

MEMORANDUM OF AGREEMENT

The City of Bayonne ("City") and the FMBA Local 11 ("FMBA"), hereby agree to this Memorandum of Agreement ("Agreement") with respect to a successor collective negotiations agreement ("CNA") between the parties. This Agreement is subject to ratification of the parties. The parties agree to recommend ratification of this Agreement to their respective membership (the City Council and FMBA members, respectively).

The terms of the Agreement are as follows:

1. The term of the successor CNA shall be from January 1, 2021 to December 31, 2025. Unless otherwise noted, all changes become effective on full ratification.
2. All terms of the existing CNA shall remain in full force and effect, except as modified by this Agreement.
3. The parties shall mutually create and agree upon a successor CNA, including salary guides, which are attached hereto, from the terms of this Agreement.

4. **Article 2 Hours of Work and Overtime**

Clarify Section 3 to provide that (1) City will utilize the then-current Captain promotional list for selecting Firefighters for an Acting Captain position; (2) there will be a rotational list to keep Acting Captain assignments fair and equal among the Firefighters on the promotional list. Firefighters on promotion list may not decline Acting Captain assignment; (3) Acting Captain assignments shall be made from within the group where the vacancy exists; (4) if there is no promotional list or no firefighter on the current promotional list is available to accept the assignment of an Acting Captain position, the City will use seniority to select the Firefighter to serve in the Acting Captain position.

Firefighters may not be involuntarily transferred to a new Group solely due to placement on the promotional list and eligibility for an Acting Captain assignment.

5. **Article 3 Vacation, Holidays and Personal Time**

a. Effective upon full ratification but no later than September 22, 2021 if ratified after that date, 48 hours of personal day time will be added to and included in base pay at each step of the guide at the then rate of pay.

b. Clarify Section 3 that effective January 1, 2022, all firefighters will receive 2 personal days per year.

c. Modify Section 6 as follows:

All terminal leave will be disbursed in three (3) equal payments. The first payment shall be made within sixty (60) days from the date of the notice of intention to retire or on the date of retirement, whichever occurs later. The remaining payments shall be made as follows: The second payment to be made on July 1 of the following calendar year of retirement and the third payment to be made on July 1 of the next calendar year. If the employee should die before all disbursements are made, the City shall make the remaining payments to his/her estate.

6. **Article 4 Leaves of Absence**

In Section 5, add grandchildren, brother-in-law and sister-in-law.

7. **Article 5 Wages**

Increase wages across the board retroactively with backpay as follows:

| | |
|----------|-------|
| 7/1/21 - | 2.00% |
| 7/1/22 - | 2.25% |
| 7/1/23 - | 2.50% |
| 7/1/24 - | 2.50% |
| 7/1/25 - | 2.50% |

8. **Article 6 Insurance**

a. Modify Section 7Biii to provide that fire fighters who do not meet the eligibility requirements of paragraph 7Bv as of 12/31/24 or those who retire after 1/1/25 shall contribute, upon retirement and eligibility to receive City-provided retiree health insurance benefits, 10% of the cost of their City-provided retiree health insurance.

b. Modify Section 6 to increase eyeglasses and/or contacts reimbursement to \$250 per year.



9. **Article 9 Agency Shop and Dues Deduction**

Modify language of Section 4 to conform the Janus decision to wit, add to the end of the first sentence "only upon City receipt of a written document from the employee expressly authorizing said Representation Fee payment in accordance with applicable law."

10. **Article 3 Vacation Holidays, Personal Days**

In Section 1(B)(1), first paragraph, change language from Rescue #1 and Engine Company #4 to Squad #5 and Engine Company #7 and add Engine Company #4 picks by themselves. In Section 1(B)(1), second paragraph, change Squad #5 to Engine Company #4.

