

City Clerk File No. Ord. 12-088

Agenda No. 3.A 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 12-088

TITLE: **An Ordinance Dedicating that the corner of Hutton Street and Palisade Avenue
Also Be Known as
CARLOS NEGRON PLACE**

WHEREAS, Carlos Negron was a lifelong resident of Jersey City. As a child, the house he lived in caught fire and inspired Carlos and his brother, Frank, to pursue their dreams of becoming firefighters; and

WHEREAS, Carlos Negron served in the U.S. Army from 1963 through 1969 during the Vietnam War. In 1973 Carlos became a member of the Gong Club and continued until his untimely passing; and

WHEREAS, on June 1, 1981 Carlos Negron was appointed to the Jersey City Fire Department, fulfilling a lifelong dream and was assigned to Engine 6. He was a founding member of the Hudson County Firefighters Society where he served as Vice President; and

WHEREAS, on March 20, 1993, Carlos Negron, who was off duty, assisted his fellow firefighters at a third alarm fire at 411 Palisade Avenue two blocks from his home. While helping two firefighters raise a ground ladder, Carlos Negron was electrocuted when the ladder touched a power line; and

WHEREAS, the memory of Carlos Negron lives on. The Carlos Negron 5K Run at Liberty State Park, organized by his friends and fellow firefighters has been run on the first Sunday in October since 1993.

NOW, THEREFORE, BE IT ORDAINED that the Municipal Council of the City of Jersey City deems it fitting and proper to dedicate that the corner of Hutton Street and Palisade Avenue also be known as **CARLOS NEGRON PLACE**.

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____

Julie
Business Administrator

Certification Required

Not Required

City Clerk File No. Ord. 12-089

Agenda No. 3.B 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 12-089

TITLE: **ORDINANCE AMENDING CHAPTER 3 (ADMINISTRATION OF GOVERNMENT) ARTICLE III (MAYOR) AND ARTICLE VI (DEPARTMENT ADMINISTRATION) TO REESTABLISH THE DIVISION OF THE MAYOR'S ACTION BUREAU WITHIN THE OFFICE OF THE MAYOR**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:

- A. The following amendments to Chapter 3 (Administration of Government) Article III (Mayor) are hereby adopted:

ADMINISTRATION OF GOVERNMENT
ARTICLE III
Mayor

§3-10. Through §3-18. No Change.

§3-18. - Organization of Office.

The office of the Mayor shall consist of the Mayor and his or her personal staff as authorized by Sec. 2-45 of the City Code.

§3-19. - Office of Municipal Emergency Management.

- A. Within the office of the Mayor there shall be an Office of Municipal Emergency Management, the head of which shall be the Municipal Emergency Management Coordinator.
- B. The Municipal Emergency Management Coordinator shall serve for a term of three years.
- C. The Municipal Emergency Management Coordinator shall be responsible for the planning, activating, coordinating and the conduct of Emergency Management operations within the City of Jersey City and shall be a member and shall serve as chairman of the local Emergency Management Council.
- D. The Municipal Emergency Management Coordinator may appoint one or more Deputy Municipal Emergency Management Coordinators with the approval of the Mayor.

§3-19.1. - Mayor's Action Bureau Created; Head.

There is hereby created a Mayor's Action Bureau, the head of which shall be the Director of the Mayor's Action Bureau.

§3-19.2. - Powers and Duties of the Mayor's Action Bureau.

The Mayor's Action Bureau shall:

- A. Maintain a Mayor's Action Bureau for the purpose of handling citizens' complaints and inquires on all aspects of City services and operations to enhance citizen confidence in government by expediting the handling of citizens' complaints and inquires in coordination with the various departments of City government.
- B. Supervise central telephone switchboard operation.

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ORDINANCE AMENDING CHAPTER 3 (ADMINISTRATION OF GOVERNMENT) ARTICLE III (MAYOR) AND ARTICLE VI (DEPARTMENT ADMINISTRATION) TO REESTABLISH THE DIVISION OF THE MAYOR'S ACTION BUREAU WITHIN THE OFFICE OF THE MAYOR

- B. The following amendments to Chapter 3 (Administration of Government) VI (Department of Administration) are hereby adopted:

**ADMINISTRATION OF GOVERNMENT
ARTICLE VI
Department of Administration**

§3-39. Through §3-42. No Change.

