

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

City Clerk File No. Res. 10-309
 Agenda No. 10.Z.2
 Approved: MAY 12 2010
 TITLE: _____



**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
 BETWEEN THE CITY OF JERSEY CITY AND JERSEY CITY PUBLIC
 EMPLOYEES, INC., LOCAL 245**

**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 Public Employees, Inc., Local 245; 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 July 1, 2008 through June 30, 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 Public Employees, Inc., Local 245, 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
 5/5/10

APPROVED: _____
 APPROVED: B. O'Keilly
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel

Certification Required
 Not Required

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/12/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ		✓		RICHARDSON	ABSENT			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, President of Council

 Robert Byrne, City Clerk

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF JERSEY CITY, NEW JERSEY - AND - JERSEY CITY PUBLIC EMPLOYEES, INC., LOCAL 245

Listed below and attached hereto are the Articles that the City of Jersey City (the "City") and the Jersey City Public Employees, Inc., Local 245 ("Local 245" or "Union") have agreed constitute the successor Agreement between the City and Local 245 for the period of July 1, 2008 through June 30, 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 Local 245 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 Local 245.

Article 1

Paragraph A2 – Delete in its entirety. (Paragraphs will be re-numbered).

Paragraph C – Delete in its entirety. (Paragraphs will be re-lettered).

Article 4

Paragraph B – The number of negotiating committee members shall be reduced from five(5) to four (4).

Paragraph C – Delete in its entirety. (Paragraphs will be re-lettered).

Paragraph D – Add new sentence as follows: "Any employee attending such meeting or Legislative session shall provide written proof of attendance upon his/her return to work."

Paragraph E – Revise as follows: "Elected officers and Union delegates, not to exceed three (3), shall be granted time off to attend local meetings and caucuses and the League of Municipalities Convention, provided operation of the various Departments is not impeded by the granting of such request.

Article 8

Paragraph B – Delete in its entirety. (Paragraphs will be re-lettered).

Paragraph D – Delete “Effective January 1, 2003.”

Article 9

Paragraph B – Language referring to the “Civil Service Department of New Jersey” shall be changed to the “Civil Service Commission.”

Article 10

Paragraph A – The second sentence will be modified to read as follows: “In the event that a permanent employee is the subject of major discipline as defined by N.J.A.C. 4A:2-22, that employee shall have the right to a departmental hearing, and to appeal therefrom to the Civil Service Commission. If no appeal to the Civil Service Commission is available ...” (remainder is unchanged)

Article 11

Paragraph A – Deleted in its entirety. (Paragraphs will be re-lettered).

Paragraph B – Delete “Effective January 1, 2003.”

Article 12

Delete in its entirety and insert:

A. The City hereby agrees to grant military leave to employees in accordance with N.J.S.A. 38:23-1, N.J.S.A. 38A:4-4, and all applicable regulations or as otherwise provided for under Federal and State law.

B. All members of the National Guard or Reserves will be granted time off with full pay to attend required drills. Such time off will be in addition to vacation, sick and administrative leave.

C. In the event an employee is called to federal active duty, the employee shall receive the difference in pay between his/her military pay and his/her regular pay for up to one hundred eighty (180) days. The City may, at its option, extend the one hundred eighty (180) day limit.

Article 18

Paragraph D – Modified to read: “Department Director, or his/her designee.”

Paragraph F(6) – Modify to read: “Subject to the conditions set forth below, in January of each year, each employee who is required to wear a uniform shall receive a clothing maintenance allowance of seventy-five dollars (\$75.00) per year, provided that the employee is on the payroll on January 1st, and during the preceding year the employee has not been on a leave of absence, extended sick leave, and/or sick no pay, absent no pay, or any combination thereof which exceeds in the aggregate ninety (90) work days. In the event that the ninety (90) day threshold has been exceeded, the amount of maintenance payable shall be pro-rated based upon each full month at which the employee has been at work during the preceding year. Statutory leave, or workers compensation leave shall not be counted as a disqualifying leave pursuant to the preceding sentence.”

Article 19

Paragraph C(3) – Delete in its entirety.

Article 22

Paragraph C – Modify as follows:

Step One: Delete “Division Director” and insert “Department Director” wherever the title is used.

Step Two: Delete in its entirety. (Paragraphs shall be re-numbered).

Article 23

Paragraph C – Modify as follows:

Step One: Delete “Division Director” and insert “Department Director” wherever the title is used.

