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CITY OF ATLANTIC CITY

CITY OF ATLANTIC CITY, N.J.

CONTRACT AGREEMENT

between

CITY OF ATLANTIC CITY, *City of*

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #68

JANUARY 1, 1982

to

DECEMBER 31, 1984



This Agreement entered into by the City of Atlantic City, hereinafter referred to as the "Employer," and Local #68, International Union of Operating Engineers, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of difference; and the establishment of rates of pay, hours of work and other conditions of employment.

1. RECOGNITION

1.1 The employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed under Appendix "A" attached hereto and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include. All provisions 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 Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, to the Treasurer of the Union and the list of the names of all employees for whom the deductions are made. The revocation of this authorization shall be in accordance with the provisions of applicable statutes as presently existing or as may be amended.

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 employer 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 change in the representation fee shall be made upon written notification to the employer.

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 employer shall cease deducting the representation fee and commence deducting the union dues beginning with the first paycheck to be issued ten (10) days after written notification of the change in status. Conversely, if during the course of the year the union member directs the employer to cease union dues deductions in a manner appropriate under the terms of this Agreement, the employer shall commence deduction of the representation fee with the first paycheck to be issued ten (10) days after written notification of the change in status. After deduction, representation fees shall be transmitted to the union in the same manner and in the same time as union dues.

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 employer shall deduct the undeducted balance of the representation fee from the non-member's last paycheck and transmit the fee to the union.)

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 bonafide 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 con-

require the approval of the Union before effecting the change.

3.3 Where the nature of the work involved requires continuous operations during the summer months, (June 15 to September 15th), on a seven-day per week basis employees to assigned will have their schedules arranged through a Labor Pool. No one but Labor Pool employees shall perform continuous shift operation work.

3.4 Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts in accordance with their seniority and qualifications. Such preference will be exercised only when vacancies occur or when for other reasons, changes in the number of employees per shift are being made.

3.5 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 on 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 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 sixth day.
- (C) all work performed after 40 hours in one week.

Double-time: All work performed on the 7th day shall be paid as double time.

(D) Excluding pumping station and water treatment plant.

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

5.4 Insurance: If permissible under the law, health benefit payments shall be paid by the City directly to South Jersey Health and Welfare for the employee and his family.

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.

6. SICK LEAVE WITH PAY

6.1 Ordinance 11 of 1942 and all Amendments.

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.

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 of the department head and the Employer be granted special leave of absence without pay for a period not to exceed six (6) months. Any employee seeking such special leave without pay shall submit his request, in writing, stating the reasons why, in his opinion, request should be granted the date when he desires leave to begin and the probable date of his return to duty.

(b) Any employee who is a member of the Union and is legally elevated to an official full time position in the parent Union shall be granted a leave of absence without pay, to attend to his official duties, for a period not exceeding one 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

Union Leave: Any five (5) members of the Union who are 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 Employer. 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 Contract. Such time shall be granted by the Commissioner or his Representative.

9. WORKMEN'S COMPENSATION

9.1 When an employee is injured on duty, he is to receive Workmen'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 workmen'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 Employer beginning with his original date of hire.

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

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

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

10.5 Except where New Jersey Civil Service statutes 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, an 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 Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	General Election Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Veterans' 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 one personal day during the year 1982 and 1983 for the reasons set forth below:

- A. Personal Emergency
- B. Legal Business
- C. Religious Observance

An additional personal day shall be granted for the reasons set forth above in 1984.

12. VACATION

12.1 Vacation schedule for all employees are as follows:

0 to 1 year.....	1 day per month up to 12 days
2 to 10 years.....	15 days
11 to 15 years.....	18 days
16 to 20 years.....	21 days
21 years or more.....	25 days

13. SAFETY AND HEALTH

13.1 The Employer and Union shall designate safety committee members. It shall be their joint responsibility to investigate unsafe and unhealthful conditions. The Union committee members shall consist of one member from each appropriate unit covered by this contract. It is understood that the Employer has the final responsibility to correct any breach of this clause. They shall meet quarterly as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee members representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the Employer'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 Employer.

13.2 TOOL AND CLOTHING ALLOWANCE

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 as of January 1, 1982.

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

14. EQUAL TREATMENT

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

17. WORK RULES

17.1 The Employer may establish reasonable and necessary rules of work and conduct for employees, subject to the terms of this Agreement. Such rules shall be equitably applied and enforced.