§3-42. - Organization of Department.

The Department of Administration shall consist of the following divisions and offices:

- A. Division of Management and Budget.
- B. Division of Personnel.
- C. Office of Municipal Public Defender.
- D. Division of Purchasing and Central Services.
- E. Division of Communications.
- F. ~~Mayor's Action Bureau.~~ Reserved.
- G. Division of Architecture.
- H. Division of Information Technology.
- I. Division of Engineering, Traffic and Transportation.
- J. Reserved.
- K. Reserved.
- L. Reserved.
- M. Office of Utility Management.
- N. Division of Real Estate.
- O. Division of Economic Opportunity.
- P. Office of Risk Management.
- Q. Division of Collections.
- R. Division of Treasury and Debt Management.
- S. Division of Accounts and Control.
- T. Division of Pension.
- U. Division of Payroll.
- V. Division of Internal Audit.
- W. Office of Tax Abatement.

§3-43. Through §3-49. No Change.

ORDINANCE AMENDING CHAPTER 3 (ADMINISTRATION OF GOVERNMENT) ARTICLE III (MAYOR) AND ARTICLE VI (DEPARTMENT ADMINISTRATION) TO REESTABLISH THE DIVISION OF THE MAYOR'S ACTION BUREAU WITHIN THE OFFICE OF THE MAYOR

~~§3-50. - Mayor's Action Bureau Created; Head;~~

~~[There is hereby created a Mayor's Action Bureau, the head of which shall be the Director of the Mayor's Action Bureau.]~~

~~§3-50.1. - Powers and Duties of the Mayor's Action Bureau.~~

~~[The Mayor's Action Bureau shall:~~

- ~~A. - Maintain a Mayor's Action Bureau for the purpose of handling citizens' complaints and inquires on all aspects of City services and operations to enhance citizen confidence in government by expediting the handling of citizens' complaints and inquires in coordination with the various departments of City government.~~
- ~~B. - Supervise central telephone switchboard operation.]~~

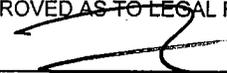
§3-51. Through §3-60.11. No Change.

- C. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- D. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- E. This ordinance shall take effect at the time and in the manner as provided by law.
- F. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: All new material is underlined; words in [brackets] are omitted. For purposes of advertising only, new matter is **boldface** and repealed matter by *italics*.

JM/he
6/20/12

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: _____

APPROVED: 

Business Administrator

Certification Required
Not Required



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 12-090

TITLE: **ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 3 (ADMINISTRATION OF GOVERNMENT) ARTICLE VI (DEPARTMENT OF ADMINISTRATION) AND ARTICLE X (DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT & COMMERCE) OF THE JERSEY City MUNICIPAL CODE**

COUNCIL offered and moved adoption of the following Ordinance:

A. The following amendments to Chapter 3 (Administration of Government) Article VI (Department of Administration) are hereby adopted:

**ADMINISTRATION OF GOVERNMENT
ARTICLE VI
Department of Administration**

§3-51. Purchasing; Division of Purchasing and Central Services.

There is hereby created a Division of Purchasing and Central Services, the head of which shall be the Business Administrator, or, if qualified, his designee. The head of the Division of Purchasing and Central Services shall be a Registered Public Purchasing Specialist (RPPS) and shall have a minimum of four years' experience in commercial or governmental purchasing.

A. Through F. No Change.

G. Bid specifications; minimum hourly pay, ~~[and]~~ benefits and paid leave for ~~[full-time]~~ contractor employees. All purchases, contracts or agreements which require public advertisement for bids under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., shall contain a specification which mandates that certain ~~[full-time]~~ employees of certain entities entering into qualified contracts with the City shall ~~[pay an]~~ be paid a standard hourly rate of pay and ~~provided [health and vacation]~~ paid leave and standard benefits in accordance with the following minimum standards and conditions:

