

**MEMORANDUM OF AGREEMENT (MOA) BETWEEN ATLANTIC COUNTY AND FOP 112 – INDEPENDENT SUPERIOR OFFICERS OF ATLANTIC COUNTY (ISOAC).**

WHEREAS, Atlantic County (“the County”) and FOP 112 ISOAC (herein referred to as “FOP” or “the Union”), collectively referred to as “the Parties”, have negotiated terms to modify the current collective bargaining agreement (CBA) applying from January 1, 2011 through December 31, 2014; and

WHEREAS, as a result of 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 the 2011 - 2014 contract shall be modified consistent with the following:

1. PREAMBLE. The preamble section above is hereby incorporated by reference as if fully set forth herein;

2. DURATION. **Article 21, on pages 24-25 of the current agreement,** shall be amended as follows:

The first sentence shall be deleted in its entirety and replaced as follows “This Agreement shall be in full force and effect as of January 1, 2015, and shall remain in effect to and including December 31, 2018.”

3. SALARY.

**Employees entering the Union prior to March 15, 2015.** Employees entering the Union prior to March 15, 2015 shall be considered to be in the Tier 1 section of the salary guide below. Employees shall remain in the Tier 1 level of the guide whether they serve as Lieutenants or Captains, and if they are promoted to Captain.

**Employees Entering the Union on or after March 15, 2015.** Employees entering the Union on or after March 15, 2015 shall be considered to be in the Tier 2 section of the salary

guide below. Employees shall remain in the Tier 2 level of the guide whether they serve as Lieutenants or Captains, and if they are promoted to Captain.

Changes to salaries shall reflect 2 percent increases in salary per year for all current Employees. Lieutenant salaries shall also reflect and include the scheduled elimination of the clothing allowance presently in Article 8 on page 6 of the current CBA; the elimination of the lump sum payment of 10 holidays presently in Article 7.1 on page 5 of the current CBA; and the elimination of hazardous duty pay presently in Article 9.4 on page 7 of the current CBA. The elimination of these payments is fully detailed and set forth in the section immediately following this Salary Section.

**Article 9, entitled “Salary” on pages 6-7 of the current CBA shall be deleted in its entirety and replaced as follows:**

**“9 SALARY**

9.1 Lieutenants’ base annual salaries shall be:

	Tier 1	Tier 2
2015	\$97,858	\$90,047
2016	\$101,365	\$93,509
2017	\$104,793	\$100,803
2018	\$106,888	\$102,899

9.2 Captains’ base annual salaries shall be:

	Tier 1	Tier 2
2015	\$111,584	\$99,952
2016	\$113,816	\$103,795
2017	\$116,092	\$111,891
2018	\$118,414	\$114,218

9.3 The salary increase for 2015 shall be retroactive to January 1, 2015.”

4. ELIMINATION OF CERTAIN PAYMENTS. To address the scheduled elimination of the clothing allowance presently in Article 8 on page 6 of the current CBA; the elimination of the lump sum payment of 10 holidays presently in Article 7.1 on page 5 of the current CBA; and the elimination of hazardous duty pay presently in Article 9.4 on page 7 of the current CBA, the following modifications shall be made:

- i. **Article 8 on page 6 of the current CBA** shall be deleted in its entirety and replaced as follows:

“Effective prior to January 1, 2017, Lieutenants shall receive a clothing maintenance allowance of the net sum total pay of \$1,400 to be paid no later than November 15th of each year.

Effective January 1, 2017, there shall be no clothing allowance and the clothing allowance shall be deemed to be eliminated from this Agreement between the Parties.”

- ii. **Article 9.4 on page 7 of the current CBA** shall be deleted in its entirety and replaced as follows:

“Effective prior to January 1, 2016, Lieutenants shall receive the following net sum (paid on January 1st of each year) as hazardous duty pay for each year: \$1,550. This amount shall not be added to base salary.

Effective January 1, 2016 there shall be no hazardous duty payment for 2016 or in the future, and hazardous duty pay shall be deemed to be eliminated from this Agreement between the Parties.”

- iii. **Article 7.1 on page 5 of the current CBA** shall be deleted in its entirety and replaced as follows:

“Effective January 1, 2015, there shall be thirteen (13) paid holidays each year. The previous lump sum payment for the 10 holidays is eliminated. Compensation for the 10 holidays is now provided and included in the salary provisions set forth in Article 9 if this Agreement. The remaining three (3) holidays shall be celebrated on Thanksgiving Day, Christmas Day, and New Years Day.”

5. LONGEVITY. **Article 18, "Longevity", on pages 22-23 of the current CBA** shall be deleted in its entirety and replaced to reflect a thirty percent (30%) reduction in longevity payments to employees entering the union on or after March 15, 2015 as follows:

"18.1 The following longevity provisions will apply to all Employees covered by this Agreement. Longevity is defined as length of service with the Department and shall be paid in the net sum of total pay as follows and for each year.

18.2 **Employees entering the Union prior to March 15, 2015** shall receive longevity payments as follows:

Starting the 1st day of the 6th year through and including the last day of the 10th year: \$1,000;

Starting the 1st day of the 11th year through and including the last day of the 15<sup>th</sup> year: \$1,350;

Starting the 1st day of the 16th year through and including the last day of the 20th year: \$2,000;

Starting the 1st day of the 21st year thereafter: \$2,800.

**Employees entering the Union on or after March 15, 2015** shall receive longevity payments as follows:

Starting the 1st day of the 6th year through and including the last day of the 10th year: \$700;

Starting the 1st day of the 11th year through and including the last day of the 15<sup>th</sup> year: \$945;

Starting the 1st day of the 16th year through and including the last day of the 20th year: \$1,400;

Starting the 1st day of the 21st year thereafter: \$1,960.

18.3 Longevity pay shall be paid by established pay schedule or by the first pay period following the anniversary date, whichever comes first and is to be paid in a separate check."

6. HEALTH BENEFITS. **Article 13, "Insurance and Workers' Compensation", on pages 16-18 of the current CBA shall be deleted in its entirety and replaced with the following:**

**"A. Medical Insurance**

1. Employees and their eligible dependents shall be entitled to comprehensive medical and hospital coverage in accordance with the provisions of New Jersey State Health Benefits Program.

2. Prescription drug coverage shall be offered to all employees and their dependents in accordance with the free standing prescription plan offered by the New Jersey State Health Plan.

Employees shall comply with Chapter 78 P.L. 2011 which includes the cost share of medical and prescription plan costs. The schedule in Chapter 78 P.L. 2011 requiring employee health benefits contributions is provided herein as **Appendix A**. Employees shall not make plan contributions in addition to the statutorily mandated contributions noted above.

3. The employees and their dependents shall also be afforded optical and dental coverage through the County's own provider contracts.

4. 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 a document entitled Atlantic County Health Benefits Program Coverage Waiver/Reinstatement, available on Infoplease and from Human Resources.

5. EMPLOYEE, as used herein, means a bargaining unit member who works 25 hours or more 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 shall remain pursuant to the County's provider contracts.

**6. Health Benefits at Retirement**

An employee who retires shall be eligible for County paid health benefits for himself/herself and eligible dependents for three (3) years after retirement,

commencing with the employee's retirement date. Retirement is defined in accordance with N.J.S.A. 40A:10-23 as having 25 years or more of service credit in the State Pension Plan and a period of full time service of 25 years with Atlantic County at the time of retirement or upon reaching the age of 62 years or older and having had at least 15 years of service with Atlantic County. Health benefits coverage is defined as the coverage currently in force at the time of retirement and any changes to such coverage as may occur during the three year period of employer paid coverage. Retirees receiving County post-retirement health benefits shall pay a health insurance co-pay in accordance with Chapter 78, PL 2011 . Employee will be responsible for providing to the County proof of their monthly pension payment so the County can calculate a full year of pension salary. If employee does not provide the pension information, the County will bill on employee's salary at time of retirement. If employee does not continue to pay co-share, the County will stop the free benefits.

