

Personnel

EXHIBIT "A"

**MEMORANDUM OF AGREEMENT BETWEEN
CITY OF BAYONNE AND FMBA LOCAL 211**

Agreement made this 20th day of February, 2010 by and between the City of Bayonne (hereinafter the "City") and **Fire Superiors' Association** FMBA Local 211 (hereinafter "Association"):

WHEREAS, the City and the Association are parties to a collective negotiations agreement covering the period of July 1, 2003 through June 30, 2008; and

WHEREAS, the City and the Association have engaged in good faith negotiations for the purpose of reaching a successor collective negotiations agreement; and

WHEREAS, THE City and the Association have reached agreement on all issues which were the subject of such negotiations for a successor agreement, subject to approval by the City Council and ratifications by the membership of Association Local 211:

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth, the parties agree as follows:

Except as herein modified, the terms and conditions of the agreement between the City and the Association for the period July 1, 2003 through June 30, 2008 will remain in full force and effect.

1. **Term:** The term of the new agreement will be for a period of five (5) years commencing on July 1, 2008 through June 30, 2013.

2. **Wages:** There shall be general wage increases during the term of the new agreement in the amounts and effective on the dates set forth below.

First day of first month following the Local's ratification of this MOA.	2%
10/1/2010	2%
04/1/2011	2%
10/1/2011	2%
04/1/2012	3%
10/1/2012	2%
04/1/2013	3%

3. **Longevity:**

(a) For any Firefighters hired by the City before January 1, 2004, longevity shall be as follows:

4 years after appointment date	2%
9 years after appointment date	5%
14 years after appointment date	7%
19 years after appointment date	9%
21 years after appointment date	12%
24 years after appointment date	16%

(b) For any Firefighters hired on or after January 1, 2004, longevity shall be as follows:

9 years after appointment date	2%
14 years after appointment date	4%
17 years after appointment date	6%
19 years after appointment date	9%
21 years after appointment date	12%
24 years after appointment date	16%

(c) The above longevity increments both under 3(a) and (b) for all employees shall be increased as follows:

Effective 1/1/2011
Effective 1/1/2013

1% increase across the board
2% increase across the board

4. Health Benefits:

(a) Effective upon execution of this Memorandum of Agreement, prescription co-payments as follows: generic - \$3 and name brand - \$10. This will apply to all employees and those that retire after the date of ratification of this MOA. Current employees however, will be reimbursed for the difference (if any) for any prescriptions up to the date of ratification of this MOA. Current retirees shall be subject to the \$3/\$10 co-payments and shall be reimbursed by the City for the difference, if any, for any co-payment charged which exceeds the \$3/\$10 co-payments. Reimbursement shall occur no more than 30 days after submission of proof of payment.

(b) Effective upon execution of this Memorandum of Agreement, the cost for Family Dental for any employee who retires shall be shared on a 50/50 basis between the City and retiree. Should the retiree elect to obtain dental coverage other than under the City's plan, the City shall reimburse such retired employees for the actual expenses incurred, upon submission of proof of coverage, at the maximum amount of fifty (50%) percent of the cost of the City's family dental coverage regardless of whether an employee elects dental coverage with costs that exceed the costs of the City's plan or if an employee elects a cheaper dental plan. Reimbursement shall occur no more than thirty (30) days after submission of proof of payment. In no event shall the City reimburse a retiree any amount in excess of the actual expenses incurred by the retiree.

(c) Effective upon execution of this Memorandum of Agreement, the annual deductible for the Family Dental plan shall be \$50 for the active employee, \$50 for the

active employee's spouse, and \$50 per child up to a maximum annual deductible of \$200. If the active employee is without a spouse, the maximum annual deductible for the Family Plan shall be \$150. The cost of annual cleanings, maintenance and x-rays shall not be included in the deductible amount. There shall be no deductible required for employees who retire after the execution of the collective negotiations agreement.

(d) All employees shall be enrolled in the NJ Direct 15 Health Plan as soon as possible at the City's cost or (once employees are able to be enrolled in Direct 15) employees shall have the option to remain in NJ Direct 10. The employees will have to make their decision once all employees are eligible to be enrolled in Direct 15. At that point, employees will be responsible to pay the difference between Direct 10 and 15. Those employees electing to remain in NJ Direct 10 shall then be responsible for paying the difference in the cost of the premium between NJ Direct 10 and NJ Direct 15. The City will establish a Section 125 Plan to enable the employees to pay the difference between the NJ Direct 10 and NJ Direct 15 plans with pre-tax dollars.

(e) It is specifically agreed and understood that all members shall be enrolled in the State Employee Prescription Drug Plan.

(f) For any employees hired after the parties ratify this Memorandum of Understanding, a \$25 per payroll deduction for the cost of health benefits shall be instituted. If the new employee chooses to decline dental coverage, there shall be no deduction.

5. **Terminal Leave Days:** Effective July 1, 2010, terminal leave will be reduced to 175 hours.

6. **Accumulated Retirement Hours Reimbursement:** Any payment for reimbursement of accumulated retirement hours (previously termed "terminal leave and annuity payout" in the previous Memorandum of Agreement and now defined to include vacation, time due adjustments, terminal leave, and sick leave) will now be capped at a maximum of 1,200 hours but will continue to be paid out at the pensionable salary rate of retirement. Time due adjustments are currently adjustment for off-duty training. Any employee hired after ratification of this MOA shall be capped at 400 hours. Any employee who has retired or will retire prior to July 1, 2010, will not be subject to the caps in this paragraph.

7. **Sick Leave Incentive:** All employees will be entitled to earn twenty-four (24) hours compensatory time in any fiscal year if the employee does not utilize sick leave beginning on July 1, 2010. If an employee does not utilize sick leave for six (6) months in any fiscal year, he/she shall earn twelve (12) of those twenty-four (24) hours of compensatory time.

8. **Time Due Adjustments:** Any time due earned prior to July 1, 2010 will be adjusted and credited as per the prior contract. Any time due earned on July 1, 2010 or thereafter, for training or other reasons shall be calculated and credited as follows: Whenever an employee is entitled to time due for training, he/she shall receive compensation at time and one half his regular straight time pay or compensatory time off at time and one half by mutual consent. His/her compensatory time or pay shall computed based solely upon the hours spent in training. For example, if any employee received training for two (2) hours and was entitled to time due, he would receive time due compensation for three (3) hours only.

9. **Vacations:** Due to staffing needs, the parties agree that a Line Battalion Chief will not be considered as one (1) of the three (3) Officers eligible for vacation in any of the annual 22 vacation slots.

10. **Personal Days:** There are no minimum manning requirements. If an employee is granted a personal day seventy-two (72) hours before the requested shift, that employee shall be entitled to utilize said personal day and will not be penalized if the City is subsequently undermanned for the requested shift due to no fault of that employee. A request for a personal day will not be denied for manpower reasons alone when there is sufficient minimum staffing to keep companies open at Chief's discretion to include one Battalion Chief, one Chief's Aide and one MSU.

11. **Jury Duty:** An employee called for jury duty shall be released at 8:00 p.m. on the night prior to the start of jury duty.

12. **Grievance Procedure:** Any appeals beyond the Chief must be copied to the Chief once filed.