(1) ~~[Those]~~ All employees employed either full time or part time by an entity that has entered into a qualified contract with the City or a contract to furnish janitorial, unarmed security, clerical or food services for any property or premises owned or leased by the City, shall be provided with standard paid leave. ~~[who qualify under this subsection, shall accrue at least five days of paid vacation for the first six months of continuous employment and an additional five days for the second six months of continuous employment under that City contract and shall receive no less than \$2,000 each per calendar year contribution from the entity for the purchase of health and major medical insurance coverage under either a group plan to be purchased by the entity or under any other arrangement mutually agreed to by the employees and the entity. The provisions of this subsection shall apply only to those full-time entity employees performing full-time work exclusively for the City under the entity's qualified contract with the City and exclusively on property either owned or controlled by the City.]~~

(2) Those employees employed either full time or part time by an entity that has entered into a qualified contract with the City, who qualify under this subsection, shall receive an hourly rate of pay of no less than ~~[\$7.50 per hour]~~ the standard hourly rate of pay for the relevant classification for each ~~full~~ full hour of work performed under that contract, and shall receive no less than the standard benefits for the relevant classifications. The contract shall provide for annual adjustments of the standard hourly rate of pay, benefits and paid leave during the term of the contract. The provisions of this subsection shall apply to all part-time and full-time entity employees performing work exclusively for the City under the entity's qualified contract with the City and exclusively on property either owned or controlled by the City.

(3) Every contract to furnish janitorial or unarmed security services for any property or premises owned or leased by the City shall contain a provision indicating the number of hours of work required, and stating the standard hourly rate of pay and benefits for the relevant classification that are applicable to the workers employed in the performance of the contract and shall contain a stipulation that those workers shall be paid not less than the standard hourly rate for the relevant classifications and shall receive no less than the standard benefits for the relevant classifications. The contract shall provide for annual adjustments of the standard hourly rate of pay, benefits and paid leave during the term of the contract. The entity contracting to furnish janitorial or security services shall provide proof that its employees have been provided with the standard rate of pay, benefits and paid leave mandated hereunder. A contracting entity performing janitorial or security services shall also make a good faith effort to hire persons, as janitors or security guards, who are residents of Jersey City. A "good faith" effort means that the Qualified Contractor will advertise in a local newspaper and seek and consider referrals from the Employee Register of the Jersey City Employment and Training Program list. A contracting entity's failure to follow the requirements of this subparagraph may result in termination of the contract.

(4) Remedy. Violation of these provisions shall constitute a breach of contract by the contractor or subcontractor, and such provisions shall be considered to be a contract for the benefit of the building service workers upon which such workers shall have the right to maintain action for the difference between the hourly rate of pay, benefits and paid leave and the hourly rate of pay, benefits and paid leave actually received by them.

~~(3)~~(5) For purposes ~~[of Subsection G(1)]~~ of this section, the word "full time" shall mean those employees who work a minimum of 25 hours per week exclusively under a qualified contract with the City, excluding meal periods; the word "part time" shall mean those employees who work less than 25 hours per week.

~~(4)~~(6) For purposes ~~[of Subsection G(1)]~~ of this section, the words "employee" and "employment" shall include only those employees of an entity that have entered into a qualified contract with the City and who work exclusively under that contract in the job categories of clerical workers, food service workers, janitorial workers and unarmed security guards.

~~(5)~~(7) For purposes ~~[of Subsection G(1)]~~ of this section, the words "qualified contract" shall mean only those contracts awarded by the City, requiring advertisement for bids, under the Local Public Contracts Law, N.J.S.A. 40A:1-1 et seq. ~~[for the exclusive purpose of having the entity provide clerical worker, food service worker, janitorial worker and unarmed security guard services to the City.]~~

~~(6)~~(8) For purposes ~~[of Subsection G(1)]~~ of this section, the word "entity" shall mean any person, partnership, corporation or other form of legally recognized business organization that submits a bid or enters into a qualified contract with the City under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

