

A-636
CT

COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

CITY OF ATLANTIC CITY

**STATE OF NEW JERSEY,
DEPARTMENT OF COMMUNITY AFFAIRS,
DIVISION OF LOCAL GOVERNMENT SERVICES**

AND

**ALLIANCE OF ATLANTIC CITY SUPERVISORY
EMPLOYEES**

JANUARY 1, 2022 THROUGH DECEMBER 31, 2025

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

TABLE OF CONTENTS

Preamble

ARTICLE

I	- Purpose	4
II	- Interpretation	5
III	- Recognition	6
IV	- Grievance Procedure	7
V	- Check-Off	9
VI	- Employee Representation	10
VII	- Non-Discrimination	11
VIII	- Management Rights	12
IX	- Savings Clause	13
X	- Strikes	14
XI	- Bulletin Board	15
XII	- Union Meetings	16
XIII	- Work Schedule and Overtime	17
XIV	- Shift Differential	19
XV	- Health Insurance	20
XVI	- Unpaid Leaves	21
XVII	- Paid Leaves.....	22
XVIII	- Vacation	24

XIX	- Holidays	26
XX	- Continuation of benefits not covered by this Agreement	27
XXI	- Seniority	28
XXII	- Terminal Leave	30
XXIII	- Education	31
XXIV	- Longevity Payment	32
XXV	- Mileage	33
XXVI	- Clothing Allowance	34
XXVII	- Tool Allowance	35
XXVIII	- Licensed Employees	36
XXIX	- Salary	37
XXX	- Personal Days	38
XXXI	- Privatization	39
XXXII	- New Contract Negotiations	40
XXXIII	- General Provisions.....	41

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 service shall be expedited and performed in the best interests of the people of Atlantic City, its employees, and the City.

ARTICLE II

INTERPRETATION

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, and the Ordinances of the City of Atlantic City.

ARTICLE III

RECOGNITION

A. Pursuant to RO-2007-046, the City recognizes the Union as the exclusive bargaining representative for employees of this unit, excluding policemen, firemen, craft and blue collar workers, as defined under the P.E.R.C. decision in 1970.

B. The City agrees that the Union has the right to negotiate for employees within its unit as to rates of pay, hours of work, fringe benefits, working conditions, safety conditions, procedures for adjustment of disputes and grievances, and all other related matters as contained in this Agreement.

C. 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 IV

GRIEVANCE 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 them which violates any right arising out of their employment. All grievances 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.

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. 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. 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. 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 to 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 that may be in effect by the State of New Jersey, render their award in writing, which shall be subject to the Municipal Stabilization and Recovery Act, codified at N.J.S.A. 52:27BBBB-1, et seq. 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. Any witness reasonably required shall be made available during working hours without loss of pay, to dispose 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 New Jersey Civil Service rules and regulations.

Minor Discipline: The appeal of a formal written reprimand, suspension, or fine of five (5) working days or less is subject to the grievance and arbitration procedure pursuant to this Article. The employee shall have ten (10) days from the date the disciplinary decision is served 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 employee 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 copied and 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, at which the grievance was processed. If the City fails to respond in a timely manner, the Union may proceed to the next step, at its own discretion. The City agrees to use its best efforts to comply with grievance process time limits.

ARTICLE V

CHECK-OFF

A. The City agrees to 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.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the City written notice thirty (30) days prior to the effective date of such change, and shall furnish to the City deductions for each employee, or an official notification on the letterhead of the Union, and signed by the President of the Union advising of such changed deduction.

C. The Union agrees to indemnify, defend, 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 action taken under this Article.

ARTICLE VI

EMPLOYEE REPRESENTATION

A. The Union will notify the City as to the names of accredited representatives. No more than one (1) representative 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.

B. The Union representative 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. The Union President will have ten (10) hours per week available for which to conduct Union business.

ARTICLE VII

NON-DISCRIMINATION

A. The City and Union both recognize that there shall be no discrimination by reason of sex, creed, race, national origin, age, or other protected class, as far as employment, opportunities for promotions, or as a condition of employment. The City further agrees that it will not interfere with, nor discriminate against any employee because of membership in or legitimate activity on behalf of the Union, nor will the City encourage membership in any other association or Union; or do anything to interfere with the exclusive representation of the employees in the appropriate bargaining unit.

B. Members of the Union acting in any official capacity whatsoever shall not be discriminated against for their acts as such officer 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 VIII

MANAGEMENT RIGHTS

A. 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 classifications; schedule 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 procedures. Nothing in this Article shall alter or relieve the City or any of its obligations undertaken by this Agreement.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and use of the judgment and discretion in connection herewith, shall be limited only to the specific express terms of this Agreement; then only to the extent such specific and express terms hereof 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 other National, State, County, or local laws and 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 IX

SAVINGS CLAUSE

If any Article or Section of this Agreement or of any Supplement or Riders thereto should be held invalid by operation of law or by 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 Supplements 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.

In the event that any Article or Section is held invalid, or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments, by either the City or the Union, for the purpose of arriving at a mutually 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 demands, notwithstanding any provisions of this Agreement to the contrary.

