

**MEMORANDUM OF AGREEMENT BETWEEN  
ATLANTIC COUNTY AND AFSCME COUNCIL 71, LOCAL 3408**

**WHEREAS**, Atlantic County (“the County”) and the AFSCME Council 71, and its affiliated local - Local 3408 (herein referred to as “the Union”), collectively referred to as “the Parties”, have negotiated terms to modify certain terms of the Collective Negotiations Agreement (CBA) applying from January 1, 2007 through December 31, 2010, and to incorporate the remaining non-modified terms in a new Collective Negotiations Agreement.

**WHEREAS**, as a result of these negotiations, the Union and the County have reached an agreement on changes to the terms and conditions of the CBA to be included in a successor contract; and

**WHEREAS**, the Union and the County desire to reduce these terms and conditions of agreement to a written Memorandum of Agreement, the terms of which shall be included in a successor contract.

**NOW, THEREFORE**, the Union and the County agree to modify the 2007 – 2010 contract as follows:

1. **INCORPORATION.** The preamble clauses above are hereby incorporated into this section as if fully set forth herein.

2. **DURATION OF AGREEMENT.** The substantive changes to the “Duration and Termination” article (**currently Article 34 on page 65**) are as follows:

**Paragraph A of Article 34** shall be deleted and modified to reflect: “This Agreement shall be effective January 1, 2011 and shall remain in full force and effect until December 31, 2013.”

**Paragraph D of Article 34** shall be deleted and modified to reflect: “Negotiations for a successor contract shall begin no later than December 1 of the year this agreement expires.”

3. **SALARY.** The substantive changes to the “Wage Increase” article (**currently Article 23 on page 51**) are as follows:

a. **Article 23** shall be deleted in its entirety and replaced as follows:

“A. **2011 Salary** Effective and retroactive to January 1, 2011. \$725.00 increase to salary for employees making \$36,250 or less, and 2% increase to employee’s previous year’s salary if they make 36,251 or more.

B. **2012 Salary** Effective and retroactive to January 1, 2012. \$740.00 increase to salary for employees making \$37,000 or less, and 2% increase to employee's previous year's salary if they make \$37,001 or more.

C. **2013 Salary** Effective and retroactive to January 1, 2013. \$760.00 increase to salary for employees making \$38,000 or less, and 2% increase to employee's previous year's salary if they make \$38,001 or more.

D. Increases are effective January 1 of each year and any employee on board immediately prior to January 1 is entitled to receive the raise for the ensuing year.

E. Start salaries shall be changed in calendar years 2012 and 2013 in accordance with Appendix C annexed hereto."

b. **Appendix C (providing starting salaries) on page 69** of the current contract shall be deleted in its entirety and replaced as follows:

<b>"Grade</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
1	23,050	23,600	24,150
2	24,150	24,650	25,150
3	25,150	25,650	26,150
3A	26,150	26,650	27,150
4	27,150	27,900	28,650
5	28,650	29,650	30,650
6	36,410	36,410	36,410
6A	40,000	40,000	40,000"

c. For those employees being paid at a starting salary level, the increase to base salary in each year shall be applied after the starting salary is increased in accord with the change in starting salaries shown in Appendix C and agreed to herein.

4. **HEALTH BENEFITS.** The substantive changes to the "Health and Welfare" article (currently Article 26 on pages 54-56) are as follows:

a. **Paragraph A(1) of Article 26** shall be deleted in its entirety and replaced as follows:

“Employees and their eligible dependents shall be entitled to comprehensive medical/hospital and prescription coverage in accordance with any plans and provisions of the New Jersey State Health Benefits Plan (NJSHBP).”

- b. **Paragraph A(2) of Article 26** shall be deleted in its entirety and replaced as follows:

“2. As required by New Jersey Legislation S-2937 (Chapter 78, P.L. 2011) employees shall contribute 1.5% of their income or the statutorily mandated contribution based upon an employee’s salary and the percentage of premium contribution in each respective year of the schedule in S-2937, whichever is greater. The schedule in S-2937 requiring employee health benefits contributions is provided herein as Appendix A.”