13. **Administrative Battalion Chiefs:** There will be three (3) Administrative Battalion Chiefs (Rescue/Special Ops; Training, and Compliance). Administrative Battalion Chiefs schedule will be set by the Chief and will be either Monday to Friday from 8:00 a.m. to 4:00 p.m. or four (4) days a week, per week, ten (10) hours per day. Deputy Fire Chiefs can be reassigned to perform the duties of Battalion Chiefs only on a temporary and emergent basis or as a result of vacation scheduling. The Chief of the Fire Department shall have the discretion to assign employees to serve as Battalion Chiefs in the various administrative and/or operational positions. Thus, a day-tour Battalion Chief may be assigned to the line to assume the

duty of a Group Battalion Chief and, conversely, a Group Battalion Chief may be assigned to assume the duty of a day-tour Battalion Chief, if needed.

Vacation, personal and time due days of Administrative Battalion Chiefs and Administrative Captains will be approved at the discretion of the Chief; which approval will not be unreasonably withheld. For each day-tour off, the employee shall be charged as follows: time due - ten (10) hours (if the day-tour schedule is four (4) days per week) or eight (8) hours if the schedule is five (5) days per week. An Administrative Battalion Chief is entitled to 60 hours per year of personal time (and Administrative Captains are entitled to 48 hrs/year). For any personal days utilized, he/she shall be charged for hours taken as personal days. (i.e.: one (1) day is equal to eight (8) or ten (10) hours depending on the shift). All banked or accumulated personal time will be reimbursed at retirement per hours banked

14. Accumulated Time Printout: Every employee shall be entitled to request and be provided with his/her personal printout of all accumulated time in July of each year.

15. FMBA Local 211 agrees to withdraw any outstanding grievances/complaints relating to the past use of Deputy Chiefs to perform the functions of Battalion Chiefs.

16. The parties agree that any grievances/complaints relating to prescription drug coverage be withdrawn as all issues have been resolved amicably by the parties.

IN WITNESS WHEREOF, the parties have set their hands and seal this

20th day of February, 2010.

For the City of Bayonne

[Signature]

For FMBA LOCAL 211

[Signature], President
[Signature] V.P.

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made this 27th day of July 2004 by and between the CITY OF BAYONNE ("City") and the **BAYONNE FIRE SUPERIORS ASSOCIATION FMBA, LOCAL 211** ("Association");

WHEREAS, the City and the Association are parties to a collective negotiations agreement covering the period July 2, 1997 through June 30, 2003; and

WHEREAS, the City and the Association have engaged in good faith negotiations for the purpose of reaching a successor collective negotiations agreement; and

WHEREAS, the Association has filed grievances seeking "Acting Battalion Chief" Pay and Holiday Pay; and

WHEREAS, the City and the Association have reached agreement on all issues which were the subject of such negotiations for a successor agreement and as partial consideration for the successor agreement the Association agrees to withdraw the "Acting Battalion Chief" and Holiday Pay grievances with prejudice; all of which is subject to approval by the City Council and ratification by the membership of the Association.

NOW, THEREFORE, in consideration of the mutual covenants and undertaking set forth herein, and subject to the terms set forth herein, the parties agree as follows:

1. Except as modified herein, the terms and conditions of the agreement between the City and the Association for the period July 2, 1997 through June 30, 2003, will remain in full force and effect until such time as the terms of that agreement are incorporated in full into a successor agreement. The Association agrees to withdraw with prejudice its grievances which seek pay for "Acting Battalion Chief" and for Holidays.

2. Term – The new agreement (“Successor Agreement”) shall be for a period of five years commencing July 1, 2003 and terminating June 30, 2008.

3. Wages – There shall be general wage increases during the term of the new agreement in the amounts and effective on the dates set forth on Schedule A attached hereto and made part hereof.

4. Longevity – The longevity program under the prior contract shall remain in effect from July 1, 2003 through June 30, 2004. Thereafter, the following longevity program shall be established:

<u>Years of Service</u>	<u>7/1/2005</u>	<u>1/1/2008</u>
4 years	2%	2%
9 years	4%	5%
14 years	6%	7%
19 years	8%	9%
21 years	11%	12%
24 years	14%	16%

The past practice as to entitlement of longevity as set forth in the agreement shall continue.

For all firefighters hired by the City on or after January 1, 2004, the following longevity increments shall be in effect:

<u>Years of Service</u>	<u>7/1/2004</u>	<u>7/1/2005</u>	<u>1/1/2008</u>
9 years	2%	2%	2%
14 years	4%	4%	4%
17 years	6%	6%	6%

19 years	8%	8%	9%
21 years	10%	11%	12%
24 years	12%	14%	16%

5. Holidays - Effective July 1, 2004 and thereafter, paid holidays shall become a part of base pay. No separate payment shall be made for holidays after July 1, 2004. Total holidays will increase according to the following schedule:

- 7/1/2004 - Increase from 48 hours to (60) hours into base.
- 7/1/2005 - Additional (12) hours into base.
- 7/1/2006 - Additional (12) hours into base.
- 7/1/2007 - Additional (12) hours into base.

6. Off-Duty Training Days

(A) When employees receive training during their off-duty time, they shall receive compensatory time off at time and one-half (1 1/2) for such training.

7. Vacations - Upon execution of this agreement, employees may bank up to 480 hours of vacation time commencing with the 10th year of employment.

8. Terminal Leave and Annuity Payment - Effective July 1, 2004, all terminal leave will be paid out in three equal installments. The first installment begins on July 1 following your retirement date. The second payment will be the subsequent July 1 of the following year. The third and final payment will be July 1 of the year following the second payment; all terminal leave (terminal leave hours, banked vacation time, time due, compensatory time and sick leave incentive) will be paid out at the pensionable

salary rate of retirement. Effective January 1, 2007, terminal leave will be reduced from ~~260 hours to 200 hours.~~

9. Sick Leave Incentive - Effective July 1, 2004, employees shall be entitled to 24 hours compensatory time for completion of one fiscal year (July 1 - June 30) with no sick time used. For the period January 1, 2004 to July 1, 2005 employees who qualify for the incentive for that entire period shall receive 36 hours compensatory time credit. Sick time is defined as any illness or injury occurring during off-duty time. Illness or injury related to line of duty occurrences is unrelated to sick time. Compensatory time can be used in accordance with past practice or banked in conjunction with terminal leave.

10. EMT Payment - Effective upon the execution of this contract, employees who are assigned and/or reassigned to the Bayonne Fire Department ambulances and respond as EMT's with said ambulance, regardless if ambulance responds outside of City limits, are entitled to an additional \$75 per day stipend.

11. Health Benefits - Effective upon the execution of the contract, at Medicare age the \$750 annual reimbursement paid to eligible retirees who retired on or after July 1, 2003 will be replaced by Supplemental Medicare insurance which will be NJ Plus or equivalent. If the retiree or spouse when applicable is not eligible for Medicare, the New Jersey Plus or equivalent coverage will continue as the primary coverage. At the employee's option, the City paid prescription program can be replaced by the City paid dental program. The cost of this plan is deducted from the member's retirement check and reimbursed on a monthly basis the first Friday after the first of the month.

Effective upon execution of the contract, future retirees shall receive continuation of health insurance coverage provided they have been employed by the City for at least 20 years and in the PFRS for at least 25 years. If an officer receives a disability pension from PFRS, the officer shall receive continuation of health insurance coverage which will be NJ Plus or equivalent for spouse and eligible dependents.