- ~~[(7) As to Qualified Contracts for janitorial workers and unarmed security guards, the following terms shall prevail. Employees of a contracting entity employed either full time or part time as unarmed security guards or janitorial workers in City buildings performing services pursuant to a Qualified Contract with the City, shall receive an hourly rate of pay of no less than ten dollars and fifty cents (\$10.50) per hour for each full hour of work performed under the contract. In addition, full-time employees will receive not less than the sum of three dollars and ten cents (\$3.10) per hour from the Entity for the purchase of health and major medical insurance coverage. The coverage will be provided under either a group plan to be purchased by the Entity or under any other arrangement mutually agreed to by the employees and the Entity. The Entity shall provide proof that its employees have been provided with the health and major medical insurance mandated hereunder. A contracting entity performing janitorial or security services shall also make a good faith effort to hire persons, as janitors or security guards, who are residents of Jersey City. A "good faith" effort means that the Qualified Contractor will advertise in a local newspaper and seek and consider referrals from the Employee Register of the Jersey City Employment and Training Program list. A contracting entity's failure to follow the requirements of this subparagraph 7, may result in termination of the contract.]~~
- (9) For the purposes of this section, "standard paid leave" shall mean paid leave as provided by the collective bargaining agreement covering the largest number of hourly non-supervisory employees employed within Hudson County in the relevant classification, provided the collective bargaining agreement covers no less than two hundred (200) employees in the classification. If there is no such collective bargaining agreement, the following provision shall apply. Those employees employed full time by an entity that has entered into a qualified contract with the City or a contract to furnish janitorial or security services for any property or premises owned or leased by the City, who qualify under this subsection, shall accrue at least five (5) days of paid vacation for the first six (6) months of continuous employment and an additional five (5) days for the second six (6) months of continuous employment under the same contract.
- (10) For the purposes of this section, "leased by the City" means any agreement whereby a contracting agency contracts for, or leases or rents, commercial office space or commercial office facilities of 10,000 square feet or more from a non-governmental entity provided the City, whether through a single agreement or multiple agreements, leases or rents no less than fifty-one percent (51%) of the total square footage of the building to which the lease applies.
- (11) For the purposes of this section, the "standard hourly rate of pay" shall be 150% of the federal minimum wage, or the hourly rate of pay for work performed within the City under the collective bargaining agreement covering the largest number of hourly non-supervisory employees employed within Hudson County in the relevant classification, provided the collective bargaining agreement covers no less than two hundred (200) employees in the classification, or the hourly rate paid to workers in the relevant classification under a preceding qualified contract, whichever is higher.
- (12) For the purposes of this section, "standard benefits" shall be an hourly supplement furnished by a contractor to an employee in one of the following ways: 1) in the form of health benefits that cost the employer the entire required hourly supplemental amount to provide; 2) by providing a portion of the supplement in the form of health benefits and the balance in cash; or 3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the monetary value of the benefits provided by the collective bargaining agreement covering the largest number of hourly non-supervisory employees employed within Hudson County in the relevant classification, provided the collective bargaining agreement covers no less than two hundred (200) employees in the classification. If there is no such collective bargaining agreement, "standard benefits" shall be an additional hourly rate of \$3.10 provided as a supplement to cover health benefits.

- (13) For the purposes of this section, "relevant classification" shall mean food service worker for food service workers, clerical workers, janitors and security guards.
- (14) For the purpose of this section, "health benefits" shall not include workers compensation insurance, nor shall it include the value of any benefit for which an employee is eligible but for which no payment is actually made by a contractor to the employee or to any other party on the employee's behalf because the employee either does not actually utilize or does not elect to receive the benefit for any reason.
- (15) For the purposes of this section, the annual adjustments of the hourly rate of pay and benefits shall be made in the following way. The annually adjusted hourly rate of pay shall be the previous hourly rate of pay increased by the annual percentage difference between the current New York Metropolitan Area Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for same month of the previous year, or the hourly rate of pay for work performed within the City under the current collective bargaining agreement covering the largest number of hourly non-supervisory employees employed within Hudson County in the relevant classification, provided the collective bargaining agreement covers no less than two hundred (200) employees in the classification, whichever is higher. The benefit rate shall be annually adjusted accordingly.
- (16) The provisions of this section shall apply to all contracts awarded, renewed, modified or extended after the date of enactment of this section. However, to provide an orderly transition for implementation of this section, the City may, after the date of enactment of this section, enter into short-term extensions of extant contracts, so that the extended contract extends no more than ninety (90) days beyond the date of enactment of this section. Such short-term extensions may be exempted from the requirements of this section at the discretion of the City.