- c. **Paragraphs A(5), A(6), A(8) and A(10) of Article XXVII** shall be modified as follows:

- i. **Paragraph A(5)** shall be deleted in its entirety and replaced as follows:

“EMPLOYEE, as used herein, means a bargaining unit member who works 25 or more hours per week. Eligible dependents for comprehensive medical, hospital, and prescription drug coverage under the New Jersey State Health Benefits Program are the employee’s spouse and/or children under age 26. Eligible dependents for optical and dental coverage are defined by the County’s provider contracts.”

- ii. **Paragraph A(6)** shall remain with the following sentence added to the end of the paragraph: “Contributions for post retirement health benefits shall be determined by New Jersey Legislation S-2937 (Chapter 78, P.L. 2011) including but not limited to provisions excluding certain employees from post retirement health benefits contributions.”

- iii. **Paragraph A(8)** shall be deleted and replaced as follows: “8. Part-time employees working less than 25 hours per week are not entitled to any health benefits. However, part-time employees working less than 25 hours per week but 20 or more hours per week who were employed as of May 20, 2010 shall continue to retain health benefits.”

- iv. **Paragraph A(10)** shall be deleted and replaced with the following sentence: “10. Opt-Out: The County hereby offers an insurance health benefits opt-out which will be provided in accordance with the law(s), rules and regulations of the State of New Jersey and the provisions set forth in the document entitled Atlantic County Health Benefits Program Coverage Waiver/Reinstatement available on Infoplease and from Human Resources.”

5. SICK LEAVE STIPEND. The substantive and editorial changes to the "Sick Leave" article (currently Article 10 on pages 27- 29) are as follows:

a. Paragraph (H) (currently page 29 of the CBA) is deleted in its entirety and replaced as follows:

"H. Sick Leave Stipend. Effective January 1, 2013 any employee utilizing less than thirty-six (36) hours (for 7 hour employees) or forty-one (41) hours (for 8 hour employees) of sick time (to include all uses of sick) in a calendar year, will receive an annual bonus in the amount of \$350. Use of FMLA sick leave shall count toward an employee's total use of sick hours in determining eligibility for the sick leave bonus. This annual bonus shall be applicable to full-time employees only and part-time, temporary or seasonal employees shall not be entitled to this annual bonus. Employees must be onboard for the entire calendar year and have no "W" time, or suspensions, or LAW(s) during the calendar year, except that no employee will be excluded from eligibility for having accumulated one hour or less per year of "W" time due to tardiness. The terms of the sick leave stipend under Article 10 in the previous 2007-2010 contract shall apply prior to calendar year 2013."

d. Paragraph (D) (on pages 27-28) shall be modified as follows, consistent with any reorganization of the contract that may occur:

Paragraph (D) is deleted in its entirety and replaced as follows: "Any employee covered under the terms of this Agreement who "retires" from COLMty service under the Public Employees Retirement System (PERS) shall be paid fifty percent (50%) of accrued sick leave, up to a maximum of \$15,000 gross wages. The definition of "retirement" is found in Article 26, Paragraph A(6) [reference may change upon reorganization of contract provisions]."

6. OVERTIME. The substantive changes to the "Overtime" article (currently Article 13 on pages 36-37) are as follows:

The sentence beginning on the 11<sup>th</sup> line of paragraph A (currently page 36 of the CBA) shall be deleted in its entirety and replaced as follows:

"Any employee who bids on an overtime assignment and then cancels with less than 48 hours notice and who does so on at least two occasions in a 90 day period shall have their name removed from the overtime seniority list for a period of 30 days and shall not be eligible to bid on or accept overtime during that 30 day time frame."

