

Resolution of the City of Newark, N.J.

MAY 15 2019

NO. 7R1-C

Date of Adoption _____

Title Page

Dept/ Agency: Administration/Division of Personnel

Action: Ratifying Authorizing Amending

Type of Service: Labor Agreement

Purpose: Execution of Labor Agreement

Entity Name: JNESO Public Health Nurses - District Council 1, IUOE/AFL-CIO

Entity Address: 1225 Livingston Avenue, North Brunswick, New Jersey 08902

Project Fiscal Impact: \$12,983.07 (Average cost per year over the Term of the Labor Agreement)

Contract Period: January 1, 2016 through December 31, 2018

Contract Basis: Bid State Vendor Prof. Ser. EUS

Fair & Open No Reportable Contributions RFP RFQ

Private Sale Grant Sub-recipient n/a

Additional Information:

The projected fiscal impact amount of \$12,983.07 (average cost per year over the Term of the Labor Agreement) for a projected total amount of \$38,949.22.

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

Factual contents certified by

Corporation Counsel

Title

Council Member _____ presents the following Resolution:



MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF NEWARK

And

JNESO, District Council 1, IUOE/AFL-CIO (Newark Public Health Nurses)

The negotiation committees of the City of Newark ("City") JNESO, District Council 1, IUOE/AFL-CIO ("JNESO") hereby agree to resolve the negotiations between the parties by recommending the following terms and conditions to the full union membership and to the Municipal Council for ratification.

All terms and conditions of the existing contract that are not modified by those contained in this Memorandum of Agreement shall remain in full force and effect.

This Memorandum of Agreement shall be subject to ratification by the majority of the union membership and the Newark Municipal Council. The negotiations committees shall recommend the ratification of this Memorandum of Agreement to their respective constituents.

Upon ratification by both parties, the following terms and conditions contained in this Memorandum and all tentative agreements previously agreed to by the parties during these negotiations shall be incorporated into a successor collective negotiations agreement.

Any provisions that are no longer in effect and any and all language in the expired Collective Negotiations Agreement that is a typographical or grammatical error will be corrected in the final draft of the successor collective agreement.

PREAMBLE

Amend current language to provide effective 1st day of January, 2016.

ARTICLE IV - GRIEVANCE PROCEDURE

Condense Steps One and Two of the Grievance Procedure to designate the Director of Public Health Nursing as the official to whom the grievance shall be submitted at Step One of the Grievance Procedure.

New Step Two: If the grievance is not resolved at Step One, then within ten (10) working days following the determination of the Director of Public Health Nursing, the matter may be submitted to the Director of the Department of Health and Community Wellness. All other Steps of the Grievance Procedure shall remain as written.

Insert at Section "C. Steps of the Grievance Procedure," after first paragraph of the current agreement and prior to "Step One (1)" the following:

If the parties reach a tentative agreement to resolve any grievance under this Agreement, the deadlines for abandonment of the Grievance or movement to the next step of the Grievance Procedure shall be held in abeyance for ten (10) working days to allow for the

review and written approval of such resolution of the grievance by the Business Administrator or his/her designee. If the proposed resolution of the grievance is not approved in writing by or the Business Administrator or his/her designee within the above referenced ten (10) working days, then the grievance may be moved to the next step in the procedure.

ARTICLE VIII

COMPENSATION

Modify Section E as follows:

Effective January 1, 2016, increase annual clothing allowance from the current rate of Five Hundred and Twenty-Five Dollars (\$525.00) to Five Hundred Fifty Dollars (\$550.00), to be paid on the first Friday in December which is not a regular payday. Employees who did not serve a full year shall receive a pro-rata share of the clothing allowance. This clothing allowance shall be paid only to those employees who are on the City payroll as of the execution of this Memorandum of Agreement.

ARTICLE XI

HEALTH INSURANCE AND LIFE INSURANCE

The provisions of this Article shall be administered in accordance with the provisions of P.L. 2011, Chapter 78 as presently provided by law.

Effective August 1, 2017, the State Health Benefits Program ("SHBP") was implemented. As a result of said participation, the SHBP may change benefits and/or benefit levels currently offered. The City has no input into or control over any such changes. However, as a participating SHBP employer, the City is governed by any such changes. Accordingly, when SHBP changes any benefit and/or benefit level, the benefit and/or benefit level in this agreement will be adjusted to reflect the change. The City will not be liable for any such change in any benefit and/or benefit level or the impact to any such change. In addition, no grievance or complaint against the City challenging any such change can be processed under the grievance procedures of this agreement or in any court of law or administrative agency. This provision does not preclude the Union, or an individual employee of the City from filing an appropriate challenge against the State for any such change. The City will provide notification of any such changes to the Union and to the employees it represents. This provision covers all plans administered under the SHBP including but not limited to healthcare, prescription drugs, dental, etc.

Additionally, health benefits at retirement shall match the coverage, co-pays and deductibles of the SHBP. The amount of money the City reimburses for Medicare, should not exceed the amount required by Medicare on the retirees' pension amount.

Effective April 1, 2016, the City eliminated the Traditional Plan.

Effective August 1, 2017, the City created a formulary for Prescriptions coverage and increased the cost for brand name drugs.

All current language concerning health insurance that is inconsistent with these provisions shall be eliminated from the agreement.

Insert the following language:

Effective January 1, 2016 any employee with regularly scheduled hours of less than 32 hours per calendar week will no longer be covered for any City administered medical and/or health benefits.

Paragraph H – Life Insurance shall be eliminated in its entirety.

APPENDIX "A" - SALARY

Effective January 1, 2016, the base salary of all eligible employees shall be increased by 0%. However, all employees who are on the active payroll at the time of disbursement shall receive a one-time, non-pensionable stipend of one thousand four hundred dollars (\$1,400.00).¹

Effective January 1, 2017, the base salary of all eligible employees shall be increased by 2.0%.²

Effective January 1, 2018, the base salary of all eligible employees shall be increased by 2.0%.³

ARTICLE XXVI - DURATION

This Agreement shall be in full force and effect commencing January 1, 2016 through December 31, 2018.

OTHER MATTERS:

1. Modify all Department references in Agreement to read "Department of Health and Community Wellness."
2. Upon full ratification of this MOA by both parties, JNESO agrees to withdraw the two (2) Unfair Practice Charges filed with the Public Employment Relations Commission under Docket Numbers CO-2018-253 and CO-2019-105.

All terms and conditions of the January 1, 2012 – December 31, 2015 Collective Negotiations Agreement not addressed in the Memorandum of Agreement shall remain in full force and effect.

¹ Eligible employees are defined as those active employees on the City's payroll at the time of disbursement.

² Eligible employees are defined as those active employees on the City's payroll at the time of disbursement.


³ Eligible employees are defined as those active employees on the City's payroll at the time of disbursement.

THIS MEMORANDUM OF AGREEMENT IS CONTINGENT UPON THE RATIFICATION OF JNESO, DISTRICT COUNCIL 1, IUOE/AFL-CIO (NEWARK PUBLIC HEALTH LOCAL), AND APPROVAL OF THE NEWARK MUNICIPAL COUNCIL AND ALL PROPOSALS ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Newark, New Jersey as of this ____ day of _____, 20__.

FOR THE CITY OF NEWARK

FOR JNESO, DISTRICT COUNCIL 1,
IUOE/AFL-CIO
(NEWARK PUBLIC HEALTH LOCAL)


MICHAEL GREENE
Assistant Business Administrator


MEREDITH LARSON
LABOR REPRESENTATIVE


ROSLYN GOODWIN
LOCAL UNION PRESIDENT

Approved As to Form and Legality


KENYATTA STEWART
Corporation Counsel