Effective July 1, 2003, in the event of death of employee, regardless of number of years of service, health insurance coverage which will be NJ Plus or equivalent for spouse and eligible dependents continues until spouse reached Medicare Age (at which point spouse has same rights as employee/retiree would have), and coverage for eligible dependents continues until it terminates under the terms of the plan as it would if the employee/retiree survived. In the event of death of employee and spouse, health insurance coverage for eligible dependents will continue until it terminates under the terms of the plan as it would if the employee/retiree survived.

Effective upon execution of the contract as to health benefits for firefighters hired after execution of the contract, if they choose a plan more expensive than NJ Plus, the employee must pay the difference for dependent coverage. These payments will be made by way of payroll deduction.

12. Prescription Drugs – Effective upon execution of this contract, or as soon thereafter as implemented by the City, whichever is later, the co-pay for prescription drugs as to current employees shall be as follows:

\$0 for generic

\$5 for name brand

\$25 for name brand when generic is available. When doctor's documentation is received by the City stating that generic is not acceptable, employee will be reimbursed \$20.

Effective upon execution of this contract, or as soon thereafter as implemented by the City, whichever is later, the prescription drug plan for all officers hired by the City on or after January 1, 2004 shall be as follows:

\$0 for generic

\$10 for name brand

\$25 for name brand when generic is available. When doctor's documentation is received by the City stating that generic is not acceptable, employee will be reimbursed \$15.

13. Eyeglass Plan - Effective July 1, 2007, the City shall provide up to \$125 reimbursement per member per year for eyeglasses and/or examinations for active members or eligible dependents.

14. Personal Days - Upon execution of this contract, personal days shall be cumulative and may be used, banked, or may be paid for in December of each year as per past practice; an employee, upon execution of this contract, may bank 48 hours of personal time toward retirement to be paid then at the rate of pay at retirement. This shall not reduce or impact upon any benefit which the employee may be entitled to in his or her final year of employment prior to retirement.

15. Acting Pay. Where a deputy chief normally scheduled to work his tour of duty is unavailable for duty, the City shall fill such temporary vacancy with an acting

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Battalion Chief in the evening (1600 hours to 0800 hours) and twenty-four (24) hours on Saturday, Sunday or holidays. The acting Battalion Chief will be paid a minimum rate of pay for the period of time he served in the capacity of acting Battalion Chief as follows:

- A. A "32%" Captain shall receive the full 52% minimum differential for Battalion Chief plus the Captain's longevity entitlement.
- B. All other Captains shall receive 15% above their pay rate plus their longevity entitlement.

16. Consolidation (Elimination of Lieutenant's Rank and Adjustments Related to the Elimination) Effective January 1, 2006, the rank of Lieutenant shall be eliminated and the first rank of Superior Officer shall be Captain with the next higher rank being Battalion Chief and then Deputy Chief and Chief. The ranks of Captain and Battalion Chief will continue to be part of the unit represented by the Association. The consequences of this consolidation plan for Captains and Battalion Chiefs shall be as follows:

- (A) All current Captains and all Lieutenants who are made Captain from the current list which will expire in September 2005 shall continue to be paid at the minimum differential of 32% above the maximum base rate paid to firefighters.
- (B) All current Lieutenants and firefighters who are promoted to Lieutenant between the date of this agreement and September 2005 and therefore become Captains on and after January 1, 2006 by virtue of the elimination of the rank of Lieutenant, shall receive the following compensation:
Effective January 1, 2006 - 18% minimum differential above the

maximum base rate for firefighter

Effective January 1, 2007 - 21% minimum differential above the

maximum base rate paid for firefighter

Effective January 1, 2008 - 26% minimum differential above the

maximum base rate paid for firefighter

- (C) Current firefighters who get promoted directly to the rank of Captain after January 1, 2006 shall have the following wage progression program:
 - At Promotion - 10% minimum differential above the maximum base rate for firefighter
 - First Day of the first anniversary as Captain - 15% minimum differential above the maximum base rate for firefighter
 - First Day of the second anniversary as Captain - 20% minimum differential above the maximum base rate for firefighter
 - First Date of third anniversary as Captain - 26% minimum differential above the maximum base rate for firefighter
- (D) All current Battalion Chiefs shall continue to be paid at the minimum differential of 52% above the maximum base rate paid to firefighter.
- (E) The four Captains currently on the promotional list for Battalion Chief will receive a minimum 52% differential above the maximum base rate paid to firefighter as and when they are promoted to the rank of Battalion Chief.
- (F) All Captains as of January 1, 2006 prior to the elimination of the rank of Lieutenant, shall receive a minimum differential of 52% above the

maximum base rate of firefighter as and when they are promoted to the rank of Battalion Chief.

- (G) All other Captains who are in the salary progression that ends with a minimum differential of 26% above the maximum base rate paid to a firefighter shall be entitled to receive a minimum differential of 41% above the maximum base rate paid to firefighter as and when they are promoted to the rank of Battalion Chief in accordance with the following progression program:

At Promotion - 31%
 minimum differential above the maximum base rate paid to firefighter

First day of the first anniversary
 as a Battalion Chief - 36%
 minimum differential above the maximum base rate paid to firefighter

First day of the second anniversary
 as a Battalion Chief - 41%
 minimum differential above the maximum base rate paid to firefighter

17. Article 3, Vacation - Add: Officers vacations shall be selected by seniority in rank and conducted in three rounds. The senior officer in the higher rank shall select first, then the next senior officer shall select and so on until every officer has selected their first pick. This method shall be repeated for the second and third rounds until all officers have selected their picks.

18. Funeral Leave - Add to last line: Spouses, aunts, uncles and grandparents.

19. Jury Duty - Reflect to add present practice of relieving officer at 6 p.m. the night before provided there is confirmation of requirement to report for jury duty.

20. Compensation for Training – Add: If the department requires that an officer maintain any certification as a condition of employment, then it shall be the department's responsibility to provide the necessary training for that certification.

21. Seniority Rights – Prior to the consolidation of the ranks of Lieutenant and Captain, seniority shall be defined as the highest number of years in the highest rank attained. Example: A Battalion Chief is senior to a Captain and a Captain senior to a Lieutenant regardless of the number of years of employment. However, a Captain with 5 years as Captain and 15 years of employment shall be senior to a Captain with 2 years as Captain and 20 years of employment and so on.

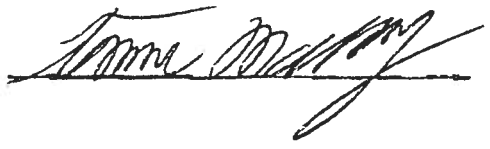
After the consolidation of the rank of Lieutenant and Captain, seniority will be defined as above with the exception that a Lieutenant promoted to the rank of Captain prior to the consolidation will be considered senior to a Lieutenant promoted as a result of the consolidation. This is irregardless of the fact that a Lieutenant promoted due to the consolidation may have more years of employment or more years as an officer than a Captain promoted prior to the consolidation.


IN WITNESS WHEREOF, the parties have set their hands and seals this 23rd

day of July 2004.

