

AGREEMENT

Between

CITY OF BAYONNE

and

BAYONNE FIRE SUPERIORS ASSOCIATION

FMBA LOCAL 211

EFFECTIVE: July 2, 1997 through June 30, 2003

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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

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made this 22nd 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 part 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

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.

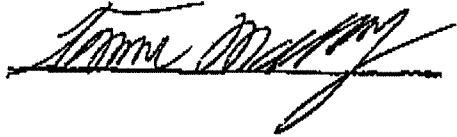
After the consolidation of the rank of Lieutenant and Captain, seniority will be defined as above with the exception that a Lieutenant promoted to the rank of Captain prior to the consolidation will be considered senior to a Lieutenant promoted as a result of the consolidation. This is regardless of 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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