Step Two: Delete in its entirety. (Paragraphs shall be re-numbered).

Article 24

Paragraph E – New paragraph as follows: “All descriptions of vacation time in ‘Days’ relates to the current daily work schedules of either 7.5 or 8.0 hour days as set forth in Article 15(A) above. It is understood that any alteration of the work day shall require a recalculation of vacation time.”

Article 25

Paragraph C – Add new sentence to Section 1 as follows: “Failure to notify the Division Director or his/her designee within the timeline set forth herein shall be cause for denial of a paid sick day, and constitute cause for disciplinary action.”

Paragraph C2 – Delete in its entirety.

Paragraph D – Add new sentence to Section 3 as follows: “Only a note from a physician will serve to evidence that an employee has been exposed to a contagious disease within the meaning of Paragraph A, Section 2 above.”

Paragraph D4 – Delete the second sentence in its entirety.

Paragraph D5 – Delete in its entirety.

Article 27

Rename Article 27 as follows: “Out-Of-Title Work”

Paragraph A – Delete in its entirety. (Paragraphs shall be re-lettered).

Article 28

Modify as set forth below:

Paragraph A – Delete in its entirety and replace with:

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

1. Commencing on the effective date of this Agreement, all new hires shall be entitled to the 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 employees choosing, paid for by the City. 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 July 1, 2010.
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 two thousand dollars (\$2,000.00), with the payment of the two thousand dollars (\$2,000.00) deferred as follows: The first one thousand dollars (\$1,000.00) shall be paid not later than June 17, 2010. The second one thousand dollars (\$1,000.00) shall be paid not later than December 16, 2010. These payments are in consideration for all employees in the Unit leaving Traditional Coverage by July 1, 2010.”

Paragraph C – Modify language to read as follows: “The level of benefits provided by the City’s Health Plan shall be substantially equivalent to those provided on the date immediately preceding the effective date of any change. The City reserves it right to change the carrier with whom it contracts to provide these services for its employees.”

Paragraph E – Delete the first paragraph and replace with: “Effective July 1, 2010, the City will provide a prescription drug plan for active employees 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 E3 – Delete in its entirety.

Paragraph F1 – Delete in its entirety.

Paragraph F2 – Re-number paragraph as F1 and delete the first sentence in its entirety and “Effective January 1, 2007” from the second sentence.

Paragraph F3 – Re-number paragraph as F2 and delete “For any services rendered after July 1, 1998.”

Paragraph G – Delete existing language and modify as follows: “The City will maintain the current dental program for the life of this Agreement for all employees, that is, coverage for employees and their dependents.

Paragraph H – Delete in its entirety and replace with the following new paragraph: “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.”

Article 29

Modify Paragraph A1 to read as follows: "Effective July 1, 2008, employees shall receive a wage increase in the amount of \$1,000.00 applied to the base rate earned on June 30, 2008."

Modify Paragraph A2 to read as follows: "Effective July 1, 2009, employees shall receive a wage increase in the amount of \$1,000.00 applied to the base rate earned on June 30, 2009."

Modify Paragraph A3 to read as follows: "Effective July 1, 2010, employees shall receive no wage increase (\$0.00) to the base rate earned on June 30, 2010."

Paragraph B – Modify language to read as follows: "If an employee receives a raise that would increase his/her salary past the maximum salary for that employee's labor grade, then the maximum salary amount of that labor grade will increase to encompass the employee's raise."

Paragraph E – Deleted in its entirety.

Paragraph F – Deleted in its entirety.

Paragraph G – Deleted in its entirety.

Article 34

Modify to read as follows:

"This Agreement shall be in force and effect as of July 1, 2008 and shall remain in effect to and including June 30, 2011 without any re-opening date.

This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice in writing, no sooner than one hundred fifty (150) days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. Bargaining for a successor Agreement shall commence on or about April 1, 2011."

April 21, 2010

This Memorandum of Agreement is signed and agreed to by the parties on this 3rd day of ~~April~~ 2010.

May x — RB
x — HJ

CITY OF JERSEY CITY



BRIAN O'REILLY
Business Administrator

**JERSEY CITY PUBLIC EMPLOYEES, INC.
LOCAL 245**



ROBERT BRADY
President, Local 245



HAROLD JOHNSON
Vice President, Local 245

ATTEST:

ROBERT BYRNE
City Clerk