For the City of Bayonne:

For Bayonne Fire Superiors Association,
FMBA Local 211:





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AGREEMENT

Between

CITY OF BAYONNE

and

BAYONNE FIRE SUPERIORS ASSOCIATION

FMBA LOCAL 211

EFFECTIVE: July 2, 1997 through June 30, 2003

**FOX AND FOX LLP
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Livingston, New Jersey 07039
(973) 597-0777
Attorneys for BFSA**

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PREAMBLE

This Agreement, made on this 12th day of ^{Dec}~~June~~ 2003, for the period July 2, 1997 through June 30, 2003 by and between the City of Bayonne, hereinafter referred to as the "City" or "Employer", and the Bayonne Fire Superiors Association, FMBA Local 211, hereinafter referred to as the "Association", is designed to maintain and promote a harmonious relationship between the City and such of its employees who are within the provisions of this Agreement, through collective negotiations, in order that a more efficient and progressive public service may be rendered:

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ARTICLE 2

HOURS OF WORK AND OVERTIME

Section 1: Other than those employees assigned to administrative or specialized duties as designated by the Chief of the Fire Department, all employees shall, except in the case of emergency as shall be determined by the Chief of the Fire Department, work a schedule of two 10-hour day shifts followed by 48 hours off, and then to be followed by two 14-hour night shifts, followed by 72 hours off. This schedule shall be accomplished in periods of 8-day rotating cycles and shall, over a period of 8 weeks, average 42 hours per week per member of the Association as aforesaid.

Except for those employees assigned to administrative or specialized duties whose schedules shall remain the same, the work schedule shall consist of one (1) twenty-four (24) hour shift of work followed by 72 hours off. This schedule shall be accomplished in periods of four (4) days rotating cycles and shall, over a period of four (4) weeks, average 42 hours of work per week per member of the Fire Department. There will be appropriate adjustment to contractual time off benefits to offset the change in work schedule as follows:

a. Holidays and Personal Days: The existing benefits of paid holidays and personal days at twelve (12) hours per day shall be maintained. Holidays will continue to be paid at the twelve (12) hours per day rate and Personal Days will be converted to hours that may be used in ten (10) or fourteen (14) hour increments in accordance with the terms of this Agreement and unused personal time will continue to be paid for in December of each year. Effective January 1, 2001, a personal day will be equal to a 24 hour period of time, provided the City does not incur a manpower problem if the personal day is granted. If the City does incur a manpower

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Representation Fee to the Association by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Association membership dues, fees and assessments as certified to the Employer by the Association. The Association may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Employer. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

Section 5. The City, after receipt of written authorization from each individual employee, shall deduct the dues from each pay period as presently deducted and shall transmit them monthly to the Treasurer of the Association.

Section 6. In making the deductions and transmittals as above specified, the City shall rely upon the most recent communication from the Association as to the rate of monthly dues and the proper amount of initiation fee.

Section 7. The written authorization referred to in this Article shall be irrevocable for the period of one (1) year or until the termination date of the applicable collective bargaining agreement between the Association and the City, whichever is the shorter period.

Section 8. The Association agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the City at the request of the Association under this Article.

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ARTICLE 1

RECOGNITION AND AREAS OF NEGOTIATIONS

Section 1. Recognition: The City hereby recognizes the Bayonne Fire Superiors Association, FMBA Local 211 as the exclusive representative of all Fire Department employees holding the rank or title of Battalion Chief and Training Officer and all uniformed Fire Department employees above the rank of firefighter.

Section 2. Areas of Negotiations: This Agreement, subject to statutory provisions, shall govern all wages, hours fringe benefits and other conditions of employment hereafter set forth. It will govern the procedures for adjustments of grievances, and all other related matters.

Section 3. Definitions:

(a) Whenever the term "Employee" shall be used in this Agreement it shall mean and refer exclusively to such employees who are within the collective negotiation unit represented by the Association as aforesaid.

(b) The term "Association" shall mean and refer to the Bayonne Fire Superiors Association.

(c) The term "Employer" or "City" shall mean and refer to the City of Bayonne as well as the City of Bayonne Fire Department.

Section 4. Agency Shop: Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, and any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a

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problem when a 24 hour personal day is requested and the Chief grants the time off, the employee shall be charged for the use of two (2) personal days for the 24 hour time-period. If personal days are paid at the end of the year, as set forth above, payment shall be made based on 12 hours.

b. Vacation: The existing benefit levels of vacation entitlement have been adjusted to one-half of the levels which were effective prior to the implementation of the 24 hour work schedule.

c. Other forms of time off benefits shall be adjusted in similar fashion by conversion to hours. Existing contract provisions and practices other than forms of time off shall remain unaffected by the conversion to a 24 hour shift.

d. This new work schedule shall be on a trial basis for calendar year 1999 and there shall be a notice given by either party to the other party at least sixty (60) days prior to the end of the one year period if either party wishes to revert to current ten (10) and fourteen (14) hour work schedules, together with a statement of reason for its decision to revert. The parties agree that reasons for reverting to the current ten (10) and fourteen (14) hour work schedule should relate to the operation of the Department and may include factors such as failure to reduce sick leave, acting pay and overtime as well as experiences with morale and performance and other such considerations. The Association has the right to participate in any arbitration case concerning revision of the work schedule in which the City may be involved, and there shall be no change in the 24 hour work schedule unless and until decided by arbitration.

Section 2. Overtime

(a) Whenever an employee works in excess of his regularly scheduled work week or daily work schedule as provided for in Article 2, Section 1, he shall receive compensation at time and one half (1-1/2) unless the employee and the Employer agree to compensatory time off in lieu thereof.

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Overtime pay occurs only when an employee is held over in his normal work shift or is called in early for same. No overtime will be paid unless the employee is required to work in excess of one-half hour in which event he will be paid overtime on the basis of hour for hour or portion thereof, including the first half hour. **Example: From 6:00 to 6:30 no pay; from 6:00 to 6:31 one hour's overtime pay.**

Effective January 1, 1999, overtime will be paid when an employee is required to work in excess of fifteen (15) minutes, on the basis of hour for hour or portion thereof, including the first fifteen (15) minutes. **Example: From 6:00 to 6:15 no pay; from 6:00 to 6:16 one hour's overtime pay.**

(b) Overtime will be equalized insofar as possible.

(c) All employees recalled to work will be paid for a minimum of four hours at time and one half their regular straight time pay. If held more than four hours, the employee's pay will be as stated in Article 2, Section 2, part (a).

(d) Employees will be recalled from the next due in group. The Battalion Chief in charge of that group will maintain and follow a list or will see to it that such a list is followed.

(e) The present practice of the Association maintaining and implementing its own overtime list shall continue.

(f) It is agreed that in the event that a special skill is required, the Department has the right to call an officer with that requisite skill without regard to the overtime list.

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ARTICLE 3

VACATION

Section 1. The Fire Department vacation schedule will consist of 22 vacation periods for each of the four groups. Each member assigned to these four work groups will receive 24 work days of vacation. The work days will be divided into three 8 day periods. The 8 work day vacation period will be comprised of four 10 hour days and four 14 hour nights for a total of 96 work hours per period. Each 8 work day vacation period will begin after a 14 hour shift. The vacation period will terminate on the first scheduled 10 hour day immediately following the 8 work days off. The 12 calendar days in lieu of paid holidays allowed each member will be part of his 24 work days of vacation. The schedule of 22 vacation periods will be accomplished between January 1 and December 31 in each year. All of the work days in any of the 22 vacation periods will be accomplished between January 1 and December 31 in each year. All of the work days in any of the 22 vacation periods must fall within these dates. If vacation periods are selected consecutively, the Department shall not be liable for any off days lost. The Fire Department's liability shall be limited to a total of 24 work days only.

Section 2.

(a) The number of officers allowed off during any one period shall not exceed three (3). The method of selection shall be done according to seniority in rank. The senior Company officer in rank within the group shall coordinate vacation selection. The selection of vacations shall be group-wise with each officer entitled to three (3) vacation periods.

