

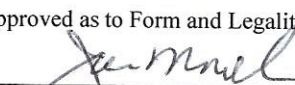
# RESOLUTION

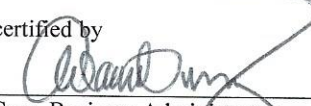
No. \_\_\_\_\_

Date of Adoption \_\_\_\_\_

Approved as to Form and Legality

Factual content certified by

  
\_\_\_\_\_  
John Morelli, Esq., City Attorney

  
\_\_\_\_\_  
Adam E. Cruz, Business Administrator

Councilman /woman \_\_\_\_\_

\_\_\_\_\_ presents the following Resolution:

**RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE MERCER COUNTY BUILDINGS & CONSTRUCTION TRADES COUNCIL FOR THE TEMPORARY HIRING OF QUALIFIED TRADESMEN FOR PUBLIC WORKS PROJECTS (COLLECTIVE BARGAINING AGREEMENTS TO CONTROL WAGES)**

**WHEREAS**, the City of Trenton has determined that there is a need to employ members of the local union trades on an as-need, temporary basis in order to supplement the City's existing workforce; and

**WHEREAS**, the Mercer County Buildings & Construction Trades Council ("Trades Council") has qualified individuals available to provide necessary services in a professional and workmanlike manner; and

**WHEREAS**, the City and Trades Council have discussed terms and conditions for the temporary hiring of qualified tradesmen by the City, with the wages to be paid to any union members to be as specified in the collective bargaining agreements negotiated on behalf of each of the trades in question; and

**WHEREAS**, the City and Trades Council desire to enter into a Memorandum of Agreement ("MOA") with respect to the temporary hiring of union tradesmen;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Trenton, that the Mayor be and is hereby authorized to execute a Memorandum of Agreement with the Mercer County Building & Construction Trades Council for the temporary hiring of qualified union tradesmen; and

**BE IT FURTHER RESOLVED** that the parties hereto agree as follows:

**I. TEMPORARY HIRING OF UNION MEMBERS BY THE COUNTY**

- A. The City agrees to hire, in its sole discretion, as temporary, part-time employees such members of the Trades Council ("union members") as may be required by the City to perform certain construction work and projects on a temporary basis.
- B. The parties acknowledge that the number of union members required and the length of time for which the union members may be required by the City is at the discretion of the City. It is agreed that the Trades Council shall assign and provide such labor and workers as may be required by the City.

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There is no minimum number, nor a maximum number, of union members that may be temporarily hired by the City.

- C. Upon the City's determination that the subject project and/or services have been completed, or at such an earlier time as the City, in its sole discretion, may determine to be appropriate, the City may terminate the City employment of any union members assigned by the Trades Council under this MOA.
- D. Any union member assigned to work for the City under this MOA shall not be deemed to be an employee or agent of the City.

## II. SUPERVISION AND CONTROL OF UNION MEMBERS

- A. The scope of any work to be performed on County projects by union members pursuant to this MOA shall be under the direction of the Mayor and/or a designee assigned by the Mayor. The Trades Council agrees to provide union members to perform such work as may be required by specifications provided by the Mayor, and to perform same pursuant to the direction of the Mayor, and/or such an assigned designee.
- B. It is expressly understood that all union members provided to the City by the Trades Council shall work in concert with the City's full-time employees as well as any City-contracted labor or vendors. The failure of said union members to perform as such shall be considered a breach of this MOA and shall constitute grounds for the City's termination of this MOA.
- C. Any union member assigned to work under this MOA shall wear a City-issued identification badge at all times while performing assigned work and while on City premises. Said identification badge, along with any other City property issued or otherwise in the union member's possession, shall be immediately surrendered upon completion of his or her assignment under this MOA or upon discharge by the City.

