

Resolution of the City of Atlantic City

No. 168

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

Factual contents certified to by

City Solicitor /s/ Braun D. Littlefield

Business Administrator /s/ Ronald Cash

Prepared by City Solicitor's Office

Council Member MARSH & SMALL presents the following Resolution:

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, as reflected in the attached **Memorandum of Agreement**;

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 attached Memorandum of Agreement and any further memorialization and/or formalization of such Memorandum of Agreement between the City and the **ATLANTIC CITY WHITE COLLAR PROFESSIONAL EMPLOYEES ASSOCIATION** for the years 2011, 2012, 2013 and 2014.

tc February 15, 2013 12:54 PM

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.
DELGADO	X						MOORE	X					
GILLIAM	X					X	RANDOLPH	X					
MALIK	X						SMALL	X				X	
MANCUSO	X						TIBBITT	X					
MARSH, 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: FEBRUARY 13, 2013

/s/ Rhonda Williams, City Clerk

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MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made and executed this 28 day of ~~January~~ February, 2013, by and between the City of Atlantic City (hereinafter referred to as the "City"), and the Atlantic City White Collar Professional Association (hereinafter referred to as the "Union") represents the full and final understanding between the Parties regarding the successor collective bargaining agreement to the current collective bargaining agreement which expired December 31, 2010.

1. Duration: January 1, 2011 through December 31, 2014.

2. Wages:

a. Effective January 1, 2011, all current employees shall receive a four percent (4.0%) wage increase. Two percent (2.0%) of said wage increase shall be added to employees' base salaries and shall be implemented retroactive to January 1, 2011. Two percent (2.0%) of said wage increase shall be added to employees' base salaries and shall be implemented retroactive to January 1, 2013.

b. Effective January 1, 2012, all current employees shall receive a four percent (4.0%) wage increase. Two percent (2.0%) of said wage increase shall be added to employees' base salaries and shall be implemented retroactive to January 1, 2012. Two percent (2.0%) of said wage increase shall be added to employees' base salaries and shall be implemented January 1, 2014.

c. There shall be no additional wage increase effective either January 1, 2013 or January 1, 2014 other than as enumerated in subparagraphs a and b above..

3. **Terminal Leave:**

The following language shall be added to this Article:

"Effective January 1, 2014, upon retirement employees shall be entitled to receive all accrued and unused sick leave in a lump sum payment. For all employees hired on or after January 1, 2000, the payment shall not exceed fifteen thousand (\$15,000.00) dollars. Employees shall have the option of taking the terminal leave payment over one, two or three years."

4. **Management Rights:**

Delete the first paragraph and subparagraphs 1-5 in Section 2.

5. **Grievance Procedure:**

a. In the opening paragraph add the following sentence:

"All grievances involving judiciary employees shall comply with the rules, regulations and procedures of the Administrative Office of the Courts."

b. Delete and replace with the following:

"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 discretion. The City agrees to use its best efforts to comply with grievance process time limits."

c. The "Judiciary Procedure" provision shall be deleted.

6. Promotions:

This Article will be modified to read as follows:

"A. An employee who is promoted shall receive an increase in base salary as follows:

1. If an employee received a one-step promotion, he or she shall receive a six (6.0%) percent increase in base salary upon initial promotion.

2. If an employee received a two-step promotion, he or she shall receive an eight (8.0%) percent increase in base salary upon initial promotion.

3. If the employee feels that the promotion deserves a salary increase more than is listed above, the Association can request a review by the Position Inequities Committee, whose decision will be final and binding with respect to any additional increase in base salary.

B. 1. Any towing employee whose assignment requires a CDL license shall receive a six (6.0%) percent salary increase upon the employee obtaining the CDL license.

2. Any towing employee placed in charge of a shift shall receive a title change and a six (6.0%) percent salary increase.

C. Any employee in a position for two (2) years as a result of a promotion and/or title change who goes back 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."

7. Unpaid Leaves:

Sections 3 and 4 shall be deleted and replaced with the following:

"Maternity and Paternity Leave will be granted in accordance with the Family Leave Act and/or the Family Medical Leave Act as implemented by City policy".