(b) Members will be subject to recall with their respective group after the actual working days of the vacation period are completed, so that there would not be members from two vacation periods in a group exempt from recall. In order to maintain manpower during peak vacation periods, personal

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days may be curtailed or eliminated during these periods, at the discretion of the Battalion Chief in charge of the group so affected. The Battalion Chiefs in each group shall supervise, regulate, control and keep records of the vacations in their respective groups.

(c) Members of the uniformed force assigned to special details and to staff functions shall have their vacations administered, controlled, regulated and supervised by the Office of the Chief of the Department. The maximum number of officers (3) allowed out during any one vacation period may be exceeded only with the sanction, the approval, and at the discretion of the Office of the Chief of the Department.

Section 3. Allowance in Lieu of Vacation.

(a) Whenever any officer dies having to his credit any annual vacation leave, terminal leave, personal day, holidays or other time properly accumulated, such entitlement shall be calculated and shall be paid to his estate.

(b) No vacation leave will be granted to those on extended sick leave, with the exception of those injured in the line of duty.

Section 4. Terminal Leave. Employees who retire after 25 or more years of service with the City or based upon traumatic, work related, two-thirds accidental disability pension as defined by statutes, regardless of service years, shall receive two hundred and sixty (260) hours of pay at straight time plus longevity and hazardous material pay where applicable as terminal leave immediately, prior to retirement. Added to such leave shall be all accumulated vacation time due the retiring employee and all personal days, holidays, and other accumulated time. Any employee who retires on accidental disability pension and who subsequently returns to work for the City, must make suitable arrangements, through payroll deductions or otherwise, for reimbursement to the City of any

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terminal leave paid. The retiring employee shall have the option of lump sum payment of terminal leave entitlement for retirements effective between July and September of any calendar year. For retirements effective between October and June, the option of making lump sum payments of terminal leave entitlement shall remain with the City.

Section 5. Deferral of Vacation. Officers may defer up to four (4) vacation periods starting with their 22nd year of employment. Upon retirement, an officer may cash in all deferred vacation time at the pay rate in effect at the time of retirement. The Chief must be notified in writing of a decision to defer by April of the year of deferral.

Section 6. Personal Days. Subject to the needs of the Department and the direction of the Chief, all employees covered hereunder will receive four (4) personal days per calendar year. Battalion Chiefs shall be entitled to receive five (5) personal days per calendar year. These days are non-cumulative and must be taken during each calendar year. Personal leave days which are not used or scheduled to be used by November 30th of any calendar year shall be paid for in December on the basis of a twelve (12) hour day. Effective January 1, 2001, a personal day will be equal to a 24 hour period of time, provided the City does not incur a manpower problem if the personal day is granted. If the City does incur a manpower problem when a 24 hour personal day is requested and the Chief grants the time off, the employee shall be charged for the use of two (2) personal days for the 24 hour time period. If personal days are paid at the end of the year, as set forth above, payment shall be made based on 12 hours.

Section 7. Holidays. Employees covered by this Agreement shall continue to be paid for four (4) holidays (12 hours pay per holiday for a total of 48 hours) per year. These paid holidays will not result in any additional time off and will not be added to base pay. Payment shall be made the second pay period in June of each calendar year. For calendar year 2000 and thereafter,

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payment shall be made in the first pay period of July based upon the rate of pay in effect at the time payment is made. Payment shall be made to each employee by separate check and not in the employee's regular payroll check.

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ARTICLE 4

LEAVES OF ABSENCE

Section 1. Leaves Without Pay. Any employee may be granted, with the approval of the Fire Director, leave of short duration without pay provided he shall make such request to the Chief at least ninety-six (96) hours in advance of the day or dates for which such leave is desired, with an accurate statement for such request. In the event of an emergency, only reasonable notice for such request shall be required.

Section 2. Military Leave. Such leave will be granted in accordance with the Civil Service Rules Revised Edition, April 1971, Rule 4:1-17-3 or as prescribed by law.

Section 3. Special Leave. No employee shall be permitted to exchange a tour or portion thereof with another member, without the written approval of the Chief. Application of such permission to voluntarily exchange tours of duty must be based on good and sufficient reason. No application shall be forwarded for permission to exchange more than one tour of duty at any one time.

Section 4. Sick Leave. Whenever an employee is absent due to sickness for more than two (2) working shifts, a doctor's certificate may be required. A doctor's certificate is required for frequent and habitual absence from duty and when, in the judgment of the Chief, there is reasonable cause for requiring a doctor's certificate. Any employee absent for one month due to sickness shall be subject to physical examination by the doctor assigned by the Chief. Said report is to be forwarded to the Fire Director for review and consideration as to fitness to work. Employees are subject to physical examination by the Department doctor at any time after an absence due to sickness.

Effective in calendar year 2000, any employee who takes no sick time during the calendar year shall receive a \$400.00 stipend. The stipend shall be paid in the first pay period of July. Effective

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in calendar year 2001, and thereafter, the \$400.00 stipend shall be eliminated and an employee who takes no sick time during the calendar year shall have 12 hours added to his terminal leave for each year that the employee takes no sick time. An employee shall not be deemed to have used sick time if he is absent from work due to a documented on-the-job injury.

Section 5. Funeral Leave. Special leave will be granted to employees in case of death of wife, child, parent, grandparent, grandchild, brother, sister, current mother-in-law and current father-in-law, step-mother, step-father, or step-child. Employees so excused shall report for duty at their next regularly scheduled tour of duty after the date of the funeral. The present practice of providing time off on the day of a funeral for aunts and uncles of the employee and the siblings of the employee's spouse shall continue.

*Wife's aunt + uncle
Grandparents*

*12/12/03
[Signature]*

ARTICLE 5

WAGES

Section 1. The parties hereto have negotiated the following base salaries covering the positions and periods of time set forth herein as follows:

	<u>Effective First</u> <u>Pay</u> <u>in July 1997</u>	<u>Effective</u> <u>First Pay</u> <u>in July</u> <u>1999</u>	<u>Effective</u> <u>First Pay</u> <u>in Jan.</u> <u>2000</u>	<u>Effective First Pay</u> <u>in July 2000</u>
Fire Lieutenant	\$56,451	\$58,139	\$59,593	\$61,082
Fire Captain	\$64,919	\$66,860	\$68,532	\$70,244
Battalion Chief	\$74,656	\$76,889	\$78,812	\$80,781
Training Officer	\$74,656	\$76,889	\$78,812	\$80,781

	<u>Effective First Pay</u> <u>in Jan. 2001</u>	<u>Effective First</u> <u>Pay in July</u> <u>2001</u>	<u>Effective First</u> <u>Pay in Jan.</u> <u>2002</u>
Fire Lieutenant	\$62,915	\$64,803	\$66,747
Fire Captain	\$72,352	\$74,523	\$76,759
Battalion Chief	\$83,205	\$85,702	\$88,273
Training Officer	\$83,205	\$85,702	\$88,273

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	^{clothing} EFFECTIVE FIRST PAY JULY 2002	EFFECTIVE FIRST PAY OCTOBER 2002	EFFECTIVE FIRST PAY JANUARY 2003
FIRE LIEUTENANT	\$67,775.00	\$69,808.00	\$71,902.00
FIRE CAPTAIN	\$77,941.00	\$80,279.00	\$82,688.00
BATTALION CHIEF	\$89,632.00	\$92,321.00	\$95,091.00
TRAINING OFFICER	\$89,632.00	\$92,321.00	\$95,091.00

Section 2. The salaries set forth above are intended to maintain a percentage differential between ranks of superior officers covered by this agreement as follows:

(a) There shall be a fifteen (15%) percent differential between the salary paid to top grade firefighter and the salary paid to Lieutenants.

