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COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

CITY OF ATLANTIC CITY

AND

ATLANTIC CITY WHITE COLLAR
PROFESSIONAL ASSOCIATION

JANUARY 1, 2022 THROUGH DECEMBER 31, 2025

RUDERMAN & ROTH, LLC
150 Morris Avenue, Suite 303
Springfield, NJ 07081
(973) 258-1288

PREAMBLE

AGREEMENT dated this ____ day of _____ 2022, by and between the CITY OF ATLANTIC CITY, a municipal corporation of the State of New Jersey, (hereinafter referred to as the "City") and the ATLANTIC CITY WHITE COLLAR PROFESSIONAL ASSOCIATION, (hereinafter referred to as the "Union").

WHEREAS, the City and the Union have negotiated a Collective Bargaining Agreement ("Agreement") to cover the calendar years 2022 through 2025.

WHEREAS, the City and the Union have reached agreement and wish at this time to memorialize same in the within Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the City and the Union agree as follows:

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I - PURPOSE	2
ARTICLE II - INTERPRETATION AND RECOGNITION	3
ARTICLE III - NON-DISCRIMINATION	5
ARTICLE IV - EMPLOYEE REPRESENTATION	6
ARTICLE V - CHECK-OFF	7
ARTICLE VI - MANAGEMENT RIGHTS	8
ARTICLE VII - UNION MEETINGS	10
ARTICLE VIII - GRIEVANCE/DISCIPLINE PROCEDURE	11
ARTICLE IX - PROMOTIONS	15
ARTICLE X - BULLETIN BOARD	16
ARTICLE XI - SCHEDULE AND OVERTIME	17
ARTICLE XII - VACATION	20
ARTICLE XIII - HOLIDAYS AND PERSONAL DAYS	21
ARTICLE XIV - LONGEVITY	23
ARTICLE XV - SICK LEAVE	25
ARTICLE XVI - HOSPITALIZATION AND HEALTH INSURANCE	27
ARTICLE XVII - PAID AND UNPAID LEAVES OF ABSENCE	28
ARTICLE XVIII - SENIORITY	29
ARTICLE XIX - TERMINAL LEAVE	31
ARTICLE XX - EDUCATION	32
ARTICLE XXI - MILEAGE REIMBURSEMENT AND MOTOR POOL	33

ARTICLE XXII - CALL IN PAY	34
ARTICLE XXIII - CLOTHING AND TOOL ALLOWANCE	35
ARTICLE XXIV - SALARY	37
ARTICLE XXV - NO STRIKE	39
ARTICLE XXVI - PHYSICAL EXAMINATIONS OF EMPLOYEES	40
ARTICLE XXVII - STATE DISABILITY	42
ARTICLE XXVIII - GENERAL PROVISIONS	43
ARTICLE XXIX - SAVINGS CLAUSE	45
ARTICLE XXX - DURATION	47

ARTICLE I

PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J.S.A., 34.13A-5-1 etc.) of the State of New Jersey, as amended, to promote and ensure harmonious relations, cooperation, and understanding between the City and the employees, to prescribe the rights and duties of the City and the employees, to provide for the resolution of legitimate grievances, all in order that the public services shall be expedited and performed in the best interests of the people of Atlantic City, its employees and the City.

ARTICLE II

INTERPRETATION AND RECOGNITION

Section 1. It is the intention of the parties that this Agreement be construed in harmony with all applicable laws, the Statutes of the State of New Jersey, the Ordinances of the City of Atlantic City and the By-Laws of the Atlantic City White Collar Professional Association.

Section 2. The City recognizes the Atlantic City White Collar Professional Association as the exclusive negotiating agent and representative for all City Employees (including employees of the parking authority) and excluding policemen, firemen, craft and blue collar workers as defined under the P.E.R.C. decision in 1970. Excluded, also, are all supervisors as defined in the New Jersey Public Employer/Employee Relations Act. Section 3. The City agrees that the Union has the right to negotiate for the employees as to rates of pay, hours of work and fringe benefits, working conditions, procedures for adjustment of disputes and grievances, and all other related matters as contained in this Agreement.

