

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

File No. Res. 20-168
Agenda No. 10.16
Approved: Feb 26 2020



RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND JERSEY CITY POLICE SUPERIOR OFFICERS ASSOCIATION, PSOA

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, after extensive bargaining, a tentative agreement has been agreed upon by the City of Jersey City and the Jersey City Police Superior Officers Association ("PSOA"); and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City to memorialize these terms and to approve the attached Memorandum of Agreement modifying the current Collective Negotiations Agreement and extending it to December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and the PSOA, is hereby ratified and approved; and
2. The Mayor or the Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City strictly in accordance with the attached Memorandum of Agreement.

Resolution authorizing the execution of an agreement between the City of Jersey City and Jersey City Police Superior Officers Association, PSOA

APPROVED AS TO LEGAL FORM

Business Administrator

Corporation Counsel

Certification Required

| RECORD OF COUNCIL VOTE – Feb 26 | | | | | | | | | | | | | | 5-0-3 | |
|---------------------------------|-----|-----|------|--------|----------|-----|-----|------|--------|-----------------|-----|-----|------|--------|------------------|
| | AYE | NAY | N.V. | Absent | | AYE | NAY | N.V. | Absent | | AYE | NAY | N.V. | Absent | N.V. – (Abstain) |
| RIDLEY | | | | ✓ | YUN | ✓ | | | | LAVARRO | ✓ | | ✓ | | |
| PRINZ-AREY | ✓ | | | | SOLOMON | | | ✓ | | RIVERA | ✓ | | | | |
| BOGGIANO | ✓ | | | | ROBINSON | | | ✓ | | WATTERMAN, PRES | ✓ | | | | |

Adopted at a meeting of the Municipal Council of the City of Jersey.

Joyce E. Watterman, President of Council

Sean Gallagher, Deputy City Clerk

Sean Gallagher, City Clerk

Resolution authorizing the execution of an agreement between the City of Jersey City and Jersey City Police Superior Officers Association, PSOA

RESOLUTION FACT SHEET -

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Project Manager

| | | |
|-------------------------------------|---|-----------------|
| James Shea, Director, Public Safety | 2015474239 | JShea@njcps.org |
| Division | Office of the Director of Public Safety | |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 1:00 p.m.)

Purpose

To modify and extend the Collective Negotiations Agreement between the City of Jersey and the Jersey City Police Superior Officers Association ("PSOA"). After bargaining sessions, the City of Jersey City and PSOA have entered into a temporary agreement, which terms are enunciated in the attached Memorandum of Agreement ("MOA"). This resolution will authorize the Mayor or Business Administrator to sign a formal labor contract on behalf of the City of Jersey City

Cost (Identify all sources and amounts)

0000

Contract term (include all)

ATTACHMENTS:

PSOA MOA 1-1-20 to 12-31-24

| | |
|---|------------------------|
| Approved by | Status: |
| John Mercer, Assistant Business Administrator | None |
| Melissa Kozakiewicz, Assistant Business Administrator | Approved - Jan 27 2020 |
| Gregory Corrado, Asst. Business Administrator | None |
| John McKinney, Attorney | None |
| Peter Baker, Corporation Counsel | None |
| Amy Forman, Attorney | None |
| Nick Strasser, Attorney | Approved - Jan 28 2020 |
| Norma Garcia, Attorney | None |
| Ray Reddington, Attorney | None |
| Jeremy Jacobsen, Attorney | None |
| Sapana Shah, Attorney | None |
| Brian Platt, Business Administrator | Approved - Jan 28 2020 |

MEMORANDUM OF AGREEMENT

1. **Term of contract:** January 1, 2020 through December 31, 2024
2. **Salary:** The current salary guide at Article 21 will be modified by the following:

SERGEANTS

- A. The Step One starting salary for Sergeants will be 1% above that of a top step Patrolman/Detective.
- B. Upon completion of a Sergeant's twelfth month of service he will receive a Step Two increase equal to 5% of his Step One Salary.
- C. Upon completion of a Sergeant's twenty-fourth month of service the Sergeant's will receive a Step Three salary increase of 6% of his Step top salary.
- D. Commencing with a Sergeant's thirtieth (30th) month of service the Sergeant will receive top pay. Sergeants who are promoted before 10/1/19 will go to top step in 1/1/20

Top Step Sergeant

| 1/01/20 | 1/01/21 | 1/01/22 | 1/01/23 | 1/01/24 |
|---------|---------|---------|---------|---------|
| | | | | |
| 127,206 | 129,114 | 131,050 | 133,016 | 135,011 |

LIEUTENANTS

- A. The Step One starting salary for Lieutenants will be 1% above that of a top step Sergeant.
- B. Upon completion of a Lieutenant's twelfth month of service he will receive top pay.