(b) Captains- There shall be a fifteen (15%) percent differential between the salary paid to Lieutenants and the salary paid to Captains.

(3) Battalion Chiefs and Training Officers- There shall be a fifteen (15%) percent differential between the salary paid to Captains and the salary paid to Battalion Chiefs and Training Officers.

(4) The 15% differential between the salary of a top paid firefighter and a Fire Lieutenant, a Fire Lieutenant and a Fire Captain, and a Fire Captain and a Battalion Chief, shall be maintained in accordance with the prior collective bargaining agreement at all ranks.

Section 3. Longevity Increments. All employees with at least four (4) years' service shall, in addition to the salary set forth in Article 5, Sections 1 and 2, receive additional salary payments.

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as follows, on the dates indicated below:

(a) All employees who have been employed for a period of at least four (4) years of service shall receive an additional 2% of their base pay as longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the fourth anniversary of employment.

(b) All employees who have been employed for a period of at least nine (9) years shall receive an additional 4% of their base pay, as longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the ninth anniversary of employment.

(c) All employees who have been employed for a period of at least fourteen (14) years shall receive an additional 6% of their base pay, as longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the fourteenth anniversary of employment.

(d) All employees who have been employed for a period of at least nineteen (19) years shall receive an additional 8% of their base pay, as longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the nineteenth anniversary of employment.

(e) All employees who have been employed for a period of at least twenty-one (21) years shall receive an additional 10% of their base pay, as longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the twenty-first anniversary of employment.

(f) All employees who have been employed for a period of at least twenty-four (24) years shall receive an additional \$500.00 to their base pay, as longevity salary increment. The payment

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of said increment shall commence on the first day of the first payroll period following the twenty-fourth anniversary of employment. Effective July 1, 2001, all employees who have been employed for a period of at least twenty-four (24) years shall receive an additional twelve (12%) of their base pay as the longevity salary increment and shall no longer receive the additional \$500.00 after twenty-four (24) years. The payment of said increment shall commence on the first day of the first payroll period following the twenty-fourth anniversary of employment.

Section 4. Clothing Allowance. During the term of this Agreement, each employee covered hereunder shall, in addition to his salary, be paid the sum of seven hundred fifty (\$750) dollars per year as an allowance for the purchase, care and replacement of uniforms. Said payment shall be paid in two installments to such members or retired members, who have been in the position mentioned above during the six month period immediately preceding the dates when payments shall come due. One-half of the clothing allowance shall come due and payable on the first day of July, and the other one-half shall come due and payable on the twenty-second day of December, in each year. For the purpose of this section, the six month period prior to the first day of July shall be deemed to commence on the first day of January and the six month period prior to the twenty-second day of December shall be deemed to commence on the first day of July.

Effective July 1, 1998, the clothing allowance shall be increased by the sum of \$100.00 to a total of \$850.00 per annum payable at the rate of \$425.00 on the first day of July, and the other one-half shall come due and payable on the twenty-second day of December, in each year.

Effective in calendar year 2000, the clothing allowance shall be paid in the first pay of July of the same calendar year. In addition, effective July 1, 2000, the clothing allowance shall be increased by \$50.00 per annum for a total of \$900.00 per annum, payable at the rate of \$450.00 in the first pay period of July and \$450.00 in the first pay period in December.

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Effective July 1, 2002, the clothing allowance shall be eliminated.

Section 5. Payroll Checks. Payroll checks shall be delivered by approximately 9:00 a.m. barring unforeseen circumstances.

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ARTICLE 6

INSURANCE

Section 1. Accidental Death Insurance and Dismemberment. All employees shall receive the following City-wide group insurance and benefits now subscribed for as follow;

(a) City-wide Group Straight Life insurance of \$2,000.00 except for those members 65 years or older whose coverage shall be \$1,000.00.

City-wide Group Accidental Death and Dismemberment insurance of \$2,000.00, except for those members 65 years or older whose coverage shall be \$1,000.00.

(b) The City agrees to maintain, at no cost to the employee, the presently subscribed for City-wide Group Blue Cross and Blue Shield, and Major Medical or equivalent insurance coverage for employees covered hereunder and their dependants. Should the City consider changing the Health Insurance program, it is required that the City obtain from the proposed new health provider a letter guaranteeing that the level of benefits and dollar reimbursements will be at least equal in every respect to the present plan. This letter must be on company stationary and signed by an officer of the organization who is authorized to make such representations. A copy of this letter is to be presented upon renewal of said health plan to this Association.

Section 2. During the term of this Agreement, the Hospitalization Insurance reimbursement benefit of \$1,200.00 per annum for retirees who met the eligibility requirements as set forth in the 1983-1986 labor contract between the parties, and \$1,300.00 and seventy-five percent per annum for retirees who met the eligibility requirement under the 1987-1988 labor contract shall be maintained. All employees covered by this contract shall be entitled to Hospital Insurance reimbursement benefit subject to the following terms and conditions:

(a) Eligibility - Employees must have been actively employed as a Fire Officer for the City

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of Bayonne on or after January 1, 1989; and must have a least 25 years of service with the City of Bayonne; and must not be on disability or early retirement. This benefit will only be provided for those retirees meeting the eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the City to verify that no other source of insurance coverage is provided for them

(b) Duration - This benefit will be provided until the eligible retiree reaches age 65. Once an eligible retiree hereunder reaches 65, a modified benefit for the retiree only shall be provided as set forth below in ^Rsubparagraph (4). If an eligible retiree dies prior to age 65 and leaves a surviving spouse who was receiving benefits under this plan, such surviving spouse shall continue to receive coverage under this plan as herein defined until the spouse reaches age 65 or obtains insurance coverage from another source.

(c) Description - This benefit shall include reimbursement as herein set forth for the cost of Blue Cross, Clue Shield and Major Medical or equivalent insurance coverage for the retiree or for the retiree and spouse only, whichever is applicable.

(d) Premium Payment - During the term of this Agreement, the City shall be obligated to contribute up to seventy (70%) percent of the cost of coverage for a husband and wife for eligible retirees. If the 70% contribution is sufficient to pay the entire cost of single coverage for an eligible retiree who seeks only single coverage, then the entire cost of single coverage for such retiree will be paid for by the City.

At age 65 and over, the City shall be obligated to contribute up to \$750.00 per year toward the cost of insurance coverage for such eligible retirees but not for the spouse.

If the contributions by the City are not sufficient to pay for the entire cost of premiums, the retiree must make suitable arrangements for payment of the balance of premiums in order for the

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retiree to receive this benefit.

(e) Effective July 2, 1997 employees who have at least 25 years of service with the Fire Department of the City of Bayonne and who retired and are eligible for a pension under the Police and Fire Retirement System and who are not on a disability retirement shall be entitled to health insurance coverage under the ever current health insurance plan of the City with the cost of this benefit to be fully paid for by the City.