Section 3. The parties to this Agreement acknowledge that its terms and conditions are subject to the statutory powers vested in the Director of the Division of Local Government Services as set forth in the Municipal Stabilization and Recovery Act, ("MSRA") codified at N.J.S.A. 52:27BBBB-1, et seq.

ARTICLE III

NON-DISCRIMINATION

Section 1. The City and the Union both recognize that there shall be no discrimination by reason of sex, creed, race, national origin, age or any other category identified under the New Jersey Law Against Discrimination or any other law or statute as far as employment is concerned or as far as any opportunities for promotions or as a condition of employment. The City further agrees that it will not interfere with or discriminate against any employee because of membership in or legitimate activities on behalf of the Union nor will the City encourage membership in any other association or Union or do anything to interfere with the exclusive representation of employees in the appropriate bargaining unit.

Section 2. Members of the Union acting in any official capacity whatsoever shall not be discriminated against for their acts as such officers of the Union, so long as such acts do not interfere with the conduct of the City's business, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE IV

EMPLOYEE REPRESENTATION

Section 1. The Union will notify the City as to the names of the stewards and accredited representatives. No more than one (1) steward and alternate are to be designated for each department. Representatives of the Union who are not employees of the City will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters.

Section 2. Any steward within the City shall be allowed to investigate grievances during working hours, but shall not disrupt work. Authorized agents of the Union shall have access to the City's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the department's working operation.

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

ARTICLE V

CHECK-OFF

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

Section 2. The Union agrees to indemnify, defend and hold and save the City harmless from any causes of action, demand, claim, suit, loss, damages or any other liability that shall arise out of by reason of action taken under this Article.

Section 3. ACWCPA Scholarship Fund

The City shall contribute at the rate of 0.50 cents (fifty cents) per pay per member to the Union Scholarship Fund. White collar employee will contribute at the rate of 0.50 cents (fifty cents) per pay per member to the Union Scholarship Fund, through payroll deduction.

ARTICLE VI

MANAGEMENT RIGHTS

Section 1. It is the right of the City to determine the standards of service to be offered by its agencies, determine the standards of selection for employment, direct its employees, take justifiable action, relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations, determine the methods, means and personnel by which its operations are to be conducted, determine the content of job classification, schedule the hours, take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The practical impact of the decision on the above matters is subject to the grievance procedure. Nothing in this Article shall alter or relieve the City of any of its obligations undertaken by this Agreement.

Section 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules and regulations and practices in furtherance thereof and the use of the judgment and discretion in connection herewith shall be limited only to the specific express terms of this Agreement and then only to the extent such specific and express terms are not inconsistent with the

Constitution and Laws of New Jersey and the United States, the rules of the Supreme Court of New Jersey, the directive of the Chief Justice of the Supreme Court of New Jersey and the directives of the Administrative Director of the Courts.

Nothing contained herein shall be construed to deny or restrict the funding agent of its powers, rights, authority, duties and responsibilities under any National, State, County or local laws or ordinances unless any such action to be taken by the funding agent shall be inconsistent with the Constitution of the State of New Jersey, the rules of the Supreme Court of the State of New Jersey, the directives of the Chief Justice of the Supreme Court of New Jersey, the directives of the Administrative Director of the Courts, or the directives of the Assignment Judge for the vicinage which includes Atlantic City in which event the provisions of the Constitution, Rules of the Supreme Court, Directives of the Chief Justice, Administrative Director of the Chief Justice, Administrative Director or Assignment Judge shall prevail.

ARTICLE VII

UNION MEETINGS

Any five (5) members of the Union who are elected or designated are authorized to attend an aggregate total of eighteen (18) sessions of conventions, seminars or similar meetings per year for the entire Association. The Union shall seek approval of the Business Administrator ten (10) business days prior to attending such conventions, seminars or similar meetings. Such attendance at conventions, seminars or similar meetings shall not incur overtime.

ARTICLE VIII

GRIEVANCE/DISCIPLINE PROCEDURE

A. DEFINITION

A grievance is any dispute between parties concerning the application or interpretation of this Agreement of any complaint by any employee as to any action or non-action taken toward their which violates any right arising out of their employment.

All grievances and disputes shall be handled in the manner provided by this Article. It is the intent of the parties to settle as quickly and informally as possible. All grievances involving judiciary employees shall comply with the rules, regulations and procedures of the Administrative Office of the Courts. The appeal of any minor disciplinary suspension time shall be subject to arbitration pursuant to this Article.