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 within five (5) working days after the Supervisor's response is due. The Superintendent shall meet with the Union Steward (or Union Grievance Committee and/or employees) and respond in writing to the Union within seven (7) working days.
- STEP 3. If the grievance still remains unadjusted, it shall be presented by the Union Steward (or Union Grievance Committee or employee) to the Commissioner and Labor Negotiator in writing within five (5) days after the response from the Superintendent is due. The Commissioner and/or Labor Negotiator 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 Commissioner and Labor Negotiator is due, by written notice to the Employer, 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 Employer 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 Employer 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 Employer and Union shall strike another name, etc., and the name remaining shall be the arbitrator. The Arbitrator shall restrict his inquiry to the standards established by the Agreement and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion,

of testimony and argument. Only his 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 born equally by the Employer and Union, however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays the record and makes copies available without charge to the other party and the arbitrator.

18.4 The Union will notify the Employer in writing of the names of its employees who are designated by the Union will be permitted to confer with 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 or consultation.

18.5 Agents of the Union who are not employees of the Employer, 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 Employer and the Union agree in conjunction with the grievance procedure each will give reasonable consideration to requests of the other party for meetings to discuss grievance pending at any step of the Grievance Procedure.

18.7 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 take a sincere attempt to notify the employee privately.

If the immediate Supervisor has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

The employer shall not discharge any employee without just cause.

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

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

19. GENERAL PROVISIONS

19.1 Bulletin boards will be made available by the Employer at each of the permanent work locations for the use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature.

19.2 It is agreed that representatives of the Employer and the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party which shall reflect the precise agenda of the meeting.

19.3 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.

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

19.5 There is to be established a Job Inequities Committee.

20. HEALTH AND WELFARE

20.1 All members of Local #68 shall be enrolled in a new Dental, Vision and Prescription Plan at the rate of \$35.00 per month, per employee as of January 1, 1982, at no cost to the employee. This is a family plan.

20.2 The City, if it desires, can become self-insured with the insurance plans, at no decrease in benefits, at no cost to employees.

LONGEVITY

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

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

This covers employees currently on the payroll. ✓

Anniversary Date for longevity payment shall be November 30th.

Longevity shall be paid in a lump sum payment between the first and second pay day in the month of December.

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

SALARY INCREASES --- 1982 - 1984

1. January 1, 1982, Employees on the payroll as of that date in all grades and all classifications shall receive a total wage increase of \$1,600 on their respective annual salaries for the year 1982.
2. January 1, 1983, Employees on the payroll as of that date in all grades and all classifications shall receive a total wage increase of \$1,700 on their respective annual salaries for the year 1983.
3. January 1, 1984, Employees on the payroll as of that date in all grades and all classifications shall receive a total wage increase of \$1,700 on their respective annual salaries for the year 1984.

21. TERMINATION

21.1 This Agreement shall be effective as of January 1, 1982 and remain in full force and effect until December 31, 1984. 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.

21.2 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.


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

21.4 The following schedule is the rates for those employees covered in this agreement for the year 1982, 1983 and 1984 inclusively:

	<u>1/1/82</u>	<u>1/1/83</u>	<u>1/1/84</u>
Chief Engineer	27,815.	29,515.	31,215
Assistant Chief	22,152.	23,852.	25,552.
Engineer	19,477.	21,177.	22,877.
Maintenance Engineer	19,477.	21,177.	22,877.


IN WITNESS WHEREOF, the undersigned have affixed their signatures as the duly authorized legal representative of the City and Local #68 on the 13th day of APRIL, 1982.

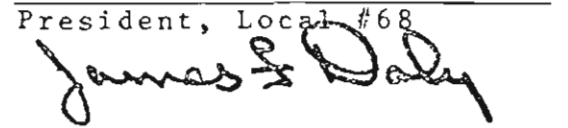
CITY OF ATLANTIC CITY


Commissioner Edmund J. Colanizi

UNION REPRESENTATIVE

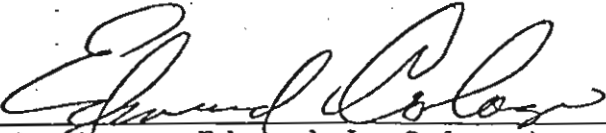

Business Manager


President, Local #68


Business Representative and
Recording Secretary

It is understood that the Public Employees 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.

For the City:


Commissioner Edmund J. Colanzi

For the Union:


Business Mgr. Local #68