

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 10-789
 Agenda No. 10.E
 Approved: NOV 23 2010
 TITLE: _____



**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
 BETWEEN THE CITY OF JERSEY CITY AND JERSEY CITY SCHOOL
 TRAFFIC GUARDS ASSOCIATION**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING
 RESOLUTION :**

WHEREAS, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Jersey City School Traffic Guards Association; and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City to approve the attached Memorandum of Agreement covering the contractual term from September 1, 2008 through December 31, 2011; and

NOW , THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and Jersey City School Traffic Guards Association, is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement .

RJK
 11/15/10

APPROVED: _____
 APPROVED: Gregory Perera
 Business Administrator
 ASST.

APPROVED AS TO LEGAL FORM
Jeanne Monahan
 Corporation Counsel
 Certification Required
 Not Required

APPROVED 5-2
 11/23/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11/23/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
DONNELLY	✓			FULOP		ABSENT		VELAZQUEZ	✓		
LOPEZ		✓		RICHARDSON		✓		BRENNAN, PRES	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
Peter M Brennan Peter M. Brennan, President of Council
Robert Byrne Robert Byrne, City Clerk

INTER

MEMO

**Department of Administration
Division of Management & Budget**

OFFICE

Date: November 15, 2010
To: Council President Peter Brennan
City Council Members
From: Robert J. Kakoreski, Assistant Business Administrator
Subject: Financial Terms of School Traffic Guard MOU

For your information, below is a summary of the financial and health benefit terms agreed to in the attached "Memorandum of Understanding":

Contractual Increases

- 9/1/08 – 2%
- 9/1/09 – 2%
- 9/1/10 – 0%

Medical Benefits

- Out of "Traditional" effective 1/1/11 – paying each guard a one time of \$500 for waiving this benefit (other unions received either \$1,000 or \$2,000)
- Same prescription plan as every other union and management employee
- No benefits for new hires

Other

- Expiration of the contract would normally be 8/31/yr but the guards have agreed to extend the length of contract to the end of the calendar year - 12/31/11

c: Jack Kelly, Business Administrator
File

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF JERSEY CITY, NEW JERSEY

-AND-

JERSEY CITY SCHOOL TRAFFIC GUARDS ASSOCIATION

Listed below and attached hereto are the Articles that the City of Jersey City (the "City") and the Jersey City School Traffic Guards Association ("S.T.G.A" or "Union") have agreed constitute the successor Agreement between the City and the Jersey City School Traffic Guard Association for the period of September 1, 2008 through December 31, 2011 (the "Agreement"): Both negotiating representatives hereby agree to recommend the within Agreement for ratification by the membership of the Union, and the Mayor and City Council of the City of Jersey City.

Except as modified herein, the existing terms and conditions set forth in the 2005 through 2008 Jersey City School Traffic Guard Association Agreement shall remain in full force and effect.

This Agreement is subject to the final approval of the Mayor and City Council and ratification by the membership of the Jersey City School Traffic Guard Association.

Article V

Paragraph A- Modify language and add paragraph 1 & 2 to read as follows: In accordance with the understanding reached during our collective negotiations, it is the position of the City that it will provide our Basic Health Insurance package to any employee hired prior to May 21, 2010 in accordance with State law, within your bargaining units who have no insurance coverage through employment outside of the bargaining units, or through employment by spouse or other family member who covers them.

The City shall provide insurance coverage for its employees as set forth below:

1. Commencing on the effective date of this Agreement, all new employees hired into the bargaining unit after May 21, 2010 shall not be entitled to any medical benefits in accordance with State law. All active employees shall be transferred to the currently offered Direct Access Blue Cross/Blue Shield Plan or one of the HMO plans offered at the time of the effective date of this Agreement, at the employee's choosing, no later than January 1, 2011.

2. All Employees in the Bargaining Unit who were on the payroll as of the date of contract ratification by the City Council shall receive a payment of five hundred dollars (\$500.00), with the payment of the five hundred dollars (\$500.00) deferred as follows: The five hundred dollars (\$500.00) shall be paid not later than January 15, 2011. These payments are in consideration for all employees in the Unit leaving Traditional Coverage by January 1, 2011."