B. PROCEDURE

Step 1. Within ten (10) working days of the occurrence or knowledge of any grievance, the Union Steward may meet with the Immediate Supervisor and attempt to reach a satisfactory solution. The Immediate Supervisor shall issue a written response within three (3) working days after meeting. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

Step 2. Within ten (10) working days after receipt of the Step 1 response, the Union may submit the grievance in writing to the Department Head. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance. Within ten (10) working days after receipt of the Step 2 grievance, the parties shall meet in an endeavor to adjust the matter. The Department Head shall issue a written response within ten (10) working days after meeting.

Step 3. Within ten (10) working days after receipt of the Step 2 response, the Union may submit the grievance in writing to the Business Administrator or designee. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance. Within ten (10) working days after receipt of the Step 3 grievance, the parties shall meet in an endeavor to adjust the matter. The Business Administrator or designee shall issue a written response within ten (10) working days after meeting.

Step 4. Within ten (10) working days after receipt of the Step 3 response, the Union may submit the matter to an arbitrator. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance. If the Union submits the matter to arbitration, the Union shall notify the Public Employment Relations Commission that

it is moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the Union. If the City and the Union cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of the Agreement and such rules and regulations as may be in effect by the State of New Jersey which might be pertinent, and render their award in writing, which shall be final and binding, subject to MSRA. Any steward or officers of the Union required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

C. DISCIPLINE

Major Discipline: The appeal of a suspension of more than five (5) working days, demotion, or termination, is subject to appeal pursuant to Civil service Rules and Regulations. The Union shall have twenty (20) days from the date the Business Administrator's decision is served on the employee to initiate the appeal process.

Minor Discipline: The appeal of a formal written reprimand or a suspension or fine of five (5) working days or less, is subject to the grievance and arbitration procedure pursuant to this Article. The Union shall have ten (10) days from the date the disciplinary decision is served on the employee to initiate an appeal at Step 3. The Business Administrator has ten (10) days after receipt of the appeal to render a written decision. The Union shall have twenty (20) days from the date the Business Administrator's decision is served on the employee to initiate the Step 4 arbitration process. All notices of any disciplinary actions and warnings shall be sent to the Union.

D. TIME EXTENSIONS

Time extensions under the above grievance procedure clause may be mutually agreed upon by the City and the Union. Time limits will be strictly adhered to. If the Union fails to file a grievance in a timely manner, it shall be deemed untimely. If the Union fails to proceed to the next step in a timely manner, the grievance shall be deemed to have been resolved at the last step the grievance was processed. If the City fails to respond in a timely manner, the Union may proceed to the next step. The City agrees to use its best efforts to comply with grievance process time limits.

ARTICLE IX

PROMOTIONS

Section 1. An employee who is promoted shall receive the following increase in base pay:

- a. Six percent (6%) increase for a one-step promotion.
- b. Eight percent (8%) increase for a two-step promotion.

Section 2.

a. Effective upon adoption of the resolution by the Municipal Council on June 19, 2019, any towing employee hired after that date who obtains their CDL license will receive a \$500 increase in base salary. All current employees who hold a CDL license will retain their 6% salary increase.

b. Any Full-Time towing employee placed in charge of a shift, once the employee completes a minimum of five (5) consecutive business days of work performance in said higher classification, shall receive out-of-title pay at the rate of six percent (6%) for hours worked, retroactive to the first day of work in the higher classification.

Section 3. Any employee in a position for less than two (2) years as a result of promotion and/or title change who returns to their former title, whether by layoff, demotion, or other means, shall have their salary decreased by the exact dollar amount of the original increase.

ARTICLE X

BULLETIN BOARD

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

ARTICLE XI

SCHEDULE AND OVERTIME

Section 1. The work week shall consist of five consecutive work days, Monday through Friday from 9:00 a.m. to 4:30 p.m. with a $\frac{1}{2}$ hour for lunch. There shall be no split shifts.

Section 2. Employees who do not work Monday through Friday will continue to work their designated forty (40) hour work week schedules.