Top Step Lieutenant

| 1/01/20 | 1/01/21 | 1/01/22 | 1/01/23 | 1/01/24 |
|---------|---------|---------|---------|---------|
| | | | | |
| 140,350 | 142,455 | 144,592 | 146,760 | 148,962 |

Captains

Captain's Salary

| 1/01/20 | 1/01/21 | 1/01/22 | 1/01/23 | 1/01/24 |
|---------|---------|---------|---------|---------|
| | | | | |
| 153,175 | 155,472 | 157,804 | 160,171 | 162,574 |

Inspectors Salary

| 1/01/20 | 1/01/21 | 1/01/22 | 1/01/23 | 1/01/24 |
|---------|---------|---------|---------|---------|
| | | | | |
| 162,794 | 165,235 | 167,714 | 170,230 | 172,783 |

The foregoing salary guides will become effective upon ratification of this agreement.

Lieutenants who are promoted before 10/1/19 will go to top step in 1/1/20.

Sergeants who are promoted before 10/1/19 will go to top step on 1/1/20.

Sergeants promoted after 10/1/19 will be placed on the new step system.

The intent of the application of the modified step guide system is to place current unit members on the step system which is most favorable to them.

3. Out of Title Pay. Temporary appointments, section 2 will be amended as follows:

“An employee serving in any acting capacity shall receive the full pay of the rank in which he is acting, only upon the completion of 20 full tours which need not be consecutive.”

4. Holiday Pay: The Holiday Pay Article will be modified as follows: “All staff personnel who are required to work on a holiday will receive overtime payment for all hours worked on the holiday.”

5. Fourth of July

The employer will have the discretion to deny the use of comp time on July Fourth. This discretion must be exercised and noticed to unit members at least 30 days before the Fourth of July, provided that the request to use comp time is submitted at least 35 days before the Fourth of July.

6. Compensatory Time: Compensatory Time Article will be amended to include the following paragraph:

“If the department is faced with unforeseeable, extraordinary circumstances that warrant increased manpower on a city-wide basis, the Chief shall attempt to fill the extra manpower slots with overtime. If the Chief cannot obtain enough manpower to fill the slots with overtime, he shall have the right to deny any compensatory requests that is made after the Chief has exhausted the contractual overtime procedures. Previously granted compensatory time shall not be cancelled. The Chief shall notify the Association president in writing prior to the denial of compensatory time. The Department shall only be allowed to use the provisions of this article four (4) times in a three (3) year cycle but no more than two (2) times in any year. The first three (3) year cycle shall be 2019 to 2021.”

7. Terminal Leave

Retiree payouts under this article will be paid as follows:

- A. A payout of zero (0) dollars and up to \$50,000.00 will be paid in lump sum or equal increments up to five (5) years at the employee's discretion;
- B. A payout of \$50,001.00 and up to \$150,000.00 will be paid in three (3) equal increments over three (3) years. At the employee's discretion, this payout may be extended up to five (5) equal increments over five (5) years. If the City and employee agree, it may be paid in shorter increments, or as a lump sum.

- C. A payout of \$150,000.01 and over will be paid in five (5) equal increments over five (5) years. If the City and employee agree, they may be paid in shorter increments or as a lump sum.

8. Vacation

Unit members hired after 2/17/2003 will receive twenty-five (25) working days per year effective upon their fifteenth year of employment.

9. Pay Lag:

The one week pay lag agreement will be incorporated into the Collective Bargaining Agreement and honored.

