

Memorandum of Agreement between the State of New Jersey and AFSCME New Jersey Council 63, American Federation of State, County and Municipal Employees, AFL-CIO

Whereas, the collective negotiation agreement between the State of New Jersey and the AFSCME New Jersey Council 63, f/k/a AFSCME Council No. 1, ("AFSCME") covering the employees in the Health, Care and Rehabilitation Service Unit expired on June 30, 2015; and

Whereas, the parties desire to settle litigation involving the payment clothing maintenance allowance, specifically a pending arbitration (OER #11787); and

Whereas, the parties' desire to enter into a successor collective negotiations agreement and to amicably resolve the pending arbitration (OER #11787) about clothing maintenance allowance;

Therefore, AFSCME and the State enter into the following Memorandum of Agreement ("MOA"):

- A. The term of this Agreement shall be July 1, 2015 through June 30, 2019, and shall cover employees in the Health, Care and Rehabilitation Service Unit ("employees").
- B. Economics
 1. Across-the-board increases
 - a. All employees on payroll as of the effective date of this MOA shall receive a 2% across-the-board increase to base salary effective the first full pay period after August 15, 2017. All employees on payroll as of June 30, 2018, shall receive a 2% across-the-board increase to base salary effective the first full pay period after July 1, 2018.
 - b. All steps and ranges in the State Compensation Plan shall be increased by the across-the-board increases set forth in paragraph a above on the effective dates of those increases.
 2. Increments
 - a. Normal increments shall be paid to all employees eligible for such increments within the policies of the State Compensation Plan during the term of this Agreement.
 - b. All employees on payroll as of the effective date of this MOA, who were eligible to receive increments between July 1, 2015 and the effective date of this MOA, shall receive the increments they would have received had increments been paid on their anniversary dates.

- c. Persons who retired between July 1, 2015 and the effective date of this MOA and who, during that period, were entitled to receive one or more increments, shall receive a lump sum payment of \$450.00 in lieu of the increment(s). This lump sum payment shall not be treated as pensionable income and shall not affect their retirement benefit.

3. Bonus for employees at maximum

All employees, who are on the payroll as of the date effective date of this MOA, who were hired prior to July 1, 2015, and who are not eligible to receive an increment between July 1, 2015 and the effective date of this MOA, shall receive a bonus of \$650.00. The prior sentence shall not apply to employees hired after July 1, 2015.

4. Clothing Maintenance Allowance ("CMA"):

- a. All employees who received CMA payments during the term of the parties' 2011-2015 Agreement shall receive CMA payments retroactive to July 1, 2015 and shall continue to receive CMA payments under this Agreement provided there is no substantial change in their duties or job title that would no longer qualify them to receive CMA payments under the criteria set forth in Article 10, Section B2 of the parties' 2011-2015 Agreement and provided they meet the service requirements in Article 10(B).
- b. Employees hired, promoted or transferred after July 1, 2015, or whose duties changed after July 1, 2015, and who satisfy the service requirements and the criteria set forth in Article 10, Section B2 of the parties' 2011-2015 Agreement shall be eligible to receive CMA payments during the term of this Agreement.

5. AFSW Clothing Maintenance Allowance Grievance

- a. To resolve the pending AFSW Levels 1-4 CMA arbitration (OER #11787) , the parties agree to the following, non-precedential settlement terms:
 - i. AFSCME will submit a letter of withdrawal of the pending arbitration (OER #11787) about the disputed CMA payments between July 1, 2011 and June 30, 2019 for the AFSW Level 1-4 employees.
 - ii. CMA payments will be made for the approximately 392 employees in dispute as part of the pending arbitration (OER #11787), as long as those individuals remain on payroll as of the effective date of this MOA and as long as those individuals meet the service requirements contained in Article 10, Section B(2)(c).

- iii. CMA payments for those grievants on payroll as of the effective date of this MOA shall be retroactive to July 1, 2015 and shall be made for each year of this agreement only.
- iv. The State and Department maintain their positions that the AFSW Levels 1-4 employees do not qualify for CMA payments under the terms of the agreement and have no future entitlement to CMA, and AFSCME maintains its position that AFSW Levels 1-4 do qualify for CMA payments under the terms of the agreement.
- v. AFSCME reserves the right to file a new arbitration on the eligibility of AFSW for the CMA, provided that any remedy would be prospective only for the period of time after June 30, 2019.
- vi. The parties agree that the settlement agreement of the pending arbitration (OER #11787) has no precedential value and may not be used for any purpose other than the enforcement of the terms of this MOA.

6. Eye care program (Article 32)

- a. The coverage under the Eye Care Program shall provide for a \$40.00 payment for regular prescription lens or \$45.00 for bifocal lens or more complex prescriptions. Included are all eligible full-time employees and their eligible dependents (spouse and unmarried children under 26 years of age). The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.
- b. Full-time employees and eligible dependents as defined above shall be eligible for a maximum payment of \$35.00 or the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.
- c. Each eligible employee and dependent may receive only one payment for examinations and one payment for glasses during the period from July 1, 2015 to June 30, 2017, and one payment for examinations and one payment for glasses during the period from July 1, 2017 to June 30, 2019. Proper affidavit and submission of receipts are required of the employee in order to receive payment.

- d. Upon submission of affidavits and receipts employees may obtain reimbursements under the Eye Care Program for the period of July 1, 2015 through June 30, 2017 and for the period of July 1, 2017 through June 30, 2019.
- e. The provisions of Sections (A) and (B) of this Article are for informational purposes only and are not subject to the contractual grievance/arbitration provisions of Article 7.

7. Appendix II


Add Assistant Family Service Workers as follows:

Range	Title Code	Title
H09	54248	Assistant Family Service Worker 1
H12	54249	Assistant Family Service Worker 2
H14	54250	Assistant Family Service Worker 3
H16	54251	Assistant Family Service Worker 4

- 8. The parties agree to the terms of the attached Side Letters.
 - 9. Upon signatures on this MOA , the State will take all necessary actions so that employees can be paid at the proper rate and receive all appropriate retroactive payments, including CMA and bonus payments, as quickly as possible.
 - 10. The employee's share for healthcare contributions shall not be deducted from any retroactive payments.
- C. Unless expressly modified by the terms of this MOA, all other provisions of the parties' 2011-2015 Agreement shall remain unchanged and shall be incorporated into the parties' July 1, 2015 through June 30, 2019 Agreement, except that the parties agree to make minor changes, such as dates, that may be necessary to conform the parties' 2011-2015 Agreement to the terms of this MOA.
- D. AFSCME agrees to withdraw, with prejudice, all litigation involving the clothing maintenance allowance, including all pending grievances or arbitrations, ULPs, if any, filed under the parties agreement or with PERC and any appeals related thereto. Pursuant to Article 44 of the parties' Agreement, if legislative action or rule modification is required to enact any provision of this Agreement, the parties shall jointly seek the enactment of such legislative action or rule modification.
- E. All other proposals submitted by either party during the course of these negotiations are deemed to be withdrawn.

F. This Memorandum of Agreement is subject to ratification by the AFSCME membership and approval by the Governor of the State of New Jersey.


On behalf of AFSCME



AFSCME NJ Executive Director

Dated: July 25, 2018
14370290v1(23492.004)

On behalf of the State of NJ

Gonnes C. C. C. Dep Dir


Dated: July 26, 2018