

SUMMARY FORM

**COLLECTIVE BARGAINING AGREEMENT
PUBLIC SECTOR / NON-POLICE & NON-FIRE**

Section I: Agreement Details

Public Employer: City of Newark County: Essex
 Employee Organization: American Federation of State, County and Municipal Employees (AFL-CIO/Local 2297) Employees in Unit: 27
 Base Year Contract Term: 1/1/2008 12/31/2009 New Contract Term 1/1/2010 12/31/2014
 Type of Settlement: Mediated Settlement Fact-Finder Recommendation Voluntary Settlement Super Conciliation

Section II: Economic	Column A	Column B
	Base Year - Total Costs <i>(Last Year of Previous agreement)</i>	New Base Year - Total Costs <i>(First Year of Successor agreement)</i>
Item 1 Salary	\$1,387,460	\$1,387,460
Item 2 Increment	\$0	\$0
Item 3 Longevity	\$42,267	\$74,890
Item 4 Clothing Allowance	\$5,400	\$5,400
Item 5		
Item 6		
Item 7		
Item 8		
Item 9		
Item 10		
Item 11		
Item 12		
Any additional items list on separate sheet Additional Items		
Section III: Totals - Sum of costs in each column	\$1,435,127 (Total)	\$1,467,750 (Total)

Section IV: Analysis of new successor agreement

NEW AGREEMENT ANALYSIS

Total Base Year(previous agreement) \$1,435,127

Effective Date (m/d/yyyy)	1/1/2010	1/1/2011	1/1/2012	1/1/2013	1/1/2014
Percent Increase	0	0	0%	2%	2%
Total cost of increase ..	\$0	\$0			
Total base salary (successor agreement)	\$1,467,750	\$1,467,750	\$1,494,750	\$1,503,451	

Section V: Impact of Settlement - average annual increase over term of agreement

Percentage Impact (average per year over term of agreement) 0.99
 Dollar Impact (average per year over term of agreement) \$12,277.31

Section VI

Health Insurance (Indicate costs associated on each line)

	Base Year	Year 1			
Cost of Health Plan		\$61,018,753			
Employee Contributions		\$3,115,281			
Prescription		\$24,583,207			
Dental		\$2,689,636			
Vision					

The undersigned certifies that the foregoing figures are true and is aware that if any of the foregoing items are false, s/he is subject to punishment.

Section VII

Prepared by: Debra Tate Title: Budget Officer
 Print Name: _____
 Signature: _____ Date: 12/5/2012