Paragraph C- Delete in its entirety and replace with: "Effective January 1, 2011, the City will provide a prescription drug plan for active employees hired before May 21, 2010 in accordance with State law with the following co-pays that apply on a per prescription basis:

	RETAIL	MAIL ORDER
Generic Drugs	\$2.00 co-pay retail for prescriptions up to thirty (30) days supply.	\$1.50 mail order co-pay per thirty day supply prescription. Total ninety (90) day mail order would amount to \$4.50 in co-pay.
Brand Drugs	\$20.00 co-pay retail for prescriptions up to thirty (30) days supply.	\$13.00 mail order co-pay per thirty day supply prescription. Total ninety (90) day mail order would amount to \$39.00 in co-pay.
Prescriptions that cost over \$1,000.	\$100.00 co-pay on retail prescriptions up to thirty (30) days supply that cost over \$1000.00.	\$50.00 mail order co-pay per thirty day supply on each prescription that costs over \$1,000.00. Total ninety (90) day mail order would amount to \$150.00 in co-pay.

It will be mandatory for all drugs that are defined as maintenance drugs by the United States Food and Drug Administration (FDA) to be bought through mail order (when available). However, the co-pay on the first two prescriptions filled on any maintenance drug, whether that drug is over \$1,000.00 in cost or

not, will be at the retail co-pay rate for either a generic or brand drug following which the employee will be responsible for the mail order co-pays set forth above depending on the cost of the particular drug.

Paragraph D-Modify language to read as follows: Effective January 1, 2007, a family optical plan will be provided by the City at \$100.00 per employee per year.

Paragraph F- Change dates in parenthesis to: (September 1, 2008- ~~August~~ ^{Dec} 31, 2011). *S.A.C.*

Add new paragraph G to read: "Retirees shall have an annual maximum out-of-pocket Cap of \$1,082.00 per person for prescription drug co-payments. Once a retiree or dependent has paid \$1,082.00 in co-payments in a calendar year, that person is no longer required to pay any prescription drug co-payments for the remainder of that calendar year."

Add new paragraph H to read: The 1.5% contribution established by P.L. 2010 c. 2 shall be the maximum amount applicable to the bargaining unit members unless additional amounts are specifically negotiated in future contracts.

ARTICLE VI

Paragraph A 1 and A2 to read as follows:

For all employees hired prior to June 30, 1991:

Effective 9/1/2008: \$47.84

Effective 9/1/2009: \$48.80

Effective 9/1/2010: \$48.80

For employees hired July 1, 1991 and thereafter:

Effective 9/1/2008: \$45.57

Effective 9/1/2009: \$46.48

Effective 9/1/2010: \$46.48

ARTICLE IX

Paragraph A- Remove first paragraph in its entirety.

ARTICLE XI

Paragraph C- Change to read as follows: After the fifth year of employment and thereafter every five (5) years of employment, each employee will receive a new winter jacket along with the Public Safety Performance Fleece Liner.

Paragraph D- Change to read as follows: Safety vests and raincoats will be replaced on an as needed basis determined by the Director of Police or his designee.

Paragraph E- Remove in its entirety.

ARTICLE XVIII

Modify dates in Paragraph to read as follows: September 1, 2008 and December 31, 2011.

This Memorandum of Agreement is signed and agreed to by the parties on this 10th day of November, 2010.

CITY OF JERSEY CITY

JERSEY CITY SCHOOL TRAFFIC GUARD ASSOCIATION

JOHN KELLY

Business Administrator



PATRICIA CIESLAK

President, S.T.G.A.



ROBERT KAKOLESKI

Assistant Business Administrator



TERRI KELLER

Assistant Corporation Counsel

Sabrina Harrold

SABRINA HARROLD

Supervising Administrative Analyst

~~ATTEST:~~

~~ROBERT BYRNE~~

~~City Clerk~~