7. Leaves of Absence.

An employee's health benefits are protected when the employee is granted an unpaid leave of absence under any Family and Medical Leave Act. However, during this leave, the employee is required to continue to pay their health benefits cost share pursuant to Chapter 78, PL 2011.

Any employee who is on an authorized medical leave without pay or non-paid status must continue to pay their cost share towards their health benefits in accordance with Chapter 78, P.L. 2011. After three months of an approved unpaid medical leave of absence other than FMLA or FLA, employee will be responsible for paying the monthly premium costs. If payment is required but coverage is declined by the employee, coverage will terminate effective the first day of the non-pay status after the first three months. This will result in temporary suspension of benefits. Benefits are reinstated the day the employee returns to work.

8. Disability Pool.

The County shall maintain the current disability program with the following changes: 1. All claims shall be submitted to an independent M.D.

mutually agreed upon for evaluation and approval. 2. Employees are eligible to use the program while maintaining up to one year's sick and vacation time.

9. The County will offer employees and their families the opportunity for a temporary extension of health coverage, called continuation coverage, at group rates, in certain instances where coverage under the County plan would otherwise end. This is in accordance with federal law P.L. 99-272, Title X (COBRA)

10. Mental Health coverage shall be in accordance with all applicable laws.

**B. Workers' Compensation.**

1. If an employee of this unit is injured on duty during working hours, he/she will be entitled to Workers' Compensation benefits as set forth in N.J.S.A. 34:15 et seq.

2. Employees disabled or injured in the course of their employment shall receive the difference between their regular rate of pay and disability or worker's compensation payments that they receive for a period not to exceed one (1) year."

**7. OVERTIME.** Article 5, "Overtime", on pages 4-5 of the current CBA shall be amended as follows:

**Paragraph 5.1** shall be deleted in its entirety and replaced as follows:

"5.1 Captains shall not receive overtime and their use of flex time shall continue pursuant to Article 4 of this Agreement. This Overtime Article applies only to Lieutenants. Overtime will continue to be earned for hours worked beyond forty (40) hours in any work week."

**8. 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, 2011 through December 31, 2014 agreement that is not affected by this document shall remain in the new agreement.

9. MODIFICATION OF ALL TERMS INCONSISTENT WITH THIS MOA. All other provisions in the January 1, 2011 – December 31, 2014 CBA that are inconsistent with the substantive changes noted above shall be modified for consistency with the terms of this MOA in the resulting new CBA for January 1, 2015 - December 31, 2018.

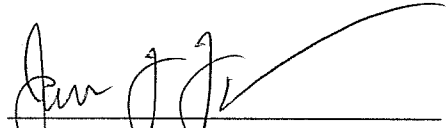
10. WITHDRAWAL AND WAIVER OF TERMS NOT PROVIDED HEREIN. All proposals and terms not provided in this MOA are hereby withdrawn and waived by the parties. This MOA supersedes previous negotiations, understandings, and written agreements on all topics addressed herein.

11. 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.


12. RATIFICATION. The Union hereby acknowledges they have ratified the terms in this Agreement and this Agreement is subject to approval (ratification) by the Atlantic County Board of Chosen Freeholders.


Subject to the ratification provisions set forth directly above, the Union and the County signify and acknowledge their agreement to the terms listed above by the signatures of their duly authorized representatives.

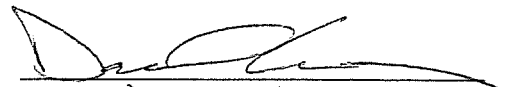
**COUNTY OF ATLANTIC**

  
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James F. Ferguson, County Counsel  
Date: 3/25/15

**FOP 112 - ISOAC**

  
\_\_\_\_\_  
Name: Charles Zimmerman  
Title: President  
Date: 3-20-15

  
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Name: Eric C. Matlock  
Title: Treasurer  
Date: 03/20/15

  
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Name: DAVID KELSEY  
Title: LIEUTENANT, FOP 112.  
Date: 3-20-15