8. Paid Leaves:

Section 2 will be revised to read as follows:

"In the event of the death of a member of the employee's "immediate family" the employee shall be entitled to five (5) working days of paid leave. The "immediate family" shall include: wife, husband, children, parents, grandparents, sisters, brothers, brothers and sisters-in-law, mother and father-in-law and common law husbands and wives. Said paid leave is to be taken as five (5) consecutive working days, commencing on or between the day of death and the day of the funeral. In the event of death of all other relatives, the employee shall be entitled to one (1) working day of leave. Upon submission of proof, an additional two (2) working days of paid leave shall be granted if the funeral is out of State and at least two hundred and fifty (250) miles from the City of Atlantic City."

Section 4 shall be revised as follows:

"Military Service Leave will be granted in accordance with the Military Leave Act".

9. **Seniority:**

Sections 5 and 6 will be combined and revised to read as follows:

"Layoffs and recalls shall be implemented in accordance with Civil Service rules and regulations."

10. **Call-In Pay:**

This Article shall be revised to read as follows:

"In the event there is a call back to work, employees shall receive a minimum of four (4) hours pay at the rate of one and one-half times 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."

11. **Health Insurance:**

Effective January 1, 2014, employees who have opted out or chose to opt out of the City's health insurance and prescription plans shall have the option to remain in the City's dental and vision program.

This benefit shall be reviewed annually in the Fall. If the City determines that it does not at least break even (i.e. have no additional monies due under this provision), the City,

at its sole discretion, shall have the right to terminate this benefit.

12. **Uniform Allowance:**

a. Effective January 1, 2013, the uniform allowance for all eligible bargaining unit members shall be increased to five hundred (\$500.00) dollars.

b. Effective January 1, 2013, the uniform allowance for school crossing guards shall be increased to two hundred fifty (\$250.00) dollars.

c. Effective January 1, 2013, the uniform allowance for newly hired school crossing guards shall be increased to six hundred twenty-five (\$625.00) dollars, or the City will supply newly hired school crossing guards with an initial uniform.

13. **Blue Collar Negotiations:**

If the Blue Collar union receive a wage in years 2011 through 2014 in excess of the wages increases expressed in this Memorandum of Agreement, the Union shall have the right to reopen the contract with respect to wages.

All other contractual provisions not modified herein shall remain unchanged.

This Agreement is subject to ratification by the Union,
consent of the Mayor, and approval by City Council.

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

Betty Lewis
ATTEST

By: Virginia Darnell

CITY OF ATLANTIC CITY

Clonda Williams
ATTEST

By: [Signature]

Reviewed as to form:

By: St S Glick
Steven S. Glickman

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

THIS SUPPLEMENTAL MEMORANDUM OF AGREEMENT, made and executed this 28th day of February, 2013, by and between the City of Atlantic City (hereinafter referred to as the "City"), and the Atlantic City White Collar Professional Association (hereinafter referred to as the "Union") represents the understanding between the Parties regarding the implementation of the wage increase provision of the Memorandum of Agreement for the successor collective bargaining agreement to the current collective bargaining agreement which expired December 31, 2010.

1. Effective retroactive to January 1, 2011, all current employees who were employed or hired in 2011 shall receive a two percent (2.0%) wage increase or pro-rated increase, as appropriate.

2. Effective retroactive to January 1, 2012, all current employees who were employed or hired in 2012 shall receive a two percent (2.0%) wage increase or pro-rated increase, as appropriate.

3. Effective retroactive to January 1, 2013, all current employees who were employed or hired in 2013 shall receive a two percent (2.0%) wage increase or pro-rated increase, as appropriate.

4. Effective January 1, 2014, all current employees who are employed as of January 1, 2014 shall receive a two percent (2.0%) wage increase.

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

Betty J. Lewis
ATTEST

BY: Virginia Darral

CITY OF ATLANTIC CITY

Ronda Williams
ATTEST

BY: [Signature]

Reviewed as to form:

By: Steven S. Glickman
Steven S. Glickman