FOR THE CITY:

FOR FMBA LOCAL 11:

James M. Davis
James M. Davis, Mayor

Michael Monczewski, President

BY: *DONNA M. RUSSO*
ASST. CITY ATTORNEY

Dated: *9/19/21* WITH AUTHORIZATION

Dated:

[Signature]
DONNA M. RUSSO

Dated: *9/19/21*

Dated:

Bayonne FMBA Local 11
Salary Guide For 2021 - 2025

| | <u>7/1/2020</u> | <u>7/1/2021</u> | <u>9/22/2021</u> | <u>7/1/2022</u> | <u>7/1/2023</u> | <u>7/1/2024</u> | <u>7/1/2025</u> |
|-----------------|-----------------|-----------------|------------------|-----------------|-----------------|-----------------|-----------------|
| Starting | 44,988.39 | 45,888.16 | 46,896.69 | 47,951.86 | 49,150.66 | 50,379.42 | 51,638.91 |
| 1st anniversary | 61,960.36 | 63,199.57 | 64,588.59 | 66,041.83 | 67,692.88 | 69,385.20 | 71,119.83 |
| 2nd anniversary | 68,096.16 | 69,458.08 | 70,984.63 | 72,581.78 | 74,396.33 | 76,256.23 | 78,162.64 |
| 3rd anniversary | 74,230.84 | 75,715.46 | 77,379.52 | 79,120.56 | 81,098.57 | 83,126.04 | 85,204.19 |
| 4th anniversary | 80,365.52 | 81,972.83 | 83,774.41 | 85,659.34 | 87,800.82 | 89,995.84 | 92,246.74 |
| 5th anniversary | 86,500.20 | 88,230.20 | 90,169.31 | 92,198.12 | 94,503.07 | 96,865.65 | 99,287.29 |
| 6th anniversary | 92,637.13 | 94,489.87 | 96,566.59 | 98,739.34 | 101,207.82 | 103,738.02 | 106,331.47 |
| 7th anniversary | 98,770.68 | 100,746.09 | 102,960.29 | 105,276.89 | 107,908.81 | 110,606.53 | 113,371.70 |
| 8th anniversary | 104,906.48 | 107,004.61 | 109,356.37 | 111,816.89 | 114,612.31 | 117,477.62 | 120,414.56 |

| | |
|-------------------------------|-------|
| 7/1/2021 | 2% |
| 9/22/2021 base pay adjustment | |
| 7/1/2022 | 2.25% |
| 7/1/2023 | 2.50% |
| 7/1/2024 | 2.50% |
| 7/1/2025 | 2.50% |

[Handwritten signature]

MUNICIPAL COUNCIL OF THE CITY OF BAYONNE

RESOLUTION NO. 21-09-22-066

WHEREAS, the City of Bayonne and the FMBA Local 11 (collectively the "Parties") are parties to a Collective Negotiations Agreement ("CNA") effective July 1, 2013 through December 31, 2018; and

WHEREAS, said CNA was extended through December 31, 2020 by way of Memorandum of Understanding approved and adopted pursuant to Resolution No. 17-12-13-104 adopted December 13, 2017; and

WHEREAS, negotiating teams met on several occasions in an effort to resolve outstanding and existing labor and contract issues; and

WHEREAS, the City of Bayonne's negotiating team recommended the City agree to the terms set forth in the attached Memorandum of Agreement (Exhibit A), which, among other things, further extends the term of the CNA between the Parties through December 31, 2025 and constitutes the essential terms of a successor agreement between the Parties; and

WHEREAS, based on the negotiating team's recommendation, the Mayor's designee, Donna M. Russo, Assistant City Attorney, executed said Memorandum of Agreement; and

WHEREAS, the Municipal Council is satisfied that the terms set forth in the attached Memorandum of Agreement are beneficial to the City of Bayonne, now, therefore, be it

RESOLVED by the Municipal Council as follows:

1. The City of Bayonne approves and adopts the attached Memorandum of Agreement as resolution of all outstanding issues relating to the successor Collective Negotiations Agreement between the City of Bayonne and FMBA Local 11.

2. The actions of the Mayor's designee, Donna M. Russo, Assistant City Attorney, in executing the attached Memorandum of Agreement are hereby ratified and affirmed.

JFC:nmi

A TRUE COPY

Madeline L. Medina
CITY CLERK