## III. WAGES AND BENEFITS

- A. The wages, arbitration provisions, and working conditions of any union members shall be as specified in the most recent collective bargaining agreement ("CBA") negotiated on behalf of each of the trades in question. Copies of the CBA for each of the trades are to be annexed hereto and incorporated herein as *Exhibit A*. The City agrees to follow the terms of the respective CBAs and comply with their provisions, unless same expressly contradict or conflict with the City's policies or the terms of this MOA. In the event of such a conflict, the City policies and/or the terms of this MOA shall control.
- B. On behalf of all of the union members who are assigned to work with the City under this MOA, the Trades Council hereby waives access and claims to any and all compensation benefits from the City, including but not limited to the following:



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1. All employment status as a regularly employed City employee;
2. Status as an employee under the New Jersey Civil Service system;
3. Salary or wages payable as a regularly employed City employee;
4. Paid leave time, such as sick, vacation, personal, compensatory, holiday, etc., as furnished to regularly employed City employees;
5. Access to benefits, terms, and conditions of employment as outlined in collective negotiations agreements applicable to regularly employed City employees;
6. Access to the City employees' health benefits program, to include major medical, prescription, dental, and EAP coverage;
7. Enrollment in, contribution to, or credit toward the New Jersey Public Employees Retirement System, Defined Contribution Retirement Program, or any other State administered retirement plan available to regularly employed City employee;
8. Access to the City employees' IRS Section 457(b) deferred compensation plan;
9. Access to the City employees' IRS Section 125 cafeteria plan and voluntary benefits program;
10. Clothing, uniforms, and/or clothing maintenance allowances that may be furnished to regularly employed City employees;
11. The use of City-owned or City-leased tools, equipment, machinery, vehicles, and/or other apparatus(es) unless expressly authorized by the Mayor and/or the above-described designee.

## **IV. WORKERS' COMPENSATION AND UNEMPLOYMENT INSURANCE**

- A. The City shall provide statutory workers' compensation and unemployment insurance coverage for any union members who may be assigned to work for the City under this MOA.

## **V. TRADES COUNCIL RESPONSIBILITIES**

- A. The Trades Council shall bear the responsibility of ensuring that all union members supplied to the City pursuant to the terms of this MOA are legally authorized to perform work in the United States. It shall be the Trade Council's responsibility to ensure that each union member has completed an I-9 Form and that a copy of each union member's I-9 Form, W-4 Form, and Social Security card are supplied to the City, along with a valid photo identification, prior to his or her assignment under this MOA.
- B. The Trades Council shall be responsible to classify workers according to the terms of their CBA as either journeymen or apprentices.

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For apprentices, the Trades Council shall ensure that such apprentices work under the supervision of a journeyman or foreman. The Trades Council shall immediately notify the City of any changes to an apprentice's status.

- C. The Trades Council shall be responsible for resolving any and all jurisdictional disputes regarding the scope of work of constituent trades, as well as disputes regarding utilization of particular locals with regard to projects in different geographical areas of the City.
- D. The Trades Council shall be responsible for ensuring to the extent possible that the union members assigned to work for the City under this MOA shall be at all relevant times City residents.

## VI. TERMINATION

- A. Either party may terminate this MOA, with or without cause, upon thirty (30) days written notice to the other party.

## VII. NOTICES

- A. All notices, statements, or other documents required by this MOA shall be hand-delivered or mailed to the following designated representatives:
  - 1. The designated representative(s) for the City is/are:  
(NAME AND ADDRESS OF CITY REPRESENTATIVE(S))
  - 2. The designated representative(s) for the Trades Council is/are:  
(NAME AND ADDRESS OF TRADES COUNCIL REPRESENTATIVE(S))

## VIII. MISCELLANEOUS

- A. This MOA shall be governed by and construed in accordance with the laws of the State of New Jersey, except where superseded by federal law.
- B. This MOA shall not be modified or amended except in writing signed by all parties hereto.
- C. This MOA represents the entire agreement between the City and the Trades Council with respect to the subject matter hereof, and all prior oral or written agreements between the City and the Trades Council with respect to such subject matter shall have no further force or effect, including, without limitation, any proposal letters.
- D. The parties expressly represent that the signatories to this MOA have the authority to execute this instrument.

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**IN WITNESS WHEREOF**, the parties have caused this Memorandum of Agreement to be executed the day and year aforesaid.

ATTEST:

CITY OF TRENTON

By: \_\_\_\_\_

Name

\_\_\_\_\_

Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

WITNESS:

BUILDING & CONSTRUCTION  
TRADES COUNCIL

By: \_\_\_\_\_

Name

\_\_\_\_\_

Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BLAKELEY					MUSCHAL					MCBRIDE				
CALDWELL WILSON					RODRIGUEZ									
HARRISON					VAUGHN									

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on \_\_\_\_\_

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
City Clerk