H. No Change.

I. No Change.

§3-51.1. No Change.

§3-51.2. No Change.

§3-51.3. Transitional Employment Period.

- A. The City shall give advance notice to a service contractor and any collective bargaining representative of the service contractor's employees that a service contract will be terminated, and the City shall also provide the name, address, and telephone number of the successor contractor or contractors where known. The terminated contractor shall, within five (5) days after receipt of such notice, provide to the successor contractor, the name, address, date of hire, and employment occupation classification of each employee employed at the site or sites covered by the service contract at the time of receiving said notice. If a successor contractor has not been identified by the City by the end of the five (5) day period, the terminated contractor shall provide the information to the City. At the same time that the terminated contractor provides this information to the successor contractor or the City, the terminated contractor shall provide each affected employee with notice of his/her right to obtain employment with the successor contractor.
- B. A successor contractor or subcontractor where applicable shall retain for a 90-day transitional employment period all employees who were employed by the terminated contractor and its subcontractors at the building(s) covered by the terminated contract.
- C. If at any time the successor contractor determines that fewer employees are required to perform the new service contract than had been performing such services under the

terminated contract, the successor contractor shall retain the employees by seniority within job classification. Except for such layoffs, during the 90-day transition period, the successor contractor shall not discharge without cause an employee retained pursuant to this section. During the 90-day transition period, the successor contractor shall maintain a preferential hiring list of those employees not retained, from which the successor contractor or its subcontractors shall hire additional employees from.

D. At the end of the 90-day transition employment period, the successor contractor shall perform a written performance evaluation for each employee retained pursuant to this section. If employee's performance during such 90-day period is satisfactory, the successor contractor or subcontractor shall offer the employee continued employment under the terms and conditions established by the successor contractor or subcontractor or as required by law.

§3-51.2. Compliance.

A. Compliance with this section shall be required in all City contracts to which it applies, and such contracts shall provide that violation of this section shall entitle the City to terminate the contract. In addition, failure to comply with these requirements may ban the contractor from holding contracts with the City for a period of three (3) years. Upon the City's request, the contractor or subcontractor shall make all relevant records available to the City or its designee in order for the City to determine whether the contractor or subcontractor is in compliance with said requirements.

B. An employee displaced or terminated in violation of this section may bring an action in any court of competent jurisdiction against the terminated contractor and/or the successor contractor for violations pursuant to this section.

B. The following amendments to Chapter 3 (Administration of Government) Article X (Department of Housing, Economic Development & Commerce) are hereby adopted:

ADMINISTRATION OF GOVERNMENT

ARTICLE X

Department of Housing, Economic Development & Commerce

§3-76. Division of Economic Development.

A. No Change.

B. No Change.

C. Required wage, benefit and leave standards for building service workers on covered development projects.

(1) Definitions.

(a) For the purposes of this section, "covered developer" means any person receiving economic development financial assistance or a tax abatement pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et. seq., or the Five-Year Exemption and Abatement Law, N.J.S.A. 40A:21-1 et. seq., in relation to a cover development project or a tax abated project, and includes any lessee or assignee of a covered developer or successor in interest of real property that qualifies as a covered development project.

(b) For the purpose of this section, "not-for-profit organization" means an entity that is either incorporated as a not-for-profit corporation under the laws of the state of its incorporation or exempt from federal income tax pursuant to subdivision (c) (3) of section five hundred of the United States internal revenue code.