7. VACATIONS. The substantive changes to the "Vacations" article (currently Article 9 on pages 24-26) are as follows:

a. Delete paragraph E(1) (currently on page 24 of the CBA) in its entirety and replace it as follows: "1. Between January 1<sup>st</sup> to March 1<sup>st</sup> of each year vacation requests may be submitted for preferred vacation usage up to and including March of the following year. Responses to vacation requests shall be provided in writing within 10 days after March 1<sup>st</sup>. Vacations will be based on seniority during this time frame."

b. Add the following sentence to the end of paragraph E(2) (currently located on page 25 of the CBA): "All requests after March 1<sup>st</sup> shall be responded to within 10 days unless the request is based on an emergent situation." (Note this language is currently located at paragraph E(3) on page 25 of CBA).

c. Delete Paragraph E(3) in its entirety and replace it with the following: "Employees shall not request or be granted vacations in excess of 2 consecutive weeks during the months of July, August and December."

8. MISCELLANEOUS CHANGES. Language changes to various contract articles shall be as follows:

a. Article 2, paragraph D (currently page 4 of the CBA) shall be deleted in its entirety and replaced as follows:

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

b. Article 2, paragraph F (currently page 5 of the CBA) shall be deleted in its entirety and replaced as follows:

"F. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Union or the County in reliance upon official notification on the letterhead of the Union and signed by the President of the Council advising of such changed deduction."

c. Article 2, paragraph N (currently page 6 of the CBA) shall be deleted in its entirety and replaced as follows:

"N. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by action taken by the County in reliance upon salary deduction authorization cards or the Agency Shop assessment information as furnished by the Union to the County, or in reliance upon the official notification on the letterhead of the Union and signed by the Council President advising of any changed deduction."

d. **Article 3, paragraph B (currently page 7 of the CBA)** shall be deleted in its entirety and replaced as follows:

“B. Allegations of discrimination under this Article shall not be pursued through the grievance procedure set forth elsewhere in this Agreement, but through the appropriate administrative or judicial forum; i.e., Division of Civil Rights, E.E.O.C., etc.”

e. **Article 4, paragraph D (currently page 8 of the CBA)** shall be amended to delete the first sentence only and replace the first sentence as follows:

“The Employer will give release time with pay for a total of twenty-five (25) days a year in the aggregate for Union matters, which may be taken in increments of one (1) hour.”

f. **Article 7, paragraph A(2) (currently page 15 of the CBA)** shall be deleted in its entirety and replaced as follows:

“Nothing herein contained shall be construed as limiting the right of any employee or Union representative having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted.”

g. **Article 7, paragraph D, Step 1, Section (a) (currently page 16 of the CBA)** shall be deleted in its entirety and replaced as follows:

“Step 1.

(a) The grievant or the Union shall institute action under the provisions hereof in writing, signed and delivered to the appropriate Unit Head or authorized county representative within ten (10) working days of the occurrence complained of, or within ten (10) working days after he/she would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. If a grievance is initiated by an individual grievant **at this step**, the grievant shall be represented by an employee who is the shop steward or by a Union representative.”

h. **Article 7, paragraph D, Step 2, Section (a) (currently page 16 of the CBA)** shall be deleted in its entirety and replaced as follows:

“(a) In the event satisfactory settlement has not been reached, the grievant or the Union shall, in writing and signed, file his complaint with the Department Head within ten (10) working days following the determination at Step 1. The grievant may be represented by an employee who is the shop steward or a Union representative at this step.”

i. **Article 7, paragraph D, Step 3 Sections (a)-(c) (currently pages 17-18 of the CBA)** shall be deleted in their entirety and replaced as follows:

“ (a) Should the Union disagree with the decision of the Department Head, or his designee, the aggrieved may, within ten (10) working days, submit a statement, in writing and signed, as to the issues in dispute to the County Office of Personnel/Human Resources (or its equivalent Office). The Office of Personnel/Human Resources shall review the decision of the Department Head together with the disputed areas submitted by the Union. The Union representative may request an appearance before a designated representative of the County Office of Personnel/Human Resources. The representative will render his/her decision within eight (8) calendar days after receipt of the grievance or grievance meeting if one is held. Failure to render a decision within this time shall be considered a denial of the grievance. If the grievance is a non-contractual grievance, the decision of the representative shall be final.