10. Longevity

The PSOA and POBA Longevity shall be synchronized so that an officer who was promoted will maintain his longevity benefit and to clarify that officers hired on or after 1/1/19 and thereafter promoted into the PSOA will not be eligible for longevity payments.

11. Brady/Giglio Policy

If a Brady/Giglio policy is implemented or made applicable to PSOA unit members, the employer agrees to negotiate the procedural aspects of such policy prior to implementation.

12. Body Worn Cameras

If a PSOA unit member utilizes a body worn camera, the member will have the right to review their own video prior to any reports or questioning, (requested or authorized) concerning

the member's police actions. The member shall have the right to review their own video before any questioning or interviews for any internal interview.

13. Retiree Health Benefits in Article 10, Section 11 will be amended as follows:

- A. Retirees and those Police Superior Officers with 20 years of service as of June 28, 2011 shall not contribute toward the cost of retiree health benefits.
- B. Police Superior Officers with twenty (20) years of credit as of December 31, 2014 shall only contribute 1.5% of their annual pension toward their cost of retiree health insurance.
- C. Police Superior Officers with twenty-five (25) years of credit on or before ~~as of~~ December 31, 2024 shall only contribute 3% of their annual pension toward their cost of retiree health insurance.
- D. Future retirees who do not meet the criteria in paragraphs A, B, or C. above shall contribute toward the cost of their retiree health insurance pursuant to the rates set forth in the tables of P.L. 2011, Ch. 78.
- E. The percentages in Article 10, Section 11 regarding retiree contribution percentages based on rank shall be eliminated.
- F. Retiree health benefits and prescription benefits will be vested.
- G. The employer will reimburse retirees for Medicare Part B or Part D which a retiree or family member may be required to enroll in. Part B reimbursement shall be an amount equal to the standard Part B premium. Part D reimbursement shall be an amount equal to the actual Part D premium paid by the retiree.

H. Any P.S.O.A. member who has retired prior to the execution of this agreement and who would have been eligible for the contribution rates set forth in paragraphs A, B or C above if they were active members shall voluntarily execute an amendment acknowledging that they shall enroll in AETNA Medicare Advantage when Medicare eligible. The AETNA Medicare Advantage Plan shall be the same as that provided by State Health Benefits Plan. The terms of this section shall become applicable to them upon their approval of the terms for these sections.

I. Retirees who waive benefits will have the ability to re-enroll in the employer provided retiree health/prescription plans at the contribution rate they would have been entitled to on the date of their retirement.

14. Union Leave

Pursuant to the Workplace Democracy Enhancement Act, (N.J.S.A. 34:13A-5.11), et. seq, union leave/flex time may be utilized for meetings with individual employees during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues, to conduct worksite meetings to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of an exclusive representative employee organization, and internal union matters involving the governance or business of the exclusive representative employee organization, and meetings with newly hired employees during new employee orientations and at individual or group meetings.

15. Article 10, Insurance, Health and Welfare

- a. Section A, 1, add: Officers hired on or after January 1, 2019 shall be required to enroll in the Horizon Blue Cross Blue Shield OMNIA Plan as provided in the description of coverage, or a High Deductible Plan offered by the City.

Alternatively, any officer hired on or after January 1, 2019 may elect to enroll in any other plan offered by the city but shall pay the difference in cost that is greater than OMNIA plus their Chapter 78 contribution. All other officers may voluntarily elect to participate in OMNIA plan. Any officer who voluntarily participates in the OMNIA plan shall receive a bonus of \$500.00 for single coverage and \$1000.00 for all other plan payable in November of each year he/she participates.

b. Additional plan design changes:

1. Effective 1/1/21 out of network reimbursement will be paid at 60% of usual customary and reasonable.
2. The City will continue to cover out of network

(OON) chiropractic services for officers or dependents who used OON chiropractic services over the last 10 years from the date of this MOA. The officer or dependent must have proof of care and is restricted to that practitioner. Effective January 1, 2019, OON chiropractic coverage shall be eliminated for all officers and dependents, except for those officers and dependents who meet the criteria of the preceding sentence.