- (c) For the purposes of this section, "City" shall include but not be limited to the Mayor, the Business Administrator, any City agency, not-for-profit organization, public benefit corporation, or other entity that provides or administers economic development benefits on behalf of the City.
- (d) For the purposes of this section, "covered development project" means a project undertaken by the city for the purpose of improvement or development of real property, economic development, job retention or growth, or other similar purposes where the project has received or is expected to receive financial assistance.
- (e) For the purposes of this section, "economic development financial assistance" means assistance with an anticipated total value of at least one million dollars that is provided in whole or in part by the city to a business organization for the improvement or development of real property, economic development, job retention and growth, or other similar purposes. Financial assistance includes, but is not limited to, cash payments or grants, bond financing, tax exemptions tax increment financing, filing fee waivers, energy cost reductions, environmental remediation costs, write-downs in the market value of building, land, or leases, or the cost of capital improvements related to real property that, under ordinary circumstances, the city would not pay for. Where assistance takes the form of leasing city property at below-market lease rates, the value of the assistance shall be determined based on the total difference between the lease rate and a fair market lease rate over the duration of the lease. Where assistance takes the form of loans or bond financing, the value of the assistance shall be determined based on the difference between the financing cost to a borrower and the cost to a similar borrower that does not receive financial assistance from a city economic development entity. For the purposes of this section, "economic development financial assistance" does not include Community Development Block Grants or Community Services Block Grants funded by the federal government, Urban Enterprise funding or Choice / HOME Program funds.
- (f) For the purposes of this section, "Tax Abated Project" means a project that has a total construction cost that is equal to or exceeds twenty-five million dollars (\$25,000,000), exclusive of any land acquisition costs, for which the City has granted a tax abatement pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et. seq., or the Five-Year Exemption and Abatement Law, N.J.S.A. 40A:21-1 et. seq. However, any project that is being undertaken by a not-for-profit organization or which shall contain more than fifty percent (50%) affordable housing, shall also be excluded.
- (g) For the purposes of this section, the "standard hourly rate of pay" shall be 150% of the federal minimum wage, or the hourly rate of pay for work performed within the city under the collective bargaining agreement covering the largest number of hourly non-supervisory employees employed within Hudson County in the relevant classification, provided the collective bargaining agreement covers no less than two hundred (200) employees in the classification, whichever is higher.
- (h) For the purposes of this section, "standard benefits" shall be an hourly supplement furnished by a contractor to an employee in one of the following ways: 1) in the form of health benefits that cost the employer the entire required hourly supplemental amount to provide; 2) by providing a portion of the supplement in the form of health benefits and the balance in cash; or 3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the monetary value of the benefits provided by the collective bargaining agreement covering the largest number of hourly non-supervisory employees employed within Hudson County in the

relevant classification, provided the collective bargaining agreement covers no less than two hundred (200) employees in the classification. If there is no such collective bargaining agreement, "standard benefits" shall be an additional 20% of the employee's hourly rate of pay provided as a supplement to cover health benefits. For the purposes of this section, "health benefits" shall not include workers compensation insurance, nor shall it include the value of any benefit for which an employee is eligible but for which no payment is actually made by a contractor to the employee or to any other party on the employee's behalf because the employee either does not actually utilize or does not elect to receive the benefit for any reason.

- (2) Every covered developer shall be required to ensure that all janitors and unarmed security guards employed at Covered Development Projects and Tax Abated Projects, including any and all tenants or subtenants of the covered developer, shall be paid not less than the standard hourly rate of pay and benefits for their respective classifications and shall be provided with paid leave in accordance with the provisions of the Jersey City Municipal Code Section 3-51 G(1). Every contract signed by the City for Covered Development Projects and Tax Abated Projects with a business organization shall contain a provision stating the standard hourly rate of pay, the standard benefits and paid leave for janitors and unarmed security guards employed at the premises for which the economic development financial assistance is provided. Such contracts shall contain a stipulation that those workers shall be and/or have been paid not less than the standard hourly rate of pay, shall receive no less than the standard benefits and shall be provided with paid leave in accordance with the provisions of Jersey City Municipal Code Section 3-51 G(1). The obligation of a contractor to pay the standard benefits may be discharged by furnishing the standard benefits 1) in the form of health benefits that cost the employer at least \$3.10 an hour to provide; 2) by providing a portion of the standard benefit in the form of health benefits and the balance in cash; or 3) by providing \$3.10 an hour in cash over and above the standard hourly rate. This provision shall be included in any lease of the covered developer or its tenants and subtenants to insure that the provisions of this ordinance shall apply regardless of whether the janitors or unarmed security guards are directly or indirectly employed by the business organization receiving the economic development financial assistance. The contract shall provide for annual adjustments of the standard rate of pay and benefits during the term of the contract.
- (3) For the purposes of this section, the annual adjustments of the hourly rate of pay and benefits shall be made in the following way. The annually adjusted hourly rate of pay shall be the previous hourly rate of pay increased by the annual percentage difference between the current New York Metropolitan Area Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for same month of the previous year, or the hourly rate of pay for work performed within the city under the collective bargaining agreement covering the largest number of hourly non-supervisory employees employed within Hudson County in the relevant classification, provided the collective bargaining agreement covers no less than two hundred (200) employees in the classification, whichever is higher. The benefit rate shall be annually adjusted accordingly.
- (4) Reporting. All contracts signed by the City for Covered Development Projects or Tax Abated Projects shall require the submission to the business administrator of an annual certification by the covered developer executed under penalty of perjury that all janitors and unarmed security guards employed at a city development project or a tax abated project by the covered developer or under contract or lease or sublease with the covered developer to perform janitorial or security services will be and/or have been paid the standard wage and provided with standard benefits and standard leave for the relevant classifications. Such certification shall include a record of the days and hours worked and the wages and benefits paid to each janitor or unarmed security guards employed at the city development project or under contract with the

