

MEMORANDUM OF AGREEMENT

BY AND BETWEEN the City of New Brunswick (hereinafter the "City") and New Brunswick Municipal Employees Association, Local 108, RWDSU, UFCW (hereinafter "MEA"), dated this 31 day of December __, 2015.

WHEREAS, the City and MEA are parties to a duly executed collective negotiations agreement for the period of January 1, 2011 through December 31, 2014 (hereinafter the "Agreement"); and

WHEREAS, the City and MEA have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor Agreement; and

WHEREAS, the City and MEA have reached agreement on new terms and conditions subject to ratification by the membership of MEA and approval by the Mayor and City Council;
and

WHEREAS, the negotiating committees for the City and MEA unanimously agree to recommend their agreement for ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

1. Article XXXVIII, Duration of Agreement: The duration of the Agreement shall be January 1, 2015 through December 31, 2018.

2. Article XXVII, Salary Plan: Salary increases shall be as follows:

Effective and retroactive to July 1, 2015: 1.5%

Effective January 1, 2016: 2.0%

Effective January 1, 2017: 2%

Effective January 1, 2018:

1.5%

3. Article XXVII, Salary Plan: Add new paragraph C applicable to all water treatment operators, water treatment plant maintenance titles and all water distribution titles:

C. Effective January 1, 2016, any employee holding a title in the classification of water treatment operator, water treatment plant maintenance or water distribution and who successfully attains and maintains a T1 or W1 license issued by the New Jersey Department of Environmental Protection, will have his or her annual salary increased by \$5000 on a one time basis. This one time increase shall be added to base pay and paid out in bi-weekly (26 pays) installments. If an employee fails to maintain his or her license for any reason, this additional compensation shall be removed.

3. Article XXI, Health and Welfare: Add language as follows:

a. Effective February 1, 2016, the following changes shall be implemented to the Rx plan for all MEA members:

i. Co-pays for 30 day supply: generic drugs, \$10; preferred brand drugs, \$30; and non-preferred brand drugs, \$50. Co-pays for 90 day mail order supply: generic drugs, \$20; preferred brand drugs, \$60; and non-preferred brand drugs, \$100.

ii. The parties agree to limit prescriptions for erectile dysfunction (“ED”) to 6 pills per month per participant. If, however, the participant’s healthcare provider prescribes such medication for a non-ED condition, the participant shall be allowed to exceed the limit if the healthcare provider establishes medical necessity.

iii. Specialty drugs shall be purchased through Maxor mail order.

iv. The plan shall not cover Proton Pump Inhibitors (“PPI”) in as much as these drugs can now be purchased “over-the-counter.”

vi. Upon ratification of the agreement by the parties, a mandatory generic dispense as written (“DAW”) procedure shall take effect. That is, if a healthcare provider indicates “DAW” or “dispense as written” on the prescription, the participant shall only pay the preferred or non-preferred co-pay. If the healthcare provider does not indicate “DAW” or “dispense as written” the member shall pay the brand (preferred or non-preferred) co-pay **plus** the difference in cost between the generic and the drug obtained.

b. The City shall have the right to implement an additional health plan or plans to supplement the current health benefits program offered to MEA members. MEA members may, at their option, elect to participate in such plans if established.

RE-OPENER: The parties agree that the City shall have the right to re-open the contract on or before July 1, 2017 for the sole purpose of addressing the implementation and effect of the Affordable Care Act’s Excise Tax on the City’s health benefits plans and MEA unit members. Should the City exercise its right to reopen the contract pursuant to the provisions of this paragraph, and should the parties be unable to come to an agreement on the issues raised by either party regarding the implementation and effect of the Affordable Care Act's Excise Tax on the City's health plans and on MEA unit members, the parties agree to submit these limited issues to an arbitrator to be mutually selected by the parties or through the parties’ contractual grievance procedures. The appointed arbitrator shall apply the interest arbitration criteria set forth in N.J.S.A. 34:13A-16, et seq., in making his/her determination.

4. Exhibit 2, MEA Job Titles and Range Table: Revise job titles in accordance with the August 27, 2013 Memorandum which is attached hereto and incorporated by reference. Add new title of Sewer Repairer 2 and place at Range 12.

5. Article XL, Meals During Emergencies: Reimbursement shall be as follows:

2015: \$10.00

2016: \$10.00

2017: \$11.00

2018: \$12.00

6. Article XXIV, Automobile Use: Add: For those Housing Inspectors who are required to use their own personal vehicles for an entire quarter, reimbursement shall be as follows:

2015: \$625.00

2016: \$650.00

2017: \$675.00

2018: \$700.00

Inspectors who use their personal vehicles for a portion of a quarter, their reimbursement will be pro-rated accordingly. Inspectors who are given the use of a City vehicle for an entire quarter or quarters will receive no reimbursement.