Section 3. Employees who are required to work beyond their 35 or 40 hour work schedule shall be compensated at the rate of time and one-half ($1\frac{1}{2}$). All hours worked 35 or 40 hours in one week, depending on the employee work schedule, shall be compensated at the rate of time and one-half ($1\frac{1}{2}$). Sick time shall not count toward the 35 or 40 hour threshold. Vacation, Holiday and Personal time shall count toward the 35 or 40 hour threshold.

Section 4. For employees whose normal hours are Monday through Friday, all hours on a Saturday or Sunday are at time and one-half ($1\frac{1}{2}$).

Section 5. All overtime, including holidays, shall be compensated at the rate of time and one-half ($1\frac{1}{2}$).

Section 6. Employees required to work on a holiday within their regular work schedule shall receive time and one-half

for all time worked on the holiday, plus holiday pay at straight time.

Section 7. Employees working on continuous shift operations shall be compensated at straight time for hours worked when other employees are granted time off due to emergencies such as snow.

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

Section 9. When authorized by the Department Head, persons working in a higher classification will be paid in the higher classification once the employee completes a minimum of three (3) consecutive business days of work performance in said higher classification. On the fourth (4th) day of work in the higher classification, payment will be made retroactive to the first day of work in the higher classification. Calculation of consecutive business days shall be used in good faith.

Judicial employees will have their time banks adjusted to compensate for their ten (10) hour schedules.

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

Section 10. Work schedules of judicial employees may be changed upon notice to the employees affected and the Union. Any such change shall be discussed with the Union in advance.

Section 11. Overtime shall be given by seniority and rotated within the division, except in an official State of Emergency declared by the Governor of the State of Jersey and the Mayor or Business Administrator. Whenever there is a declared State of Emergency in which all City facilities are closed and non-bargaining unit members receive a paid day off, bargaining unit members required to work shall receive their regular rate of pay for the hours worked on that day in addition to their regular days' pay.

ARTICLE XII

VACATION

Section 1. The following schedule shall apply to employees hired before January 1, 2019:

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

The following schedule shall apply to employees hired on or after January 1, 2019:

1 st year	12 days
2-8 years	15 days
9-14 years	17 days
15-20 years	19 days
21 years or more	21 days

Vacation time shall be converted to hours, not days.

Section 2. One year of vacation leave may be carried into the succeeding year. Vacation requests shall be scheduled in accordance with the Atlantic City Personnel and Policy Manual.

Vacation is awarded January 1 of each year. Employees will be obligated to pay back the City for days taken and not earned.

ARTICLE XIII

HOLIDAYS AND PERSONAL DAYS

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

New Year's Day	Columbus Day
President's Day	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Christmas Day	July 4 th
Dr. Martin L. King Day	Labor Day
Day after Thanksgiving	

Effective 2022, Juneteenth shall be added as a fourteenth paid holiday.

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

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

Section 4. All employees, including part-time employees in the unit may take three (3) personal days per year with pay upon 48-hour notice to their supervisor. The supervisor may waive the 48-hour notice. If an employee who is hired on

or after December 1st cannot, due to pressures of work, utilize their full allotment of personal days, then, at the employee's option, they may carry their days into the first ninety (90) days of the succeeding year only.

Personal time shall be converted to hours, not days.

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

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

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

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

ARTICLE XIV

LONGEVITY

The longevity dollar amount for all employees entitled to receive longevity as of January 1, 2019 will be frozen at the dollar amount earned as of that date. Moreover, longevity will not be increased based upon any promotion or any other salary increase received by the employee subsequent to January 1, 2019. After January 1, 2019, employees shall not be entitled to receive any increase in longevity dollar amounts as they continue their employment with the City. Additionally, employees represented by the Association who may achieve the appropriate years of continuous service with the City on or after January 1, 2019 shall not receive any longevity payments.

Longevity payments shall apply only to employees who were on the City payroll as of January 1, 2015 and have been continuously employed with the City through the date of full ratification and approval by the Union, the City and the Director of Local Government Services. Should any conflict arise between the parties on the payment of longevity, the language of this Article will control.

School Crossing Guards and recreation assistants shall be eligible for longevity on a pro-rated basis pursuant to this Article.

For those employees who are entitled to receive longevity in accordance with the provisions of this Article, longevity shall be paid as part of the regular pay.