This benefit will only be provided until the eligible retiree reaches age 65. If an eligible retiree dies prior to age 65 and leaves a surviving spouse and/or children who are receiving coverage under this plan, such surviving spouse or children shall continue to receive coverage under the plan with the costs fully paid for by the City until the spouse reaches age 65 or obtains insurance from a different source and the children reach the age when family coverage terminates under the terms of the plan. At age 65 and over the City shall be obligated to contribute \$750.00 per year towards the cost of insurance coverage for such eligible retiree but not for the spouse. If the spouse is under age 65, and the retiree reaches age 65, the City shall continue to provide coverage under the plan for the spouse and eligible children with the cost fully paid for by the City until the spouse reaches age 65.

Section 3. The Dental Plan with family coverage and Orthodontics shall continue to be provided to each member of the bargaining unit and his/her dependents with the premiums paid for by the City.

Dental coverage will be 70/30 and orthodontic. The orthodontic coverage provided for under the dental plan shall be Two Thousand (\$2,000.) Dollars per family member. Effective July 1, 2000, the annual dental benefit shall be increased to \$1,300.00 per family member.

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ARTICLE 7

GRIEVANCE PROCEDURE

Section 1. No permanent employee shall be removed, dismissed, discharges, suspended, fined, reduced in rank or disciplined in any other matter except for just cause. If an employee is disciplined and in the judgement of the Association such action was taken by the City without just cause, or if a dispute arises concerning and employee(s) wages, hours or conditions of employment, which wages, hours and conditions are controlled by this Agreement, or which are provided for in any Statute, Ordinance, Rule or Regulation of the Fire Department, adjustments shall be sought by the Association as follows:

- (a) The Association shall submit such grievance in writing to the Deputy Chief of the Fire Department within ten (10) days of the occurrence or event giving rise to the grievance. Within five (5) days thereafter the Deputy Chief shall arrange to meet with the representatives of the Unit for the purpose of adjusting or resolving the grievance.
- (b) If the grievance is not resolved to the satisfaction of the Association by the Deputy chief within five (5) days after such meeting, the Association may present the grievance in writing within seven (7) days thereafter to the Chief. Within seven (7) days after the Chief receives the grievance, the Chief shall arrange to meet with the representatives of the Association for the purpose of adjusting or resolving the grievance.
- (c) If the grievance is not resolved to the satisfaction of the Association by the Chief within five (5) days after such meeting, the Association may present the grievance in writing within seven (7) days thereafter to the Fire Director. Within seven (7) days after the Director receives the grievance, the Director shall arrange to meet with the representatives of the Association for the purpose of adjusting or resolving the

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Section 4. The City shall continue to provide a family prescription plan by Restat Prescription Plan. The City shall pay the premiums. Effective July 1, 1999, the co-pay shall be \$0.00 for generic and \$5.00 for brand name drugs. Generic substitute to be made whenever the generic drug is the medical equivalent of the name brand drug. Retirees shall also be eligible for the prescription plan on the same basis as active Fire Officers are eligible.

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grievance.

- (d) If the grievance is not resolved to the satisfaction of the Association by the Director within five (5) days after such meeting, the Association may present the grievance in writing within seven (7) days thereafter to an arbitrator agreed upon by the parties. If the parties cannot agree upon an arbitrator, the dispute shall be submitted to the Public Employment Relations Commission (PERC) for the appointment of an arbitrator in accordance with the procedures of that Agency. The cost of arbitration shall be borne equally by the City and the Association.
- (e) In a dispute involving a disciplinary action, the Department of Personnel (formerly the Civil Service Commission) or the arbitrator so selected shall have the power to uphold the action of the City or to rescind or modify such action, and such power shall include; but shall not be limited to the right to reinstate a suspended or discharged employee with full back pay, less any income he might have earned during such suspension.
- (f) The time limits specified in the preceding Sections of the Article shall not include Saturdays, Sundays or holidays and such limits may be extended by mutual agreement of all parties. The steps provided for herein may be waived by mutual agreement of the parties.
- (g) If a grievance is not submitted within the prescribed time limits as hereinbefore provided, including the provisions for time limit extensions, it shall be deemed settled. If the City fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore mentioned, including the provisions for time limit extensions, such grievance may be processed to the next step.

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Section 2. The decision of the Arbitrator shall be final and binding on the City, the Association and the employee or employees involved, except in matters involving interpretations of our State Statutes or decision of our State Courts.

Nothing contained herein shall be construed to deny any individual member his right to appeal under Civil Service Rules or regulations, except if he should elect to pursue the arbitration procedure as provided for in the Agreement. An employee must elect to pursue his remedy either through the Department of Personnel (formerly the Civil Service Commission) or by arbitration as he is not entitled to pursue both remedies.

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ARTICLE 8

MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the City possesses the sole and exclusive right to conduct the Fire Department's operations, to manage and direct the affairs of the Fire Department, to fulfill its lawful obligations and that all management rights repose in it. Except as provided herein and by law, the Fire Department shall not be interfered with by the Association and shall have control of its operations, including but not limited to the present practices related to fire fighting, fire prevention, fire watch, rescue, ambulance service, funeral and parade detail, training and drilling and salvage and the supervisory duties of the employees with the respect to overall work, care and maintenance of fire fighting equipment and apparatus, touch-up paint and maintenance of the quarters in a clean, safe and sanitary manner.

Section 2. Memorial Day Parade Detail. The parties herewith confirm that they have an agreement with respect to parade detail for Memorial Day and have revoked and canceled any prior practices, understandings and agreements on this subject. The terms of this agreement are as follows:

- (a) All staff Officers may be required to march in the Memorial Day Parade, and they shall march without additional compensation in either time off or pay.
- (b) The City shall have the right to order any "on duty" Fire Officers to march in the Memorial Day parade without additional compensation in either time off or pay.
- (c) Fire Officers who are "off duty" may volunteer to march in the Memorial Day Parade, and the Association will cooperate with the City by requesting its members to volunteer to march in the parade. No extra compensation in either time off or pay shall be provide in cases where Officers volunteer to march in the parade.

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(d) The City may order in "off duty" Officers to march in the parade, in which event such Officers shall receive compensation in pay at the rate of time and one-half (1 ½) their regular hourly rate for each hour or part thereof spent in mustering for and marching in the parade. This compensation shall be in lieu of any other compensation provided for in this Agreement for Officers performing service on behalf of the City outside their normal duty schedule.

Section 3. It is further agreed and understood that all rights of management are retained by the City and the Fire Department unless otherwise specifically restricted by this Agreement or by law. This right shall include, but shall not be limited to, the right to;

- (a) Direct the employees;
- (b) Hire, promote, transfer, assign and detail;
- (c) Suspend, demote, discharge, or take other disciplinary action for good and just cause. - 3

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ARTICLE 9

RULES AND REGULATIONS

The City may establish and enforce reasonable and just Rules and Regulations in connection with its operation of the Fire Department and maintenance of discipline.

It is understood that employees shall comply with all such Rules and Regulations.

Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a Rule, Regulation, Instruction or Order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the Rule, Regulation, Order or Instruction but with the further provision that such employee or employees may regard the Rule, Regulation, Order or Instruction as a grievance which shall be handled in accordance with the grievance procedure set for in this contract.

In the event that an employee or employees shall refuse to comply with a Rule or Regulation, or shall refuse to execute promptly and efficiently an Instruction or Order of an officer or other superior, the City shall have the right, at its option, to suspend or discharge the offending employee or employees, subject only to the right of the employee or employees to have the suspension or discharge treated as a grievance. This shall not operate as a stay of the suspension of discharge.