Name	Empl ID	Title	Job Code	Acct Code	Union Code	Std Hours	Hrly RR	Full/Part	Lngv%	APL Base Sal	APL Longevity	APL Annual Sal
Britt, Mitchell E.	306612	SUPERVISOR, TRE	6482	111601605	BU002	40	22.38 F	0	0	46,734.00	-	46,734.00
Pagan, David	101420	General Spv- Tr	6818	111101107	BU002	40	31.24 F	8	6	65,239.00	6,523.90	71,762.90
Ramos, Benjamin	100747	Chief of Traffic	4840	111101107	BU002	40	32.57 F	14	8	68,025.00	9,523.50	77,548.50
Sanders, Kyrese R.	103887	Street Super	3803	111101107	BU002	40	21.84 F	4	4	45,619.00	1,824.76	47,443.76
Farrall, Rachelm	104071	Super of Public	3832	111101110	BU002	40	26.46 F	4	5	55,253.00	2,043.22	57,296.22
Maros, Louis	102456	SUPV. OF BUILDI	3987	111101110	BU002	35	30.63 F	0	0	55,972.00	-	55,972.00
Smith, Tulan A.	105361	SUPV. OF BUILDI	3987	111101110	BU002	35	27.06 F	0	0	49,450.00	-	49,450.00
Close, Spencer M.	105332	Spv- Sanitation	6448	111601604	BU002	40	21.84 F	0	0	45,619.00	-	45,619.00
Davis, Leroy F.	102978	Spv- Sanitation	6448	111601604	BU002	40	21.84 F	6	6	45,619.00	2,737.14	48,356.14
Francisco, John	100109	Sanitation Supe	3112	111601604	BU002	40	28.69 F	14	5	59,925.00	8,389.50	68,314.50
James, James H.	101427	Spv- Sanitation	6448	111601604	BU002	40	22.58 F	8	4	47,154.00	4,588.70	51,742.70
Jordan, Yusef R.	104618	Spv- Sanitation	6448	111601604	BU002	40	21.84 F	0	0	45,619.00	-	45,619.00
Lawson, Louis	102653	Sanitation Supe	3112	111601604	BU002	40	24.27 F	6	6	50,694.00	3,041.64	53,735.64
Leary, Nathan B.	102674	Spv- Sanitation	6448	111601604	BU002	40	22.58 F	6	4	47,154.00	2,829.24	49,983.24
McBride, Hason	103885	Spv- Sanitation	6448	111601604	BU002	40	21.84 F	4	4	45,619.00	1,824.76	47,443.76
Montalvo, Joaquin	102242	Sanitation Supe	3112	111601604	BU002	40	25.04 F	6	5	52,303.00	4,184.24	56,487.24
Muslim, Ali	103892	Municipal Parks	6775	111601604	BU002	40	32.56 F	4	4	67,994.00	2,719.76	70,713.76
Santos, Walter	100193	Sanitation Supe	3112	111601604	BU002	40	28.69 F	14	5	59,925.00	8,389.50	68,314.50
Snead, Ronald	101365	Sanitation Supe	3112	111601604	BU002	40	26.47 F	8	5	55,289.00	5,528.90	60,817.90
Dixon, Kristen A.	103924	Spv- Park	6698	111601605	BU002	40	17.93 F	4	3	37,453.00	1,498.12	38,951.12
Durant, Hakim	104085	General Spv- De	6911	111601607	BU002	40	24.67 F	4	5	51,523.00	2,060.92	53,583.92
Pirnix, Arnie J.	102648	General Spv- De	6911	111601607	BU002	40	28.79 F	6	4	60,129.00	3,607.74	63,736.74
Saleem, Hamid H.	103900	Spv Demolition	6910	111601607	BU002	40	20.98 F	4	4	43,807.00	1,752.28	45,559.28
Rosario, Jaime	102222	GENERAL SUPERVI	6659	377507501	BU002	40	23.3 F	6	6	48,654.00	3,738.72	52,392.72
Cleveland, Arthur C.	101606	Spv- Water	4266	377507502	BU002	40	22.38 F	8	8	46,734.00	3,738.72	50,472.72
Gosal, Divyeshgir R.	102423	Super of Water	3840	377507502	BU002	40	21.84 F	6	6	45,619.00	2,549.45	48,168.45
Hulbard, Kenneth F.	102547	Spv- Sewers	6702	388008003	BU002	40	21.23 F	6	6	44,335.00	2,660.10	46,995.10

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COLLECTIVE NEGOTIATIONS COUNTERPROPOSAL

Between the City of Newark
And
American Federation of State, County and Municipal Employees (AFL-CIO),
Local 2297 (Supervisors)

August 22, 2012

BU 002

This Collective Negotiations Counterproposal reflects changes proposed to the Collective Negotiations Agreement that expired on December 31, 2009. The City of Newark reserves the right to add, delete, modify or withdraw any of the proposals set forth below at any time, and/or present new proposals, unless otherwise agreed to by the City of Newark. Agreement on any individual provision is conditioned upon agreement as embodied within a full and final settlement to all issues in these negotiations.

ARTICLE VIII - WAGE SCHEDULE

The following sections shall be changed as follows:

Section A: Effective January 1, 2010, the base salary of all employees shall be increased by 0%.

Effective January 1, 2011, the 2010 base salary of all employees shall be increased by 0%.

Effective January 1, 2012, the base salary of all employees shall be increased by 0%. However, all eligible employees shall receive a one-time stipend of One Thousand dollars (\$1,000.00).¹

Effective January 1, 2013, the base salary of all employees shall be increased by 2%.