covered developer. Such certification shall be certified by the chief executive or chief financial officer of the covered developer, or the designee of any such person. A violation of any provision of the certification, or failure to provide such certification, shall constitute a violation of this section.

- (5) Record keeping. Each covered developer shall maintain original payroll records for each janitor and unarmed security reflecting the days and hours worked, and the wages paid and benefits provided for such hours worked, and shall retain such records for at least six years after the janitorial or security work is performed. The covered developer may satisfy this requirement by obtaining copies of records from the employer or employers of such employees. Failure to maintain such records as required shall create a rebuttable presumption that the janitors or unarmed security guards were not paid the wages and benefits required under this section. Upon written request of the city, the covered developer shall provide a certified original payroll record within ten (10) days of the date of the request.
- (6) Site access. Representatives of the city shall be permitted to have appropriate access to all covered development projects in order to monitor compliance.
- (7) The requirements of this section shall apply for the term of the economic development financial assistance or tax abatement, for ten years from the date that the financially assisted project is substantially complete which ordinarily means the date of the issuance of the first certificate of occupancy for the project, or for the duration of any written agreement between the city and a covered developer providing for financial assistance, whichever is longer.
- (8) Right of action for janitors and unarmed security guards. Violation of this provisions shall constitute a breach of the standard wage and benefit and paid leave provisions of the contract, by the business organization receiving the economic development subsidy and such provisions shall be considered to be a contract for the benefit of the building service workers upon which such workers shall have the right to maintain action for the difference between the standard hourly rate of pay, benefits and paid leave and the rates of pay, benefits and paid leave actually received by them, and including attorney's fees.
- (9) Penalties. In the event of a failure to comply with the provisions of this section, the covered developer shall be provided with a written notice of failure to comply allowing the covered developer ten (10) days to cure the failure to comply. If the covered developer fail to timely cure, then in addition to any other remedies available at law or in equity including termination of the contract, the City shall be permitted to seek the following remedies for the failure to comply with this ordinance:
 - (a) A material breach of any term a) an increase in the amount of the annual service charge of one percent (1%) of the estimated annual payment until the breach is cured; or b) a payment to the City of an amount equal to the greater of two percent (2%) of the annual value of the economic development subsidy or two tenths of a percent (.2%) of the total value of the economic development subsidy;
 - (b) A material breach of this section that continues for a period of six (6) months or more, shall allow the City to terminate the tax abatement or economic development subsidy.
- (10) The Director of Economic Development shall maintain a list of business organizations that have received economic development assistance that shall include, where a written agreement between the city and a business organization providing for financial assistance is targeted to particular real property, the address of each such property. Such list shall be updated and published as often as is necessary to keep

it current. The Director of Economic Development's failure to include a business organization on the list shall not excuse the business organization from its obligations under this section.

- C. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- D. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- E. This ordinance shall take effect at the time and in the manner as provided by law.
- F. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: All new material is underlined; words in [brackets] are omitted.
For purposes of advertising only, new matter is **boldface** and repealed matter by *italics*.

/he
6/20/12

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required

Not Required