3. Effective 1/1/21. Out of network per annum deductibles shall be increased to \$500 single and \$1000 for other.

4. Effective 1/1/21 primary care office visits shall increase to \$25.00 and specialist office visits to \$35.00.

5. All officers who retire on or after 1/1/20 shall enroll in AETNA Medicare Advantage when Medicare eligible. The AETNA Medicare Advantage Plan shall be the same as that provided by State Health Benefits Plan.

16. **Tuition Reimbursement.** Article 25, Section 4 Tuition Reimbursement. Change to \$50,000.00. (p. 16 Contract)

17. Tour Bids

Article 8, Section 5 Tour Bid. There shall be bi-annual bidding for steady shifts on a seniority basis within the Divisions. All such bids shall be received twice a year as follows:

1. First bid shall be received by members no later than May 1st and shall become effective from June 1st to November 30th; second bid shall be received by members no later than November 1st and shall become effective from December 1st to May 31st. Each respective bid shall remain in effect until new tour picks are implemented.

Following any change in the mid-year tour bid, where vacation picks are sequential with ordinary days off, the officers may request a schedule change to accommodate such days off and this vacation benefit will be guaranteed by the employer.

18. OVERTIME

Article 14, Section 5. Overtime (p. 34 Contract)

In computing overtime, except under sections 1 and 2 above, the first five (5) minutes of the first hour of overtime is not compensable if that is the only time involved. If an employee works five (5) minutes up to fifteen (15) minutes the employee will be paid the overtime rate for fifteen (15) minutes; If an employee works sixteen (16) minutes up to thirty (30) minutes, the employee will be paid overtime rate for thirty (30) minutes; If an employee works thirty (30) minutes up to forty five (45) minutes, the employee will be paid overtime rate for forty five (45) minutes; and

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any time worked from forty five (45) minutes up to the end of the hour will be paid one hour at overtime rate.

Thereafter, the employee is entitled to overtime on a 15 minute increment basis consistent with the formula noted above.

19. SCHEDULE CHANGE Add. Article 22, Section 1. Change in Schedule (p. 51 Contract)

Section 1. No change in schedule of any Employee covered by this Agreement shall be made unless such Employee is given at least forty-eight (48) hours' notice prior to the time that he is regularly scheduled to work, or (48) hours prior to the changes in reporting time, whichever is greater.

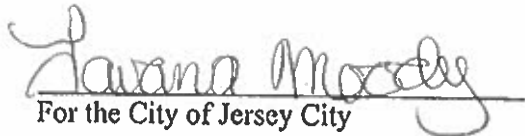
Section 4. Where the employer determines that a tour is "short", an employee may have his/her tour changed to days, evenings or midnight upon forty-eight (48) hours' notice. Said changes shall be implemented no more than five (5) times in a year nor more than one (1) time in a work week for any member. Additionally, there must be at least one member in the tour where a member is being removed who shares the same rank in which the member will be reassigned, i.e. an additional sergeant in one tour can only be utilized to replace another sergeant position and not utilized in an out of title position.

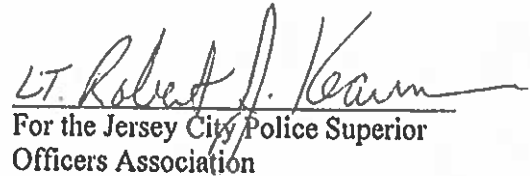
Volunteers will be sought first, before any change in a unit members schedule.

The employer agrees that any such change will not occur where a unit member works contiguous shifts in a row.

20. All other contract language will remain the same except as modified herein.

The following Memorandum of Agreement ("MOA") is entered into between the City of Jersey City and the Jersey City Police Superior Officers Association. All articles or portions of articles of the January 1, 2018 — December 31, 2020 Agreement ("Agreement") that are not modified herein shall remain unchanged in the successor agreement. To the extent the terms of this MOA conflict with the terms of the Agreement, this MOA shall control. All proposals not included in this Memorandum of Agreement shall be considered as withdrawn. The representatives of the City and JCPSOA agree to the terms of this MOA, and further agree to recommend the items for ratification by the members of their respective constituencies. This Memorandum of Agreement is subject to the approval and ratification of the City and members of the JCPSOA and is non-binding until fully ratified.


For the City of Jersey City


For the Jersey City Police Superior
Officers Association

LT. ROBERT J. KEARNS