ARTICLE XV

SICK LEAVE

Section 1. Any employee incurring any service or non-service connected sickness or disability shall receive sick leave with pay as prescribed in this Article.

Section 2. Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the City. Employees shall be eligible to use sick leave after thirty (30) days service with the City. Sick leave will be posted on January 1 of each year.

Section 3. Any employee who is employed for at least eighteen (18) months, who contracts a service or non-service connected serious illness or injury, may "borrow" from sick leave not yet earned up to a maximum of fifteen days provided that, should such employee not earn back the amount of time so advanced, the City shall have the right to establish a lien on the employee's wages, pension, or pursue other lawful remedies to recover the amount of leave advanced, but not earned.

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

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

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

Section 7. In the event of death, unused sick leave payment for an employee who was eligible for retirement shall be paid to the estate of the employee up to a maximum of \$15,000.

Section 8. If an employee needs to be tested for COVID because of exposure in the workplace, the employee shall not be charged time off for the testing.

Sick time shall be converted to hours, not days.

ARTICLE XVI

HOSPITALIZATION AND HEALTH INSURANCE

Section 1. Hospitalization and Health Insurance shall consist of: Prescription Plan, Dental Plan, Vision Plan. All eligible active employees and eligible dependents shall be provided NJ Direct 15 of the State Health Benefits Plan as the base hospitalization plan.

All employees shall contribute toward their health insurance in accordance with Tier Four of Ch. 78 P.L. 2011.

Section 2. The prescription co-pay is ten dollars (\$10.00) for generic prescriptions, and fifteen dollars (\$15.00) for brand-name prescriptions for the duration of this agreement.

The annual maximum for dental coverage shall be reduced to \$1,950. This change in dental benefits shall be implemented upon renewal of the contracts between the City and each carrier.

Section 3. Waiver of coverage payments shall be determined in accordance with N.J.S.A. 52:14-17.31a(b).

Section 4. The retirement health benefit costs to be borne by the retiree shall remain at twenty-five (25%) percent as currently provided. All eligible employees who retire and their dependents shall be provided NJ Direct 15 of the State Health Benefits Plan as the base hospitalization plan.

ARTICLE XVII

PAID AND UNPAID LEAVES OF ABSENCE

The City shall adhere to the provisions of the Atlantic City Personnel and Policy Manual regarding paid and unpaid leaves of absence.

ARTICLE XVIII

SENIORITY

Section 1. Definition

Seniority is defined as an employee's length of continuous service with the City since their last date of hire.

Section 2. Probationary Period

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

Section 3. Seniority Lists

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

Section 4. Break In Continuous Service

If an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from their record. However, an employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

Section 5. Layoff and Recall

Layoffs and recalls shall be implemented in accordance with the Atlantic City Personnel and Policy Manual.

Section 6. Transfer

a. Employees desiring to transfer to another position shall submit an application in writing to their supervisor. The application shall state the reason for the requested transfer.

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

Section 7. Anything dealing with seniority not in this Article shall be determined by New Jersey State Laws governing the subject.

Section 8. In all cases of promotions, demotions, layoff(s), recall(s), vacation schedules and where other similar situations are concerned, an employee with the greatest amount of seniority shall be given consideration provided the employee has the ability to perform the duties and responsibilities of the position.

ARTICLE XIX

TERMINAL LEAVE

Section 1. The parties acknowledge that, pursuant to the Municipal Stabilization and Recovery Act, the Director of the Division Local Government Services issued a directive dated October 18, 2018. It is further agreed that Director Walter's directive establishes the standard for terminal leave payments to retirees.

Section 2. Upon retirement, accumulated sick leave payout shall not exceed \$15,000 for all employees to the extent authorized by law.

ARTICLE XX

EDUCATION

Section 1. When the City mandates that an employee must attend a job related course, school, or maintain a certification, all expenses including travel, lodging and tuition must be paid in advance by the City.

Section 2. The one-time salary bonus for obtaining a degree listed below will be frozen after December 31, 2018. After December 31, 2018, current employees and employees hired after December 31, 2018 shall not receive any salary bonus for achieving a college degree.

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

Section 3. There shall be no retroactive application to this Article.