(b) The grievance may be presented by the Local Union Officer or the International Union representative, or both. A minority organization shall not be present or process grievances.

(c) If a hearing is to be provided, it shall be scheduled within ten (10) working days, unless the parties mutually agree to an extension, and provided that the Union hand-deliver the third-step grievance to the Office of Personnel/Human Resources.”

j. **Article 7, paragraph D, Step 4, (currently pages 18-20 of the CBA)** shall be amended to change all references to the “NJ State Department of Personnel” to “the New Jersey Civil Service Commission”, and **Article 7, paragraph D, Step 4, paragraph (b) (currently page 18 of the CBA)** shall be deleted in its entirety and replaced with the following:

“(b) Nothing in this Agreement shall be construed as compelling AFSCME Council 71 to submit a grievance to arbitration or to represent an employee before the New Jersey State Civil Service Commission. AFSCME Council 71’s decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.”

k. **Article 7, paragraph c (currently page 18 of the CBA)** shall be deleted in its entirety and replaced as follows:

“The arbitrator shall be selected in accordance with the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission.”

l. **Article 7, paragraph k (currently page 20 of the CBA)** shall be deleted in its entirety and replaced as follows:

“(k) Grievance resolutions or decisions at Steps 1 through 3 shall not constitute a precedent in any arbitration or other proceedings unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.”

m. **Article 16, paragraph B (currently page 40 of the CBA)** shall be deleted in its entirety and replaced as follows:

“B. Each new employee will be given an employee handbook and afforded the opportunity of an orientation to assist him/her in the performance of his/her duties. Departmental policies issued during the term of this Agreement will be posted on the bulletin boards, and individually provided to employees. It is the responsibility of each employee to know the operational policies of the organization, and of management to train employees on policies and advise of updates. Provided initial training and updating of new policies occur, failure to know and understand these policies will not be considered valid reason for actions and/or omissions in violation of same.”

n. The last sentence of **Article 16, paragraph c (currently pages 40-41 of the CBA)** shall be deleted in its entirety and replaced as follows:

“However, the final selection will rest with the hiring/appointing authority in each of these instances.”

o. **Article 20, paragraph H (Article currently on pages 47-48 of the CBA)** shall be created and added as follows:

“H. In the event of a disciplinary hearing, the County and the Grievant and/or Union shall provide copies of the exhibits they intend to rely upon at the hearing respectively. Copies of exhibits to be relied upon shall be provided 5 days prior to the hearing date. If exhibits become available after 5 days prior to the hearing, both parties shall make every effort to afford the other party as much notice of the material as possible.”

p. **Article 28, paragraphs C, D, and E (currently pages 58-59 of the CBA)** shall be deleted in their entirety and replaced as follows:

“C. When an employee is physically prevented from traveling to work (when public transportation is not operating or when County vehicles are unable to transport the employee as a result of an Act of God, such as a snowstorm, or other extraordinary conditions), the employee shall be permitted to utilize administrative leave/vacation leave



rather than losing pay. If an employee has no remaining administrative leave or vacation leave, he/she shall be permitted to take an unpaid leave of absence and no "W" times will be assessed. Entitlement under this paragraph shall be at the discretion of the County and shall not be arbitrarily and unreasonably denied. However, if the County Executive declares the day a Countywide emergency day wherein all other employees receive pay, employees under this Agreement shall also be paid.

