

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

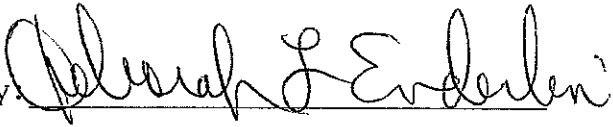
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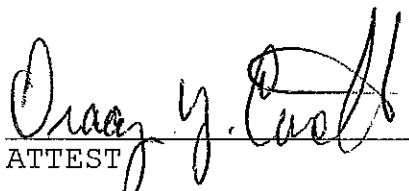
THIS SUPPLEMENTAL MEMORANDUM OF AGREEMENT, made and executed this ___ day of March, 2013, by and between the City of Atlantic City (hereinafter referred to as the "City"), and the Alliance of Atlantic City Supervisory Employees (hereinafter referred to as the "Alliance"), represents the understanding 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 or hired in 2012 shall receive a two percent (2.0%) wage increase or pro-rated increase, as appropriate.

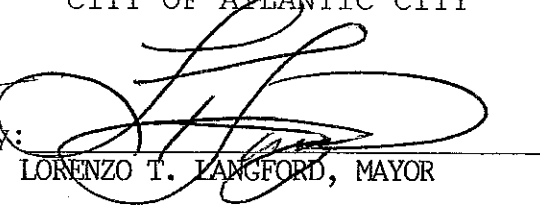
2. Effective retroactive to January 1, 2013, all current employees who were employed or hired in 2013 shall receive a two percent (2.0%) wage increase or pro-rated increase, as appropriate.

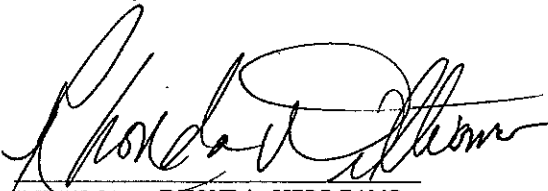
ALLIANCE OF ATLANTIC CITY
SUPERVISORY EMPLOYEES

BY: 


ATTEST

CITY OF ATLANTIC CITY

BY: 
LORENZO T. LANGFORD, MAYOR


ATTEST RHONDA WILLIAMS
CITY CLERK

Reviewed as to form:

By: 
Steven S. Glickman

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MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made and executed this ___ day of March, 2013, by and between the City of Atlantic City (hereinafter referred to as the "City"), and the Alliance of Atlantic City Supervisory Employees (hereinafter referred to as the "Alliance") 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. Salary: A. Delete this section and replace with the following:

"A.1. 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.

2. There shall be no additional wage increase effective either January 1, 2013 or January 1, 2014 other than as enumerated in subparagraph A1 above."

C. Delete this section in its entirety.

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: D. 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."

5. Compensation Committee:

This Article shall be retitled "Promotions" and will be modified to read as follows:

"A. 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.

B. 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.

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

7. Unpaid Leaves: Sections C and D 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 E will be revised 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, grandchildren, 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 for out of State travel over two hundred and fifty (250) miles."

Section G shall be revised as follows:

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

9. Seniority: The following paragraph shall be inserted at the beginning of Sections E and F:

"Layoffs and recalls shall be implemented in accordance with Civil Service rules and regulations. If, however, for any reason Civil Service rules and regulations shall no longer be applicable, the City will use the following procedure:

10. Health Insurance: Add the following sentence at the end of Section F:

"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.

11. General Provisions:

The following sentence shall be added to the end of Paragraph 4:

"All employees receiving this benefit are not eligible to receive compensation pursuant to Article XV, Paragraph M."

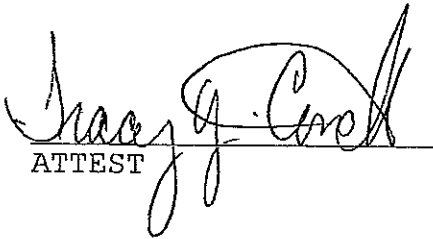
All other contractual provisions not modified herein shall remain unchanged.

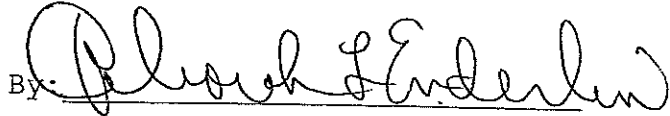
12. Blue Collar Negotiations:

If the Blue Collar union receives 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.

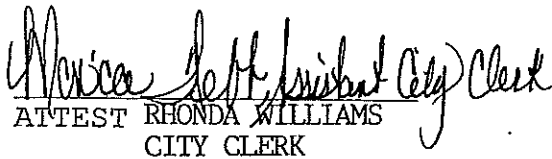
This Agreement is subject to ratification by the Union, consent of the Mayor, and approval by City Council.

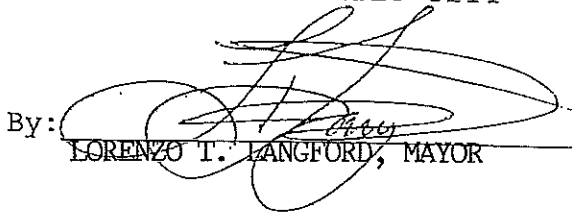
Alliance of Atlantic City
Supervisory Employees


ATTEST

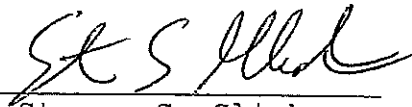
By: 

CITY OF ATLANTIC CITY


ATTEST RHONDA WILLIAMS
CITY CLERK

By: 
LORENZO T. LANGFORD, MAYOR

Reviewed as to form:

By: 
Steven S. Glickman

Resolution of the City of Atlantic City

No. 551

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

Factual contents certified to by

[Signature]
 City Solicitor /s/ ~~Braun D. Littlefield~~ IRVING B. JACOBY
 PVTY

[Signature]
 Business Administrator /s/ Ronald Cash

Prepared by City Solicitor's Office

RANDOLPH
 Council Member MARSH & presents the following Resolution:

WHEREAS, the City of Atlantic City has been involved in collective bargaining with the Alliance of Atlantic City Supervisory Employees (Supervisors' Union); and

WHEREAS, an agreement has been reached between the parties, as reflected in the attached Memorandum of Agreement for the duration of THREE (3) YEARS FROM JANUARY 1, 2012 TO DECEMBER 31, 2014;

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 Alliance of Atlantic City Supervisory Employees (Supervisors' Union).

dle June 18, 2013 12:17 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				/			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:

JUNE 26, 2013

[Signature]
 /s/ Rhonda Williams, City Clerk



SIDE LETTER OF AGREEMENT

The City and the Alliance of Atlantic City Supervisory Employees agree that the present level of retiree medical insurance premium contribution obligations required of the City under the parties' Collective Bargaining Agreement set to expire on December 31, 2014 shall extend to all eligible negotiations unit employees who retire effective January 1, 2015 and whose retirement is recognized by the Division of Pensions as effective and complete as of January 1, 2015.

For the City of Atlantic City

For the Alliance of Atlantic City Supervisory

Employees

[Handwritten signature]

Dated: *11/20/14*

[Handwritten signature]

Dated: *11/20/14*