ARTICLE XXI

MILEAGE REIMBURSEMENT AND MOTOR POOL

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

ARTICLE XXII

CALL IN PAY

In the event there is a call back to work, employees shall receive a minimum of four (4) hours pay at time and one-half (1 ½) of the employee's regular base rate of pay, so long as the call back is not contiguous with the employee's regularly scheduled shift. The City shall have the right to keep the employee for the full four (4) hour minimum unless the City and the employee agree that the employee can be released early, at which time the four (4) hour minimum would not apply.

ARTICLE XXIII

CLOTHING AND TOOL ALLOWANCE

Section 1. All newly hired inspectors and enforcement officers in the following divisions shall be issued a uniform.

Mercantile
Code Enforcement
Construction
Parking Enforcement
Health
Public Works
Tow Lot

Thereafter, the City will provide employees with an annual clothing allowance of \$500.00.

Employees shall be responsible for maintenance of the uniforms.

Employees shall be responsible for reporting for work in the full required uniform in proper and clean condition. Failure to do so shall subject the employee to being sent home for the day without pay. Continued failure to do so shall subject the employee to disciplinary action.

Section 2. Tow lot employees shall receive a \$300.00 tool allowance per year.

Section 3. Newly hired School Crossing Guards will receive an initial clothing allowance of \$625.00. Thereafter, School Crossing Guards will receive an annual clothing allowance of \$250.00.

School Crossing Guards shall be responsible for maintenance of the uniforms.

School Crossing Guards shall be responsible for reporting for work in the full required uniform in proper and clean condition. Failure to do so shall subject the School Crossing Guards to being sent home for the day without pay. Continued failure to do so shall subject the School Crossing Guards to disciplinary action.

Section 4. Recreation employees shall receive a basic set of clothing (e.g. T-Shirt and sweatshirt and other items), if any, as agreed to by the Department Head.

Section 5. The annual clothing allowance shall be supplied during the first week of November in each year of this Agreement. Said allowance shall be prorated depending upon actual service during the calendar year.

ARTICLE XXIV

SALARY

Section 1.

a. Effective July 1, 2022, unless indicated otherwise, the starting salary for bargaining unit employees shall be thirty-one thousand two hundred dollars (\$31,200).

b. Effective July 1, 2022, all employees with a base salary under \$26,700 shall be increased to thirty-one thousand two hundred dollars (\$31,200).

c. Effective July 1, 2022, employees covered under this Agreement with a base salary of at least \$26,700 shall receive a four thousand five hundred dollar (\$4,500.00) increase.

d. Effective January 1, 2023, employees covered under this agreement shall receive a three thousand dollar (\$3,000.00) increase, pro-rated for part-time employees.

e. Effective January 1, 2024, employees covered under this Agreement will receive a two percent (2%) increase to their current base salary.

f. Effective January 1, 2025, employees covered under this Agreement will receive a two percent (2%) increase to their current base salary.

g. The starting salary for Registered Environmental Health Specialists shall be \$45,000.00; the starting salary for Senior Registered Environmental Health Specialists shall

be \$65,000.00; the starting salary for Principal Registered Environmental Health Specialists shall be \$75,000.00.

h. Part-time recreation employees shall be entitled to fifty percent (50%) of the above-referenced salary increases.

i. Crossing Guards shall be entitled to twenty-five percent (25%) of the above-referenced salary increases.

ARTICLE XXV

NO STRIKE

The Union assures and pledges to the City that its goals and purpose are such as to condone no strike by the public employees or work stoppages, slowdown, or any other such method which would interfere with service to the public or violate the constitution and laws of the State of New Jersey. The Union will not initiate such activities or advocate or encourage members of the unit to initiate the same nor support anyone acting contrary to this provision.

ARTICLE XXVI

PHYSICAL EXAMINATIONS OF EMPLOYEES

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

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

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

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

or demonstrate an inability to perform their job duties. The practical impact of the City requiring the above testing is subject to the grievance procedure.

ARTICLE XXVII

STATE DISABILITY

Section 1. If the bargaining units representing all employees of the City of Atlantic City agree to enter the State Disability Program, the City will take all steps for enrollment in same. The Unions understand that the City's position is all in or all out, and that the employees are responsible for required contribution. As of January 1 of each year, there shall be an opportunity to re-evaluate the issue of the State Disability Program.