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ARTICLE 10

RESPONSIBILITIES OF PARTIES TO THIS AGREEMENT

Section 1. It is recognized that the need for continued and uninterrupted operation of the Fire Department is of paramount importance to the citizens of the City and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the Association, its officers, members, agents or principles will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, picketing, demonstrations, or other similar action which would involve suspension of or interference with normal work performance of the Fire Department.

Section 2. The City shall have the right to discipline or discharge any employee encouraging, suggesting, forming or participating in such a strike, slowdown, picketing, demonstrations, or other such interference, as described in Article 10, Section 1 above.

Section 3. Upon prior notice to the office of the Deputy Chief or the Chief's office and with permission of the officer in command of the company, an officer of the Association shall have access to the premises to handle Association business. If the Deputy Chief or the Chief is unavailable, permission to visit is hereby authorized.

Effective July 1, 2000, the Association President shall be relieved from duty for 50% of his shift to conduct Association business and shall work the balance of his normal tour of duty.

Section 4. Association officers, upon request will have access to copies of the Daily Work Rosters and Overtime Records.

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ARTICLE II

MISCELLANEOUS

Section 1. Personnel File. Employees covered hereunder shall have the right to review their personnel file upon giving reasonable advanced notice of request to the Chief or his designee, and provided there are reasonable intervals of time between such requests. Employees may grieve any adverse material placed in their files after the date this contract is signed.

Section 2. Disciplinary Procedure. If an employee covered hereunder is required to attend a hearing that may lead to disciplinary action, the Association will be served with a copy of all disciplinary notices, and shall have the right to be present at all stages of the disciplinary process unless the officer being disciplined executes a waiver indicating that he does not wish the Association to be notified or be present. This procedure will not be applicable in emergency situations or where the hearing involves criminal charges. In the event criminal charges are involved, the Supreme Court requirements will apply.

Section 3. Association Conventions. The City agrees to provide duly authorized Association representatives with time off to attend Association conventions. The City further agrees to provide the necessary time off with pay for the President and Executive Delegate of the Association to attend the regular and or special monthly meetings at the State F.M.B.A.

Section 4. Acting Assignments. Where a Captain normally scheduled to work tours or duty in a firehouse is unavailable for duty for an entire work day the City shall fill such temporary vacancy with a Lieutenant. These provisions shall not be construed to require the City to fill a Battalion Chief's position with a Captain or a Captain's position with a Lieutenant where the position is permanently vacant due to termination of active employment by the Captain. If a Lieutenant is assigned to be Acting Captain, he will be paid at the minimum base rate of pay of a

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Captain plus Lieutenant's longevity entitlement for the period of time he serves in the capacity of Acting Captain.

Where a Battalion Chief or Training Officer normally scheduled to work his tour of duty is unavailable for duty, the City shall fill such temporary vacancy with a Captain. The acting Battalion Chief or Training Officer will be paid a minimum base rate of pay of a Battalion Chief plus the Captain's longevity entitlement for the period of time he serves in the capacity of Acting Battalion Chief or Training Officer.

Section 5. Overtime Provisions for Scheduled Recall. Whenever a vacancy is created by the absence of a company officer (Captain or Lieutenant) and the City determines to institute overtime to fill that vacancy, a fire superior shall be called to fill such vacancy.

When an overtime situation exists and it has been created by a Battalion Chief or the Training Officer and the City determines to fill the vacancy, a Battalion Chief shall be called to fill such vacancy.

Section 6. Hazardous Material Employees. Those officers regularly assigned to the HazMat Task Force and all Battalion Chiefs shall receive a stipend of \$1,000.00 per year.

All other officers shall continue to receive HazMat Stipends as follows:

- .. Lieutenant \$200.00
- .. Captain \$230.00

Effective January 1, 2001, all HazMat stipends shall be eliminated.

Section 7. Fire Department Safety Committee. The parties hereby agree to establish a health and safety committee to study and make recommendations on matters affecting the health and safety of the Bayonne Fire Department.

The Committee shall consist of two (2) representative of the City and two from the

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Association and shall meet quarterly at a mutually convenient time and place to discuss relevant health and safety issues.

Section 8. Jury Duty.

In counties that have a one day/one trial jury duty procedure, fire officers shall be granted paid leave for the time required to attend to jury duty if it occurs during a regularly scheduled work shift provided they return to work to complete their shift if not selected to serve as a juror or if selected, the case concludes on that first date of jury duty. For all other counties, fire officers shall be relieved from duty by 11:00 p.m. if required to be on jury duty the next day. In such counties, subject to the preceding sentence, fire officers shall return to work to complete their shift if not selected as a juror, or if selected, the case concludes on the first day of jury duty. For all counties, fire officers selected to serve on a jury, when the case continues beyond the first day, shall be granted paid leave from regularly scheduled work shifts until jury service is completed.

Section 9. Working Conditions.

When the outside temperature as measured in Fahrenheit falls below 32 degrees or if the temperature or heat index is above 85 degrees, companies will not be required to do in-service inspections nor take part in any outside training exercises (evaluations, hose test, scba test, drill, etc.). Classroom lectures are not affected by this clause of the Agreement.

Section 10. Duty to Provide Information.

The City shall supply to the Association, all vacation rosters, general orders, rule books, form 4's on any policy in the Fire Department or any other materials that are sent to the Companies or the Battalions.

R. 11/16/03 D. 11/16/03

ARTICLE 12

ALL INCLUSIVE CONTRACT

This agreement in its entirety contains all the benefits employees are entitled to, notwithstanding the established past practices in existence prior to this contract.

1/10/03
D. W. 03

ARTICLE 14

DURATION

This Agreement shall extend through June 30, 2003. Either party wishing to terminate, amend or modify the Agreement must so notify the other party in writing sixty (60) days prior to such expiration date. Within fifteen (15) days of receipt of the notification by either party a conference shall be held between the City and the Association's negotiating committee for the purpose of such amendment, modification or termination of said Agreement. In the event neither party serves such written notice of desire or intention to terminate, amend or modify the Agreement on or before the aforementioned sixty (60) days prior to the expiration of this Agreement, then the Agreement shall continue for one additional year.

Since this agreement is being executed in June, 2003, it is acknowledged that negotiations for a successor agreement effective July 1, 2003 have commenced.

The provisions of this Agreement requiring payment of any sum of money are subject to approval by the Municipal Council by ordinance. This Agreement is further subject to appropriations being available for any of the purposes herein above mentioned, and if not available, the City agrees to exert its *bona fide* and lawful efforts to obtain such appropriations. The parties agree that the payment of new benefits or additional benefits will not commence until the date of ratification by the employees. This Agreement is also subject to the provisions of any State law, court decisions, statutes, Civil Service Rules and Regulations which shall prevail.

1/19/03
M. 1/12/03

ARTICLE 13

SAVINGS CLAUSE

Should any part of any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or any decree of court of competent jurisdiction, such invalidation of such part or portion thereof, shall not invalidate the remaining portion of the Agreement.

19/12/13
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12/13

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their
duly authorized officers this 12th Day of December, 2003.

ATTEST

CITY OF BAYONNE

BY: Terrence Malloy
TERRENCE MALLOY,
BUSINESS ADMINISTRATOR
& FINANCE DIRECTOR

BY: Joseph Doria
JOSEPH DORIA,
MAYOR

ATTEST

BAYONNE FIRE SUPERIORS
ASSOCIATION, FMBA LOCAL 211

BY: [Signature]

BY: Timothy Coughlin
TIMOTHY COUGHLIN, PRESIDENT
FMBA LOCAL 211