**D. Non-Essential Employees during a State of Emergency Banning Travel in Atlantic County.** In the event the State or the County Executive declare a state of emergency banning the public from traveling on the roadways of Atlantic County and preventing non-essential employees from working, such non-essential employees in the Union shall be paid as all other non-essential County employees who are prevented from going to work during the emergency ban on travel in Atlantic County. If non essential employees are required to remain at work during a state of emergency banning the public from traveling on the roadways of Atlantic County, such employees shall be paid in accord with the provisions for essential employees directly below.

**E. Essential Employees During a State of Emergency Banning Travel in Atlantic County.** In the event the State or the County Executive declare a state of emergency banning the public from traveling on the roadways of Atlantic County, essential employees required to go to work during a state of emergency banning travel on the roadways of Atlantic County, and essential employees at work who cannot leave during a state of emergency banning travel on the roadways of Atlantic County, shall receive an hour of comp time for each hour worked during the emergency ban on travel on the roadways of Atlantic County. Employees may also be entitled to payment of overtime should the employee in a given set of circumstances qualify for the payment of overtime."

9. The following language will be added to the Agreement as a new article:

"The parties will continue to work toward developing a six month pilot program designed for LPN scheduling to provide regular days off in the context of a every other weekend off schedule. Such a program will be developed by Union and Management . If mutually determined to be feasible, the parties will work together to implement a new scheduling system."

10. **SUBSTANTIVE CHANGES.** The changes provided above contain all substantive modifications to be made to the successor CBA between the Parties. All other language in the January 1, 2008 through December 31, 2011 agreement that is not affected by this document shall remain in the new agreement.

11. **MODIFICATION OF ALL TERMS INCONSISTENT WITH THIS MOA.** All other provisions in the January 1, 2007 – December 31, 2010 CBA that are inconsistent with the changes noted above shall be modified for consistency with the terms of this MOA in the resulting new CBA for January 1, 2011- December 31, 2013.

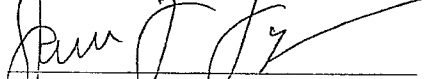
12. **WITHDRAWAL AND WAIVER OF TERMS NOT PROVIDED HEREIN.** All proposals and terms not provided in this MOA are hereby withdrawn and waived by the parties.

13. **REORGANIZATION/GROUPING OF ARTICLES.** In addition to the substantive modifications stated above, the articles in the new CBA (January 1, 2011 – December 31, 2013) shall be reorganized to group financial provisions in consecutive articles where practicable. Language in the previous CBA (January 1, 2007 – December 31, 2010) referencing reorganized articles shall be adjusted accordingly to reflect new article numbers and new page numbers.

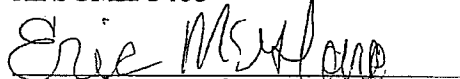
14. **PARTIES' GOOD FAITH TO FINALIZE CONTRACT.** The County acknowledges it will process retroactive payments resulting from this executed MOA as expeditiously as possible, and the Union agrees that it will execute the revised and reorganized CBA in an expeditious manner upon receipt.

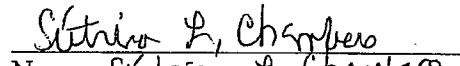
The Union and the County signify and acknowledge their agreement to the terms above by the signatures of their duly authorized representatives.

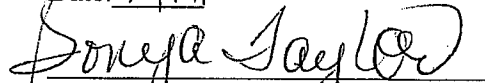
**COUNTY OF ATLANTIC**

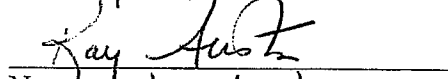
  
James F. Ferguson, County Counsel  
Date: 12/20/12

**AFSCME 3408**

  
Name: Eric Mellone  
Title: Union President  
Date: 12/14/12

  
Name: Suetrina L. Chambers  
Title: LPN  
Date: 12/14/12

  
Name: SONYA TAYLOR  
Title: CNA  
Date: 12/14/12

  
Name: Kay Austen  
Title:  
Date: 12/14/12