

A7613  
SH

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made and executed this \_\_\_ day of February, 2013, by and between the City of Atlantic City (hereinafter referred to as the "City"), and the International Brotherhood of Electrical Workers (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, 2011.

1. Duration: January 1, 2012 through December 31, 2014.

2. Wages:

a. 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, 2013.

b. 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. **Grievance Procedure:**

Add the following new Section:

"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."

5. **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".

6. **Paid Leaves:**

In Section 2, after the first sentence, add the following sentence:

"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."

Section 4 shall be revised as follows:

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

7. **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."

8. **Schedule and Overtime:**

Section 6 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 if the supervisor informs the employee he has work to assign to the employee beyond the reason for the call-in, 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."

10. **Hospitalization and Health Insurance:**

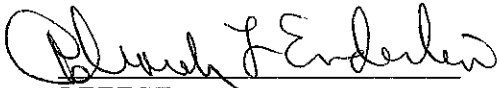
Effective January 1, 2014, employees who have opted out or chose to opt out of the City's health insurance and prescription plans shall have the option to remain in the City's dental and vision program.

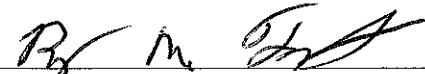
This benefit shall be reviewed annually in the Fall. If the City determines that it does not at least break even (i.e. have no additional monies due under this provision), the City, at its sole discretion, shall have the right to terminate this benefit.

All other contractual provisions not modified herein shall remain unchanged.

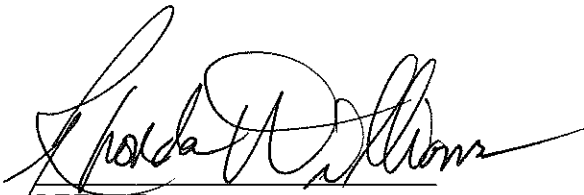
This Agreement is subject to ratification by the Union, consent of the Mayor, and approval by City Council.

I.B.E.W.

  
ATTEST

By: 

CITY OF ATLANTIC CITY

  
ATTEST Rhonda Williams  
City Clerk

By:   
Lorenzo T. Langford, Mayor

Date: 3-4-13

Reviewed as to form:

By:   
Steven S. Glickman, Esquire


**SUPPLEMENTAL MEMORANDUM OF AGREEMENT**


THIS SUPPLEMENTAL MEMORANDUM OF AGREEMENT, made and executed this \_\_\_ day of February, 2013, by and between the City of Atlantic City (hereinafter referred to as the "City"), and the International Brotherhood of Electrical Workers (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, 2011.

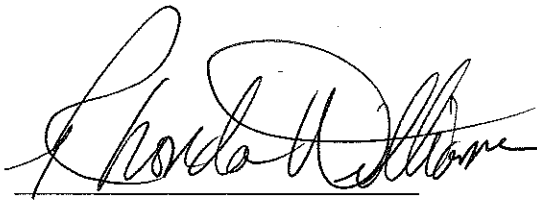
1. Effective retroactive to January 1, 2012, all current employees who were employed as of January 1, 2012 shall receive a two percent (2.0%) wage increase.

2. Effective retroactive to January 1, 2013, all current employees who were employed as of January 1, 2013 shall receive a two percent (2.0%) wage increase.


I.B.E.W.

  
ATTEST

By: 

  
ATTEST Rhonda Williams  
City Clerk

CITY OF ATLANTIC CITY

By:   
Lorenzo T. Langford, Mayor  
Date: 3-4-13

Reviewed as to form:

By:   
Steven S. Glickman, Esq.

# Resolution of the City of Atlantic City

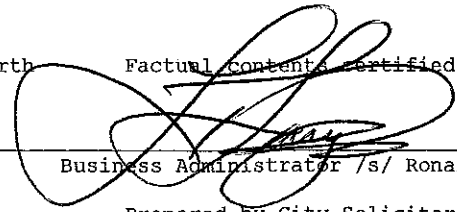
No. 217

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 SMALL & MARSH presents the following Resolution:

**WHEREAS**, the City of Atlantic City has been involved in collective bargaining with the International Brotherhood of Electrical Workers, Local Union #351; and

**WHEREAS**, an agreement has been reached between the parties, as reflected in the attached Memorandum of Agreement.

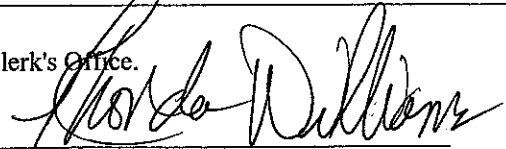
**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Atlantic City that the Mayor is hereby authorized to execute and the City Clerk to attest the attached Memorandum of Agreement and any further memorialization and/or formalization of such Memorandum of Agreement between the City and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, Local Union #351 for the term of three (3) calendar years beginning December 31, 2012 through December 31, 2014.

dle February 21, 2013 10:53 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.
DELGADO	/					/	MOORE	/					
GILLIAM	/						RANDOLPH	/					
MALIK	/			/			SMALL	/				/	
MANCUSO							TIBBITT	/					
							MARSH, PRESIDENT	/					
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 27, 2013



/s/ Rhonda Williams, City Clerk