Effective January 1, 2014, the base salary of all employees shall be increased by 2%.

Section C: Shall be removed.

ARTICLE XXI - LONGEVITY PROGRAM

Section H: Longevity payments will be eliminated for any and all employees hired on or after 1/1/2013.

¹ Eligible employees are defined as those active employees who are on the payroll at the time that the disbursement is due.

*1m - 2012
2% - 2013
No clothing allowance
retro*

** 27,000*

ARTICLE XI- HEALTH INSURANCE AND DEATH BENEFIT INSURANCE

Insert at beginning of Article:

The provision of this Article shall be administered in accord with provisions P.L. 2011, Chapter 78, as presently provided.

Change Section A to delete Aetna Major Medical Plan and change Blue Cross/Blue Shield P.A.C.E. Medical/Surgical Program to Horizon Blue Cross/Blue Shield of New Jersey Traditional Plan.

Change Section A to include:

Effective June 1, 2009, the lifetime maximum coverage shall be increased from \$1,000,000 lifetime maximum to an unlimited lifetime maximum for active employees.

Section A.3 shall be amended as follows:

The last sentence in this section shall be amended to read as follows:

There is a voluntary incentive cash waiver program (Annual payment= to 10% of the employee's share of the premium for each year that he or she waives coverage). Proof of alternate coverage shall be required. In the event of divorce, or loss of alternate coverage, the employee who voluntarily waived his/her coverage will be allowed to re-enroll in the benefit plans effective the first day of the following month as currently administered and shall receive a pro-rata share of their employee premium for the remainder of that calendar year.

Additionally, the following changes will be made:

Delete references to Aetna Major Medical benefit. However, dependent benefits shall remain the same as those under the previous Aetna plan. Therefore, all eligible dependents shall be covered until 26, or as provided by law.

Add Section to read as follows:

For the purpose of this Memorandum of Agreement of the following definition will apply.

Retiree: An individual who has satisfied the retiree health benefit entitlement criteria in accordance with the contract or by health benefit entitlement established by Ordinance.

Effective June 1, 2008:

- All Medicare (Parts A and B) eligible retirees and their eligible dependents (legal spouse or eligible Civil Union partner) will be ineligible for the City's traditional retiree health plan offered by Horizon Blue Cross Blue Shield of New Jersey (hospitalization/med-surgical).
- All Medicare (Parts A and B) eligible/enrolled retirees and their eligible/enrolled spouse or Civil Union partner who are entitled to City funded retiree health benefits will be entitled to enroll in the contracted carrier provided Medicare retiree plan. The City agrees to assume the full employer billed cost of the carrier provided Medicare retiree plan for the eligibly enrolled population.
- The City will no longer provide a separate Medicare supplemental retiree health insurance plan for Medicare eligible retirees or their Medicare eligible dependents. The carrier provided Medicare retiree plan will be the sole employer sponsored retiree health benefit plan for all Medicare eligible retirees and their eligible spouse/Civil Union partners.
- The enrollment under the carrier provided Medicare retiree plan will be based on single member enrollment. Therefore, the eligible retiree and eligible spouse/Civil Union partner will be provided with separate enrollment under the carrier provided Medicare retiree plan.
- All confirmed Medicare ineligible (based on notification from Medicare indicating Part A benefit is not "premium free") retirees and their spouse/Civil Union partner will be entitled to the traditional retiree health plan noted in their union contract or by health benefit entitlement established by ordinance.
- Eligible retiree's entitlement under the carrier provided Medicare retiree plan will continue for the remainder of the retiree's life.
- All City sponsored health benefit coverage for the spouse, Civil Union partner and dependent children will cease immediately upon the retiree's death.
- Medicare eligible retirees that reside outside of the 50 States are ineligible to participate in the carrier provided Medicare retiree plan. Traditional retiree plan entitlement will continue for retirees, their spouses and eligible Civil Union partners that have permanent residence outside of the 50 States. They will receive benefit in accordance with the contract or by health benefit entitlement established by ordinance.

- Retirees and their eligible spouse that are at least age 65 but ineligible (based on notification from Medicare) for Medicare Part A or B must submit the original notification letter they received from Medicare to the City. These retirees will be ineligible to enroll in the carrier provided Medicare retiree plan and must remain in the traditional retiree plan, receiving benefit levels in accordance with the union contract or by health benefit entitlement established by ordinance.
- Traditional retiree plan entitlement will continue for dependent children of the Medicare eligible retiree. The benefit levels will be provided in accordance with the contract or by health benefit entitlement established by ordinance.
- Uninterrupted member enrollment in the carrier provided Medicare retiree plan is contingent upon timely Part A/B premium payments to Medicare which are made by the Medicare eligible retiree and spouse.
- If reenrollment in the carrier provided Medicare plan is required, the enrollment will be subject to the established enrollment periods provided for the City subscribers and their eligible dependents.
- The Medicare Part B reimbursement entitlement is contingent upon the entitlement reflected in the union contract or by health benefits entitlement established by ordinance.

ARTICLE XXVII- UNIFORMS

Shall be changed to read as follows:

The City agrees to provide uniforms for those active employees covered by Agreement who have been identified by their respective departments and are required to wear uniforms. The employee will be responsible for the cleaning and maintenance of each uniform.

Add Section to read as follows: 2011

- Section A: Effective January 1, 2012, all active employees required to wear a uniform will be entitled to a clothing allowance in the amount of \$200.00 per year. The City's practice concerning prorating of clothing allowance shall continue.
- Section B: Effective January 1, 2013, all active employees required to wear a uniform will be entitled to a clothing allowance in the amount of \$200.00 per year. The City's practice concerning prorating of clothing allowance shall continue.
- Section C: Effective January 1, 2014, all active employees required to wear a uniform will be entitled to a clothing allowance in the amount of \$200.00 per year. The City's practice concerning prorating of clothing allowance shall continue.

ARTICLE XXV- DURATION

Shall be changed to read as follows:

This Agreement shall be in full force and effect as of January 1, 2010, and shall remain in effect up to and including December 31, 2014, without any reopening date. The Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives written notice to the other, at least ninety (90) days prior to the expiration date of this Agreement of their desire to change, modify or terminate the Agreement.

Additional Terms

Upon execution of this MEMORANDUM OF AGREEMENT, in exchange for the various terms herein, THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFL-CIO), Local 2297 (SUPERVISORS), will withdraw any and all litigation, actions and/or proceedings that concern this agreement and/or reaching same, including, but not limited to any unfair labor practice charges relating to any/all temporary furlough appeals and any/all furlough and/or layoff appeals and/or insurance premium insurance challenges.

All other terms and conditions of the current agreement not addressed in this MEMORANDUM OF AGREEMENT shall remain in full force and effect until the execution of the revised collective negotiations agreement.

Any provisions that are no longer in effect and any and all language written in the Collective Bargaining Agreement that is a typographical error will be corrected in the final draft of the Agreement.


THIS MEMORANDUM OF AGREEMENT IS CONTINGENT UPON THE RATIFICATION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFL-CIO), Local 2297 (SUPERVISORS), AND APPROVAL OF THE NEWARK MUNICIPAL COUNCIL. ALL PROPOSALS ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE DEPARTMENT OF COMMUNITY AFFAIRS.

FOR THE CITY OF NEWARK

FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFL-CIO), LOCAL 2297 (SUPERVISORS)



JULIEN X. NEALS
Business Administrator



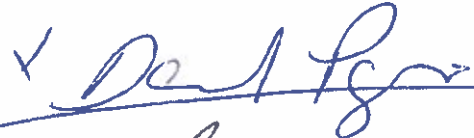

RONALD SNEAD
President



TERRY WOODROW, AFSCME COUNCIL 52

As to Legality and Form

8/24/12
Brendan G. Egan, Assistant
Law Department Corporation
Counsel

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