7. Article XLI, Discharge and Discipline: Add: Employees suspended without pay will not earn or accrue any benefit time during the period of suspension.

8. Article XIX, Work Week and Overtime and Compensation Time Policies: Add new paragraph applicable to fire inspectors:

Effective January 1, 2016, the City agrees to pay Fire Inspectors in the fire safety office four (4) hours of overtime for each weekend on call assignment he or she is given. Weekend assignments begin on a Friday at 4:30 p.m. and end on Monday night at 12:00 midnight. Currently, each inspector is required to be on call for thirteen (13) weekend rotations per year. This compensation shall be in addition to the overtime compensation earned for actual

time worked at a fire scene. Once at the fire scene, overtime is subject to a two (2) hour minimum and will remain so. Each inspector will be required to execute an agreement stating that they will not consume any alcoholic beverages while he or she is "on call." This agreement and requirement will be strictly enforced.

WHEREFORE, THE PARTIES HERETO SET THEIR HANDS THIS 31

DAY OF DECEMBER __, 2015

THE CITY OF NEW BRUNSWICK

ATTEST:

By: Thomas A. Loughlin 3rd
Thomas A. Loughlin, 3rd
City Administrator

MEA

ATTEST:

George C. [Signature]
By: Tina McCaskill
Tina McCaskill, President

James J. Powell of A Local 188

OFFICE OF THE CITY ADMINISTRATOR
INTER-OFFICE MEMORANDUM
THOMAS A. LOUGHLIN, 3RD
CITY ADMINISTRATOR



To: Tina McCaskill, MEA President
Jasper Parnell, Business Agent

From: Thomas A. Loughlin 3rd, City Administrator ^{3d} TAL

Date: August 27, 2013

Subject: MEA Contract
MEA Titles and Ranges

In reviewing the current contract, I have come upon a series of job titles (all related) some of which I believe are undervalued or have no logical progression to them. They are job titles in the Maintenance Repairer category, please see attached.

With the Union's consent, I would like to reclassify these positions in the following manner effective September 15, 2013:

- | | | |
|---|--|------------------------|
| ① | Maintenance Repairer | Stays as is - Range 8 |
| ② | Maintenance Repairer Carpenter | Stays as is - Range 14 |
| ③ | Maintenance Repairer Plumber | Stays as is - Range 14 |
| ④ | Maintenance Repairer Mechanic | Range 14 |
| ⑤ | <u>Add</u> Maintenance Repairer Electrician | Range 14 |
| ⑥ | Senior Maintenance Repairer | Stays as is - Range 12 |
| ⑦ | Senior Maintenance Repairer Electrician | Range 15 |
| ⑧ | Senior Maintenance Repairer Plumber | Stays as is - Range 15 |
| ⑨ | <u>Add</u> Senior Maintenance Repairer Mechanic | Range 15 |
| ⑩ | <u>Add</u> Senior Maintenance Repairer Carpenter | Range 15 |

Please provide your written consent for same and I will have the MEA Salary ordinance amended as such soon thereafter. In the meantime I intend to promote one of your members to the title of Senior Maintenance Repairer Mechanic at a Range 15 salary in the very near future.

Thank you in advance.

TAL/bl

cc: T. Guldin, City Engineer
F. Marascia, Water Director
L. Totten, Personnel Officer
V. Gray, Principal Payroll Clerk
MEA file

LAW OFFICES

OXFELD COHEN, P.C.

A PROFESSIONAL CORPORATION

60 PARK PLACE, SUITE 600
NEWARK, NEW JERSEY 07102

TEL (973) 642-0161
FAX (973) 802-1055
OXFELDCOHEN.COM

1881 BROADWAY, 4TH FLOOR
NEW YORK, NEW YORK 10023
(212) 452-1215

PLEASE REPLY TO NEWARK

SANFORD R. OXFELD **
ARNOLD SHEP COHEN **
NANCY I. OXFELD *
GAIL OXFELD KANEF **
RANDI DONER APRIL *
BENJAMIN A. SPIVACK (1950-2012)

WILLIAM P. HANNAN **
SAMUEL B. WENOCUR **
JOHN BRANIGAN, IV ***
BARRY FRANK **
OF COUNSEL

* MEMBER OF NJ BAR
** MEMBER OF NJ & NY BAR
*** MEMBER OF NJ & PA BAR

December 18, 2015

Kathryn Hatfield, Esq.
Bauch, Zucker, Hatfield, LLC
871 Mountain Avenue, Suite 200
Springfield, NJ 07081

Re: Local 108 and City of New Brunswick Side Bar Agreement

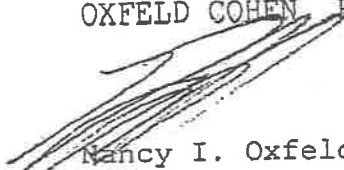
Dear Ms. Hatfield:

Enclosed please find a proposed Side Bar Agreement, concerning the issues of the amount of retiree required contribution towards the cost of health coverage and the revision of the City's Table of Offenses.