ARTICLE XXVIII

GENERAL PROVISIONS

Section 1. The City will promote the concept of upward mobility and inhouse promotion, to the extent feasible under the Atlantic City Personnel and Policy Manual, by posting available job opportunities on bulletin boards, all bargaining unit and promotional job vacancies and to mail a copy of such posting to the Union. The City will interview qualified applicants for job vacancies. Also, notification of such title changes will be given to the Union.

Section 2. An employee has the right to access the City's official personnel file kept for the employee and all records as may be kept by the City or their agents, pertaining to the employee, and the City shall permit the employee to respond, in writing, to any documents in said file, within six (6) months of placement therein. The City agrees to provide the employee with one (1) copy of any document or instrument contained in said file upon the request of the employee.

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

Section 4. The Union shall be notified of all orientations scheduled for new employees. A representative

of the Union will be afforded the opportunity to talk briefly to the employees and to distribute a Union package.

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

ARTICLE XXIX

SAVINGS CLAUSE

Section 1. If any Article or Section of this Agreement or if any Supplement or Riders thereto should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplement or Riders thereof, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2. In the event any Article or Section is held invalid or enforcement of or compliance with which has been restrained; as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the City or the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated

written notice, either party shall be permitted all legal or economic recourse in support of its demand notwithstanding any provisions of this Agreement to the contrary.

24

ARTICLE XXX

DURATION

Section 1. This Agreement shall be effective on the first day of January 1, 2022 and shall remain in full force and effect until the 31st day of December 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, sixty (60) calendar days prior to the expiration date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) days from the date of notice.

Section 2. The rights of the individual employee shall remain in full force and effect, incorporating their employment status, seniority, longevity and any other job rights that they now enjoy. The contract will remain in full force and effect, including this clause, and shall continue even if the contract expires and until a new agreement is reached.

Section 3. In Witness Whereof, the City has caused this contract to be signed by its Mayor and attested by its City Clerk and the Seal of the City to be hereunto affixed and the Union has caused these present to be signed by its President and attested by its Secretary this July 15th day of July, 2022.

ATTEST:

CITY OF ATLANTIC CITY

By: Paula Geletei
Paula Geletei, City Clerk
8/22/2022

By: Marty Small, Sr.
Marty Small, Sr., Mayor

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

By: _____
Omar Nobles, President

By: Lamar Fisher
Lamar Fisher, Vice President

The within Agreement is approved as to form and execution.

By: Eileen Lindinger
Eileen Lindinger, Deputy
City Solicitor

Date: 7-15-2022

Resolution of the City of Atlantic City

No. 416

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

Factual contents certified to by

Deputy City Solicitor /s/ Eileen Lindinger

Business Administrator /s/ Anthony Swan

Prepared by City Solicitor's Office

Council Members SHABAZZ & MARSHALL present the following Resolution:

RESOLUTION TO APPROVE THE ATLANTIC CITY WHITE COLLAR PROFESSIONAL EMPLOYEES' ASSOCIATION LABOR CONTRACT WITH THE CITY OF ATLANTIC CITY

WHEREAS, the City of Atlantic City has been involved in collective bargaining with the **ATLANTIC CITY WHITE COLLAR PROFESSIONAL EMPLOYEES' ASSOCIATION**; and

WHEREAS, an agreement has been reached between the parties; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City that the Mayor is hereby authorized to execute and the City Clerk to attest the Agreement and any further memorialization and/or formalization of such Agreement between the City and the **ATLANTIC CITY WHITE COLLAR PROFESSIONAL EMPLOYEES' ASSOCIATION** for the years 2022, 2023, 2024, 2025.

BE IT FURTHER RESOLVED that the Agreement is subject to the Municipal Stabilization Recovery Act and the approval of the designee of the Director of the Division of Local Government Services.

cr August 18, 2022 9:14 AM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
DUNSTON	X						RANDOLPH	X					X
KURTZ	X						SHABAZZ	X					
MARSHALL	X						WEEKES	X					
MORSHED	X				X		ZIA	X					
							TIBBITT, PRESIDENT	X					
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

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

DATE OF ADOPTION: JULY 27, 2022

/s/ Paula Geletei, City Clerk