ARTICLE X

NO STRIKE

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

ARTICLE XI

BULLETIN BOARD

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

ARTICLE XII

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 XIII

WORK SCHEDULE AND OVERTIME

A. The work schedule of the employees covered by this Agreement varies. Some employees work thirty-five (35) hours per week, and some work forty (40) hours per week.

B. For those employees who work thirty-five (35) hours per week, the work week shall remain as currently in effect, which is 8:30 a.m. to 4:00 p.m. or 9:00 a.m. to 4:30 p.m., with one-half (1/2) hour for lunch. There shall be no split shifts.

C. For those employees who work forty (40) hours per week, the regularly scheduled work week shall remain at forty (40) hours, five (5) consecutive days, except for employees in continuous operations not normally scheduled Monday through Friday. When necessary, the City may assign weekend duty to any employee, provided such employee(s) has been given a forty-eight (48) hour advance notice, except in a bona fide emergency.

D. 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 (1½). All hours worked after 35 or 40 hours in one week, depending on the employee work schedule, shall be compensated at the rate of time and one-half (1½). Sick time shall not count toward the 35 or 40 hour threshold. Vacation and personal time shall count toward the 35 or 40 hour threshold.

E. All overtime, including time worked on holidays, shall be compensated at the rate of time and one-half (1½).

F. Employees shall be compensated at straight time for hours worked when other employees are granted time off due to emergencies (such as snow), in addition to their regular days' pay.

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

H. 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 (1½) 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.

I. Any employee who is called during their non-regularly scheduled hours of work prior to Midnight (12 a.m.) and provides telephone assistance shall receive a minimum of one (1) hour pay, provided that the employee submits documentation detailing the work performed, and who requested same.

J. Any employee called between Midnight (12 a.m.) and 5:00 a.m. shall receive a minimum of two (2) hours pay, provided that the employee submits documentation detailing the work performed, and who requested same.

K. 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.

ARTICLE XIV

SHIFT DIFFERENTIAL

Employees working on continuous shift operations shall receive .75 cents per hour for second (2nd) shift work, and \$1.00 per hour for third (3rd) shift work.

ARTICLE XV

HEALTH INSURANCE

A. Hospitalization and Health Insurance shall consist of: Prescription Plan, Dental Plan, and 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.

B. Prescription co-pays will be increased to ten dollars (\$10) for generic, and fifteen dollars (\$15) co-pay for name brand for the duration of this Agreement.

C. 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.

D. The Union recognizes the City's right to elect the Provider on all health insurance benefits, and that there is to be no obligation on the part of the City to contribute any amount to the Union health and welfare plan.

E. 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 on or after January 1, 2019 and their eligible dependents shall be provided NJ Direct 15 of the State Health Benefits Plan as the base hospitalization plan.

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

Sick time shall be converted to hours, not days.

W.A.

ARTICLE XVIII
VACATION

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

Under 1 year	12 days
2 to 4 years	16 days
5 to 9 years	19 days
10 to 14 years	22 days
15 to 20 years	26 days
21 and above	31 days

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

1 st year	12 days
2 – 8 years	16 days
9 – 14 years	18 days
15 – 20 years	20 days
21 years or more	22 days

Vacation time shall be converted to hours, not days.

B. Vacation will be posted effective January 1 of each year. If an employee resigns, retires, or otherwise terminates employment prior to their anniversary date, said employee shall refund any extra vacation payment made by the earlier posting.

C. Employees may carry forward no more than one (1) year of vacation days, provided that employee provides City notice of employee's intent to carry forward vacation days by September 1st of the current year. In the event that the Employee changes that intent after

ARTICLE XVI

UNPAID LEAVES

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

ARTICLE XVII

PAID LEAVES

A. Time Off for Union Activities

The City agrees that two (2) members of the Union negotiating committee have the right to attend all sessions without the loss of pay. The Union shall notify the supervisors of those employees who will attend collective negotiations at least forty-eight (48) hours in advance.

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

C. 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 (15) days. This is 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. 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 6. 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.

September 1st of that year, the vacation request for that calendar year in lieu of the requested carry forward, and shall be subject to the City's approval.

Vacation requests shall be scheduled in accordance with the Atlantic City Personnel and Policy Manual.

ARTICLE XIX

HOLIDAYS

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

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
4th of July
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

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

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

ARTICLE XX

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

A. All conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to the City's Charter, Ordinances, Rules and Regulations Personnel Policy Manual.

B. The City agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE XXI

SENIORITY

A. Definition

Seniority is defined as an employee's length of continuous service with the employer since their last day of hire. For internal purposes, department seniority shall be controlling.

B. Probation Period

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

C. Seniority Lists

Every six (6) months the City 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 (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.

E. Lay Off and Recall

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

F. Transfers

1. Employees desiring to transfer to other positions shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.

2. 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.

G. Other

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

ARTICLE XXII

TERMINAL LEAVE

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.

Upon retirement, accumulated sick leave payout for all employees shall not exceed \$15,000.00, to the extent authorized by law.