Would you please review same and let me know if it is acceptable as written or if you would like revisions made.

Thank you very much for working with us on this issue.

Very truly yours,
OXFELD COHEN, P.C.



Nancy I. Oxfeld, Esq.

NIO/elj
Cc: Tina McCaskill, President, New Brunswick Municipal Employees Assoc.

Jasper Parnell
Charles N. Hall, Jr.

OXFELD COHEN, P.C.
60 PARK PLACE, 6TH FLOOR
NEWARK, NJ 07102
(973) 642-0161
Attorney for Local 108, RWDSU, UFCW, AFL-CIO

CITY OF NEW BRUNSWICK

-and-

THE NEW BRUNSWICK MUNICIPAL
EMPLOYEES ASSOCIATION,
AFFILIATE OF LOCAL 108,
PUBLIC EMPLOYEE DIVISION,
RWDSU, UFCW

SIDE BAR AGREEMENT TO THE
COLLECTIVE NEGOTIATIONS
AGREEMENT, FOR THE PERIOD OF
JANUARY 1, 2015 THROUGH
DECEMBER 31, 2018

The New Brunswick Municipal Employees Association, affiliate of Local 108, RWDSU, UFCW, (hereinafter "Local 108"), and the City of New Brunswick (hereinafter "the City"), having successfully negotiated a Collective Negotiations Agreement running from January 1, 2015 through December 31, 2018, hereby agree as follows with regard to that Agreement:

1. Article XXI-Health and Welfare, of the 2011-2014 Agreement requires that the City provide health and welfare benefits for specific retired employees "equivalent to coverage provided to active employees." For an employee to receive such health coverage upon retirement, the employee must meet certain minimums of years of service with the City and/or minimum age requirements. Employees eligible for such coverage are required to pay 50% of the cost of such coverage to the City in order to be maintained on the City's insurance plan.

2. During negotiations for the 2015-2018 Agreement, Local 108 took the position that requiring an employee contribution of fifty percent was not negotiable, in that N.J.S.A. 40A:10-22 et. seq. and the New Jersey State Health Benefits Program Act, N.J.S.A. 52:14-17.25 et. seq. set forth a mandatory maximum contribution retired employees can be required to contribute towards the cost of their health insurance coverage.

3. In order to facilitate finalizing the terms of the 2015-2018 Agreement, Local 108 and the City have agreed to continue the language concerning the percentage contribution towards the cost of retiree health insurance that is contained in the 2011-2014 Agreement. Local 108 and the City agree that this language will be subject to a Scope of Negotiations Petition to be filed at the Public Employment Relations Commission with regard to Local 108's contention that the statutes set forth above mandate a maximum amount of contribution for retired employees towards the cost of health care coverage.

4. Local 108 and the City agree that, notwithstanding that the 2015-2018 agreement has been ratified by both parties, the issue of the mandatory maximum contribution to health coverage by retirees remains an active issue and dispute between Local 108 and the City. The City agrees that it will not contest the filing by Local 108 of a Scope of Negotiations Petition on this issue, the City will not contend that there is no outstanding dispute; and the City will affirmatively inform PERC if the issue is raised, that the Scope of Negotiations Petition is not speculative, despite the signed Agreement between the parties, but remains an outstanding active dispute.

5. Article XLI-Discharge and Discipline, Paragraph C states:

The City proposes to review and modify current Table of Offences and Penalties as document is outdated. Both parties agree to form a committee to review and make modifications as necessary.

6. During negotiations, the City provided a revised Table of Offences, and requested that Local 108 agree to that table. Local 108 rejected that proposal. Local 108 agrees, that as required by Article XLI, paragraph C, it will, with the City, "form a committee to review and make modifications as necessary."

CITY OF NEW BRUNSWICK

THE NEW BRUNSWICK MUNICIPAL
EMPLOYEES ASSOCIATION, AFFILIATE
OF LOCAL 108, PUBLIC EMPLOYEE
DIVISION, RWDSU, UFCW

By:

Thomas A. Laugel - 3P

Dated:

12/31/15

By:

Trina McCall

Dated: