



ADDENDUM TO MEMORANDUM OF AGREEMENT

Between the City of Newark
And
Newark Council No. 21, Newark Chapter
New Jersey Civil Service Association (AFL-CIO)

April 20, 2012

THIS ADDENDUM ONLY MODIFIES PROVISIONS OF THE MEMORANDUM OF AGREEMENT ENTERED INTO ON APRIL 10, 2012, AS PROVIDED BELOW. ALL OTHER TERMS AND CONDITIONS AS PROVIDED IN THE MEMORANDUM OF AGREEMENT REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

ARTICLE VIII - COMPENSATION

Section D: The salaries for Traffic Control Officers shall be adjusted so that the minimum base salary is \$32,000.00 and the maximum base salary is \$38,502.72 effective January 1, 2012.

Additionally, it is agreed and understood that for Traffic Control Officers who in 2012 earned less than the minimum as provided for immediately above, shall have their salary brought to the minimum, and those employees who are currently above the minimum as provided for immediately above shall only receive the stipend as provided for elsewhere in this Article.

ARTICLE XI- HEALTH INSURANCE AND LIFE INSURANCE

Add Section F to read as follows:

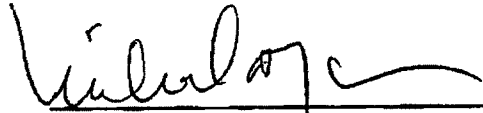
Effective January 1, 2013, all active employees covered under this Agreement shall make a ten dollar (\$10.00) per month contribution toward their retiree health benefits.

THIS ADDENDUM TO THE MEMORANDUM OF AGREEMENT IS CONTINGENT UPON THE RATIFICATION OF THE NEWARK COUNCIL NO. 21, NEWARK CHAPTER, NEW JERSEY CIVIL SERVICE ASSOCIATION (AFL-CIO), AND APPROVAL OF THE NEWARK MUNICIPAL COUNCIL. ALL PROPOSALS ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS.

FOR THE CITY OF NEWARK

FOR THE NEWARK COUNCIL NO. 21,
NEWARK CHAPTER, NEW JERSEY CIVIL SERVICE
ASSOCIATION (AFL-CIO)

JULIEN X. NEALS
Business Administrator



MICHAEL A. JAMES
President

Fox And Fox, LLP

BY: 

As to Legality and Form

Law Department



MEMORANDUM OF AGREEMENT

Between the City of Newark
And
Newark Council No. 21, Newark Chapter
New Jersey Civil Service Association (AFL-CIO)

April 10, 2012

ARTICLE VI - Work Week

Between Sections A & B, add language referencing 37.5 hour employee:

Those Employees covered by this Agreement who have a thirty-seven and a half (37.5) hour work week shall work seven and a half (7.5) hours per day exclusive of the lunch period.

Section D: To be eliminated.

ARTICLE VIII - COMPENSATION

The following sections shall be changed as follows:

Section A: Effective January 1, 2009, the base salary of all employees shall be increased by 0%.

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

Effective January 1, 2011, the 2011 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 five hundred (\$500) ¹. However, in lieu of the \$500 one-time stipend, those employees currently being paid on the (a) scale will be elevated to the (b) scale and the (a) scale will be eliminated.

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

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

Effective January 1, 2014, the base salary of all employees shall be increased by 2%, inclusive of salaries and increments and in a manner consistent with the provisions Governor Chris Christie's "Tool Kit" Reform Legislation and related enactments and amendments.

In addition to the above, the City agrees to pay Newark Council 21 one lump sum payment in the amount as scheduled immediately below herein, and which amount Newark Council 21 will distribute amongst its membership as it finds and deems appropriate:

- a. \$325,000 is due in 2012.

Section C: To be eliminated.

Section D: To be eliminated.

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

Section G: Change Police Guard to Police Aide.

Section H: To be eliminated.

ARTICLE XI- HEALTH INSURANCE AND LIFE 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.

Additionally, in Section A 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 19/23, or as otherwise provided by law.

Add Section F to read as follows:

Effective January 1, 2010, all active employees covered under this Agreement shall make a ten dollar (\$10.00) per month contribution toward their retiree health benefits.

Add Section G 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 XV – PERSONAL AND BEREAVEMENT LEAVE

Amend the article to read:

Employees covered by this Agreement shall be entitled up to a maximum of three (3) bereavement days per calendar year upon the death of the employee's parents, grandparents, step-parents, siblings, spouse, civil union partner or children. Additional bereavement leave is chargeable to sick leave pursuant to Article XII. Proof of loss will be required.

ARTICLE XIX – EMPLOYEE PERFORMANCE

The following Sections shall be eliminated: D, E, & F.

ARTICLE XXVII – DURATION

Section A shall be changed to read as follows:

This Agreement shall be in full force and effect as of January 1, 2009, and shall remain in effect up to and including December 31, 2014.

Additional Terms

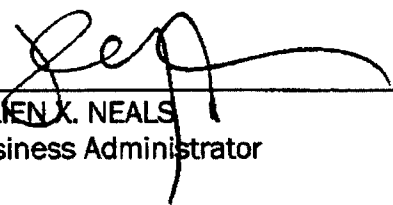
Upon execution of this MEMORANDUM OF AGREEMENT, in exchange for the various terms herein, Newark Council No. 21, Newark Chapter, New Jersey Civil Service Association (AFL-CIO), will withdraw any and all litigations, actions and/or proceeding that concern this agreement and/or reaching same, including, but not limited to any unfair labor practice charges relating to any/all temporary furlough appeals, and “30 Day Rule” violations.

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.

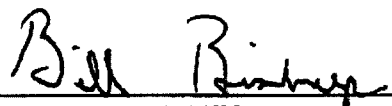
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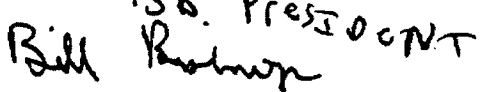
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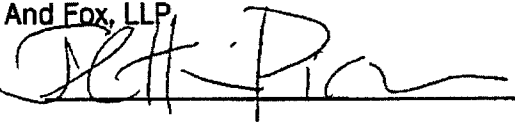
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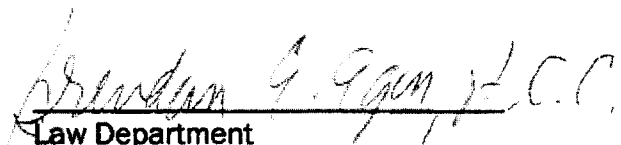
JULIEN X. NEALS
Business Administrator



MICHAEL A. JAMES
President
Bo. President


Fox And Fox, LLP
BY: 

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Law Department

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