ARTICLE XXIII

EDUCATION

Section 1.

(a) 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.

(b) 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.

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

(c) There shall be no retroactive application to this Article.

ARTICLE XXIV

LONGEVITY PAYMENT

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 Union 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. 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 XXV

MILEAGE

The City will reimburse the employees at the current New Jersey Office of Management and Budget rate for mileage for use of personal vehicle as required for City business use

ARTICLE XXVI

CLOTHING ALLOWANCE

All employees required to wear uniforms are eligible to receive annual clothing allowance in the amount of \$550.00.

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.

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.

ARTICLE XXVII

TOOL ALLOWANCE

The City will supply tools at its expense to all employees required to use them. If the City directs any employee to purchase tools, said employee will be reimbursed by the City upon presentation of proof of purchase. Any such tool(s) shall become the property of the City.

ARTICLE XXVIII

LICENSED EMPLOYEES

All licensed employees, including plumbing and electrical employees, shall receive, in addition to the base annual increase in salary mentioned in Article XXXII, a 5% increase in their annual base salary if, after employment by the City and after entering this bargaining unit, they have achieved all licenses and certifications that are necessary for their position and are required by the City and the State. In the event an employee has not achieved said license, the increase will commence upon the achievement of same.

Those employees who utilize and hold a valid Commercial Driver's License shall receive a 6% salary increase to their base rate of pay for any time in operation of an omnibus or other vehicle, if driving an omnibus or other CDL required vehicle is not part of their normal responsibility.

Anyone holding a state required trade license or Commercial Driver's License shall be entitled to an additional five hundred dollars (\$500.00) increase to their base salary.

ARTICLE XXIX

SALARY

Section 1.

- A. 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).
- B. 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.
- C. 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.
- D. Effective January 1, 2024, employees covered under this Agreement will receive a two percent (2%) increase to their current base salary.
- E. Effective January 1, 2025, employees covered under this Agreement will receive a two percent (2%) increase to their current base salary.

Section 2

- a. Any employee who is promoted shall receive a minimum base salary increase of six percent (6%), or the appropriate pay rate, whichever is greater.
- b. In the case of a demotion, an employee's pay shall be diminished by no more than the dollar amount of the original increase.

ARTICLE XXX

PERSONAL DAYS

Employees shall be entitled to three (3) personal days per year.

Personal time shall be converted to hours, not days.

ARTICLE XXXI
PRIVATIZATION

The Union shall receive thirty (30) days' notice of the employer's intent to bid for the privatization of bargaining unit work. The laws of the State of New Jersey shall be recognized in any consideration of privatizing public services.

ARTICLE XXXII

NEW CONTRACT NEGOTIATIONS

The parties agree that negotiations for a successor Agreement modifying, amending, or altering any of the terms and provisions of this Agreement shall commence in accordance with applicable law. The terms, conditions, and practices of the last year of this Agreement shall be continued forward; remaining in full force and effect until a successor agreement is negotiated and endorsed.

ARTICLE XXXIII

GENERAL PROVISIONS

A. When a job position opening becomes available, in this bargaining unit, the position shall be posted for ten (10) days on the Union bulletin board before a public posting is made.

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

C. Employees required to carry a cell phone or pager device for "on call" availability as of July 1, 2019 shall be grandfathered and continue to receive a nonpensionable stipend of fifty dollars (\$50.00) per week for such availability. Any employee who is required to carry a cell phone or pager device for "on call" availability after July 1, 2019, shall not be entitled to receive any stipend.

D. 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 its being placed therein. The City agrees to provide the employee with one (1) copy of any document or instrument contained in said file, upon the request of the employee.

E. 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.

F. The parties agree that, should all other applicable bargaining units choose to participate in the State Disability Program, this bargaining unit shall also participate.

ARTICLE XXXIV – DURATION

This Agreement shall be effective on the first day of January, 2022 and shall remain in full force and effect until the 31st day of December, 2025.

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, codified at N.J.S.A. 52:27BBBB-1, et seq.

IN WITNESS WHEREOF, the undersigned have affixed their signatures as the duly authorized legal representatives of the City and the Union on the 18 day of July 2022.

ATTEST:

CITY OF ATLANTIC CITY

Paula Geletei

Geletei, City Clerk

8/22/2022

Marty Small Sr.

By: Marty Small Sr., Mayor

By: Paula

Alliance of Atlantic City Supervisory Employees

William Akins

By: William Akins, President

The within Agreement is approved as to form and execution.

Eileen Lindinger

By: Eileen Lindinger, Assistant City Solicitor

Date:

Resolution of the City of Atlantic City

No. 418

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 ALLIANCE OF ATLANTIC CITY SUPERVISORY EMPLOYEES' LABOR CONTRACT WITH THE CITY OF ATLANTIC CITY

WHEREAS, the City of Atlantic City has been involved in collective bargaining with the **ALLIANCE OF ATLANTIC CITY SUPERVISORY EMPLOYEES**; 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 **ALLIANCE OF ATLANTIC CITY SUPERVISORY EMPLOYEES** 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 9:15 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