

MEMORANDUM OF AGREEMENT

THE ARC OF MONMOUTH

AND

FEDERATION OF NJARC STAFF

LOCAL 3782

AMERICAN FEDERATION OF TEACHERS

AFL-CIO

February 21, 2020

THE ARC OF MONMOUTH (the "Employer") and the FEDERATION OF NJARC STAFF, LOCAL 3782, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (the "Union") are parties to a contract in effect through March 31, 2020 which has been extended by the parties. The parties have engaged in good faith bargaining for a successor contract and have agreed to the following in full settlement of these negotiations and to resolve any and all issues and controversies between them, as reflected in this Memorandum of Agreement. Both parties agree as follows:

- A. **Ratification.** The agreements reflected herein are tentative and subject to ratification by both parties. The Negotiations Committees of both parties recommend this that this Memorandum of Agreement be ratified.
- B. **Terms of the Successor Contract.** Both parties agree to modify the terms of the expired collective bargaining agreement, as set forth below. Except as modified below, the terms of the expired agreement shall remain in full force and effect.

Article 7 #4 Union Rights - Revise language paragraph #4 - Upon advance request, except when an unforeseen issue comes up, the Union shall be provided a **maximum of thirty (30) minutes** time prior to the end of all scheduled staff meeting at work sites or in programs to address those Employees who desire to attend. Should such time extend beyond normal work hours, the Employer shall not be required to pay the Employees for such time.

Article 16 - Discipline and Discharge - revise language as follows:

1. Bargaining unit member may not be disciplined or terminated without just cause. Discipline shall be determined on a case-by-case basis taking into account the nature of the offense, the number of previous offenses, the length of service and the general employment record of the bargaining Unit member.
2. **Prior to being placed in the personnel file, bargaining unit members shall receive a copy of any disciplinary notice or memo. Upon request of the bargaining unit member, a copy of any and all disciplinary notices or memos shall be provided to the Federation representative.**
3. **Disciplinary records older than 36 months will not be considered with respect to future discipline.**

4. **If as a result of an investigation, a bargaining unit member who had been placed on suspension without pay was determined to be inappropriately disciplined, the bargaining unit member's pay shall be restored along with any and all accrued benefits.**

Article 33 - Paid Family Leave revise language - The employer will comply with the provisions of the New Paid Family Leave Law. Employees approved for Paid Family Leave will be required to exhaust the Paid Family Leave benefits concurrent with leaves under the FMLA and/or the New Jersey Family Leave Act, in situations in which the Paid Family Leave also qualifies under one of these acts. **Employees eligible to take a Paid Family Leave may elect to use 10 vacation days and/or personal and/or sick days available to them at the start of Paid Family Leave or however many such days they have available.**

Guidelines for Paid Family Leave, in accordance with the applicable law and regulations will be developed by the Employer and provided to the Union and shall be available upon request to Employees.

Article 44 - Holidays and Personal Leaves - 3. Scheduled Holidays

- a. All twelve (12) month Employees shall receive twelve (12) scheduled holidays including July Fourth and Labor Day for each year of this Agreement.

The Executive Director shall notify Employees of the holiday schedule for the period from July 1 through June 30 no later than June 1 of each year.

Employees must work the last scheduled work day or shift before the Holiday and the first scheduled work day or shift after the Holiday in order to be paid for the Holiday.

- b. Holidays falling on a Saturday are to be observed on a Friday and holidays falling on a Sunday are to be observed on a Monday, except in residential facilities where holidays will be observed on the day on which they fall.
- c. All personal days and holiday alternates must be taken during the anniversary year in which the Employee earns them.
- d. Residential Employees shall be paid time and a half for working on Easter Sunday..

Article 46 - Health and Life Insurance -

The Employer agrees to provide the following benefits:

1. **Group Life Insurance:** Any Employee working thirty-five (35) hours per week or more will be eligible for the group life insurance plan after four (4) months of employment at no cost to said Employee. The insurance coverage is one and one (1 ½) times annual earnings up to a total of Fifty Thousand Dollar (\$50,000) for Employees under age seventy (70) with the stipulation that 50% of the benefit is paid for an employee after age seventy (70).

Delete Current Section 2 in its entirety and replace with the following:

2. **All employees covered by this Agreement who are scheduled to work thirty (30) or more hours per week will be offered health insurance.**

The Employer will offer insurance provided by Omnia as soon as practical following ratification of the Agreement. The Employer reserves the right to change health insurance company at its sole discretion provided any change in health insurance company applies equally to union and non-union employees. The Union waives its right to bargain over any changes to the health insurance plan including employee co-pays. Employees are eligible for health insurance benefits no more than 90 days from day of hire.

3. **Dental Plan**

All Employees who are scheduled to work thirty (30) hours or more per week will be eligible for Dental Insurance on the 90th day following date of hire.

4. **Prescription Drugs:**

Employees who are scheduled to work thirty (30) hours or more per week will be eligible for Prescription coverage on the 90th day following date of hire.

Delete Section 6 Alternative Plans

1. **Article 52 - Duration**

Modify Section 1 to read as follows:

The foregoing agreement between the Employer and the Union shall continue in full force and effect until February 5, 2021, and shall be automatically renewed from year to year thereafter, unless at least sixty (60) days prior to

any expiration date either party desiring to terminate or modify this agreement shall so notify the other party in writing.

2. Guide Addendum:

Employees are to receive a \$.30 per hour increase to base salary effective in the first payroll date following ratification of this agreement.

The Longevity Bonus amounts set forth below will be added to employees' base wage rate as per schedule below for each full year of service and will be effective on the first of the month following ratification of the contract.

In subsequent years, the longevity bonus will be paid to base in the payroll period after the employee completes their next full year of service.

5 or more years of service up to 9 FULL years annually)	\$.12 per hour (\$250)
10 or more years of service up to 15 FULL years annually)	\$.17 per hour (\$350)
15 or more years of service up to 19 FULL years annually)	\$.24 per hour (\$500)
20 or more years of service up to 24 FULL years annually)	\$.30 per hour (\$625)
25 or more years of service up to 30 FULL years annually)	\$.36 per hour (\$750)
30 or more years of service annually)	\$.48 per hour (\$1000)

ALL OF THE ABOVE IS CONTINGENT ON A MOVE BY THE MEMBERSHIP AT RATIFICATION OF THE CONTRACT TO OMNIA HEALTH INSURANCE AND 2X MAIL ORDER PRESCRIPTION.

Effective on the date the contract is ratified, the reimbursement rate for mileage conducted on behalf of the Arc of Monmouth will be 100% of the IRS rate.

(Current IRS rate is \$.058/mile)

3. The Parties agree to establish a Labor/Management Committee, which will meet monthly or quarterly.

The parties acknowledge that the New Jersey Division of Developmental Disabilities ("DDD") may provide funding for additional compensation to employees who provide direct care to certain clients of the Employer. The Employer agrees to disburse any such funds received from the DDD in accordance with the requirements established by the DDD.

So agreed,

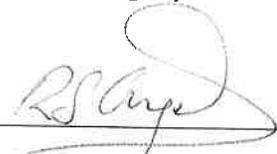
For the Union:



President Local 398A

Date: 2/21/2020

For the Employer:



ROBERT S. ANGEL

EXECUTIVE DIRECTOR

Date: 2/21/2020