. 342

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

Factual contents certified to by

City Solicitor /s/ Paul J. Gallagher

Business Administrator /s/ James Sykes

Prepared by City Solicitor's Office

Council Member.....PIERCE.....Presents the following Resolution:

WHEREAS, the City of Atlantic City has been involved in collective bargaining with the American Federation of State, County and Municipal Employees, AFL-CIO, Local #2303; and

WHEREAS, an agreement has been reached between the parties, as per the collective bargaining meetings;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City that the Mayor is hereby authorized to execute and the City Clerk to attest said COLLECTIVE BARGAINING AGREEMENT between the City and the American Federation of State, County and Municipal Employees, AFL-CIO, Local #2303, covering the period from JANUARY 1, 1991 through DECEMBER 31, 1994.

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RECORD OF COUNCIL VOTE ON FINAL PASSAGE

COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
COLLETTE	/	/				/	MANCUSO	/	/				/
COURSEY	/	/				/	PALMENTIERI	/	/				/
HUDGINS	/	/				/	PASQUALE	/	/				/
KELLEY	/	/				/	RUSSO	/	/				/
							PIERCE, PRESIDENT						
			x-Indicates Vote		NV-Not Voting		AB-Absent		MOT-Motion		SEC-Second		

DATE OF ADOPTION:.....

Benjamin R. Fitzgerald City Clerk

This Resolution when adopted must remain in the custody of the City Clerk. Certified copies are available.

MURRAY, MURRAY & CORRIGAN

COUNSELLORS AT LAW
26 SYCAMORE AVENUE
LITTLE SILVER, N.J. 07739

(908) 747-2300

FAX NO. (908) 758-8095

CAMDEN COUNTY OFFICE
WILSON BUILDING, OFFICE 1107
130 NORTH BROADWAY
CAMDEN, N.J. 08102

OCEAN COUNTY OFFICE
44 WASHINGTON STREET
TOMS RIVER, N.J. 08753
(908) 286-0550

ROBERT EMMET MURRAY
MEMBER N.Y. & N.J. BARS
KAREN A. MURRAY
MEMBER D.C., N.Y. & N.J. BARS
DAVID F. CORRIGAN
MEMBER N.J. BAR

CHERIE L. MAXWELL
MEMBER D.C., TX & N.J. BARS
REGINA WAYNES JOSEPH
MEMBER N.Y. & N.J. BARS
DERLYS GUTIERREZ-CONCETT
MEMBER N.J. BAR

March 25, 1992

William Elam, President
AFSCME, Council 71, Local 2303
604 So. Black Horse Pike
Blackwood, NJ 08012

Emanuel Murray, Staff Representative
AFSCME, Council 71, Local 2303
604 So. Black Horse Pike
Blackwood, NJ 08012

RE: City of Atlantic City -and-
Local 2303, AFSCME, AFL-CIO
1991 Negotiations
Our File No. 92.137

Gentlemen:

The purpose of this letter is to set forth the understandings reached in our recent contract negotiations that were stipulated to be established not in the main contract, but by side-bar agreement.

1. Article 3.1 of the Collective Bargaining Agreement shall be waived concerning the Monday through Friday requirement effective May 1st to September 30th for employees assigned to the parks and boardwalk; the parties mutually agreed to waive this requirement year-round for the comfort station.

2. Food service employees shall be covered by this Agreement with the adjustments as mutually discussed and agreed upon.

3. Sick leave incentive grievance 1990 and 1991 as stipulated is settled and the City shall pay these entitlements.

If the foregoing comports with your understanding in the side-bar agreement, would you kindly sign on the lower portion of this letter as indicated and retain for your respective files one copy of this letter and return the other copy to me.