

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.
