

# MEMORANDUM OF AGREEMENT

Between

Merchandise Drivers Local No. 641, affiliated with the  
International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

and

The City of Jersey City

The parties hereby agree to the following terms and conditions of employment for a new collective negotiations agreement. This MOA is being entered into by the Merchandise Drivers Local No. 641 ("Union") and the City of Jersey City (the "City" and, collectively, the "Parties") as a result of the dissolution of the Jersey City Incinerator Authority.

This MOA is subject to ratification by the membership of the Union and final approval by the Municipal Council of the City of Jersey City. This MOA is subject to the laws and regulations of the State of New Jersey, including but not limited to the Employer-Employee Relations Act and regulations promulgated pursuant thereto and New Jersey Civil Service.

This MOA adopts the collective negotiations agreement between the Union and the Jersey City Incinerator Authority for the period of July 1, 2012 through December 31, 2016 ("Agreement"), subject to the amendments set forth herein. The provisions of this Agreement are changed only to the extent indicated herein and remain otherwise unchanged and in full force until changed. The amendments set forth in this MOA shall be effective as of April 1, 2016.

The City hereby recognizes the Union as the exclusive bargaining representative of all blue-collar employees as set forth in Article I and assigned to the Division of Neighborhood Improvement and Sanitation in the Department of Public Works of the Agreement and excluding those employees identified in Article I of the Agreement.

## 1. Duration

Article XXX (Duration) of the Agreement is hereby amended as follows. This MOA shall continue in full force and effect from April 1, 2016 through December 31, 2018. If the City and the Jersey City Public Employees, Inc., Local 243 enter into a new collective negotiations agreement whose term begins on or after January 1, 2015 and ends before December 31, 2018, the Parties may, but are not required to, commence negotiations for a new collective negotiations agreement prior to the expiration of this MOA.

## 2. Salaries

Article XI (Salaries) of the Agreement is hereby amended to provide that there will be no increases in salaries or wages for the duration of this MOA.

3. Vacations

The vacation time schedule set forth Article XIII (Vacations) of the Agreement shall remain the same for all current employees. Article XIII of the Agreement is hereby amended to provide that any new employee hired after April 1, 2016, will be entitled to vacation as set forth in Article 24 (Vacations) of the collective negotiations agreement between the City and the Jersey City Public Employees, Inc., Local 245 covering the period of July 1, 2011 through December 31, 2014 (the "DPW Contract"). Article XIII of the Agreement is further hereby amended to provide that there shall be no front paying of vacation time and that employees may only carry over to the next year one (1) year of vacation time plus any time earned in the current year.

4. Amount of Sick Leave

Article XIV (Sick Leave) of the Agreement is hereby amended to provide that, effective January 1, 2017, permanent employees will be provided with fifteen (15) days of sick leave in each calendar year and that the rate at which sick leave is accrued will be the same rate as set forth in Article 25 (Sick Leave) of the Local 245 Contract. All temporary employees shall be entitled to sick leave as set forth in Article 25 (Sick Leave) of the Local 245 Contract.

5. Life Insurance

Article XXI (Life Insurance) of the Agreement is hereby amended to provide that active employees will be provided with \$15,000 in life insurance benefits during their employment.

6. Funeral Leave

Article XVI (Funeral Leave) of the Agreement is hereby amended to provide that, in the event of a death in the immediate family, a full-time employee shall be granted up to four (4) calendar days of leave from the date of death with pay for funeral attendance and related purposes. "Immediate family" shall have the same meaning as set forth in Article 11 (Bereavement Leave) of the DPW Contract.

7. Pension

Article XVII (Retirement and Pension) of the Agreement is hereby amended to provide that all current employees shall remain participants in the Public Employees' Retirement System ("PERS"), except that any employees under the age of forty (40) who have no accrued service in PERS shall be eligible for participation in the Employees' Retirement System of Jersey City.

8. Sick Leave Accrual and Payouts

Article XIV (Sick Leave) of the Agreement is hereby amended to provide that all sick time accrued by employees as of the effective date of this MOA shall be carried over. Employees who have accumulated sick leave valued at fifteen thousand dollars (\$15,000) or more as of the effective date of this MOA may continue accruing sick time; however, in no event shall the City pay out more than fifteen thousand dollars (\$15,000) in accrued sick time to any employee, except that those employees who have accrued more than fifteen thousand (\$15,000) as of the date of this MOA may be paid out up to no more than the current value of their sick time. Employees who have accumulated sick leave valued at less than fifteen thousand dollars (\$15,000) as of the effective date of this MOA may continue accruing sick time up to a maximum amount of fifteen thousand dollars (\$15,000).

Article XVIII, Section 2, of the Agreement is hereby amended to provide that eligible employees upon retirement shall continue to receive eighty percent (80%) of pay for all accumulated sick leave with the current year of retirement paid on a prorated basis, but in no event shall the payment for accrued but unused sick leave exceed fifteen thousand dollars (\$15,000) except that those employees who have accrued more than fifteen thousand (\$15,000) as of the date of this MOA may be paid out up to no more than the current value of their sick time.

9. Health Insurance Benefits

Article XIX (Health Benefits), Article XX (Prescription Plan and Eye Glass Plan) and Article XXII (Dental Plan) of the Agreement is hereby amended to provide that health insurance benefits provided to employees shall be identical to those provided to Local 245 employees of the City.

10. Longevity

Article XXIV (Longevity) of the Agreement is hereby eliminated in its entirety. Employees shall no longer receive longevity pay as of the effective date of this MOA.

11. Personal Days

Article XXVII, Section 3, of the Agreement is hereby amended to provide that employees shall not be paid for accrued but unused personal days. Accrued but unused personal days may be carried over to the next year.

12. Seniority

Article XXV (Seniority) of the Agreement is hereby amended to provide employees shall be listed in the same order as they were on the effective date of this MOA as to each other. Although for all other purposes they shall be amended to reflect the date each employee was hired by the City.

13. Severance

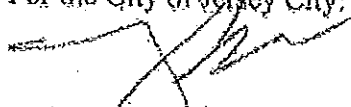
Article XVIII, Section 2, of the Agreement is hereby further amended to provide that severance payments made at retirement shall be limited to the amount accrued as of September 3, 2015 and no additional amounts shall accrue.

14. References

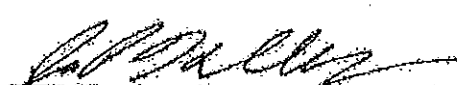
Any and all references in the Agreement to the Jersey City Incinerator Authority and the Authority shall be replaced by the City of Jersey City. Any and all references in the Agreement to the Chief Executive Officer and the Board of Commissioners shall be replaced by the Business Administrator of the City of Jersey City.

This Memorandum of Agreement constitutes the complete agreement of the Parties with respect to changes in the collective negotiations agreement reached between the Merchandise Drivers Local No. 641 and the Jersey City Incinerator Authority and adopted by the Parties as set forth herein.

For the City of Jersey City:

  
Name: Robert J. Kakoleski  
Title: Business Administrator  
Date: April 1, 2016

For Merchandise Drivers Local No. 641

  
Name: James P. Bilicany  
Title: Recording Secretary  
Date: 04-01-2016

Subject to approval by Municipal Council