

**MEMORANDUM OF AGREEMENT**

Between

City of Jersey City, Hudson County, New Jersey

And the

Uniformed Fire Fighters Association of Jersey City,

I.A.F.F., Local 1066, AFL-CIO, CLC

*THE CITY OF JERSEY CITY AND THE UNIFORMED FIRE FIGHTERS ASSOCIATION OF JERSEY CITY, I.A.F.F., LOCAL 1066, AFL-CIO, CLC, HEREBY AGREE TO THE FOLLOWING AMENDMENTS TO THE CURRENT COLLECTIVE NEGOTIATIONS AGREEMENT, WHICH WILL EXPIRE ON DECEMBER 31, 2020, THE TERM OF WHICH SHALL BE EXTENDED FOR FOUR ADDITIONAL YEARS, JANUARY 1, 2021 THROUGH DECEMBER 31, 2024, WITH THE FOLLOWING ADDITIONS:*

**PREAMBLE**

THIS AGREEMENT, entered into this 9<sup>th</sup> day of MAY, 2019, by and between the CITY OF JERSEY CITY, in the County of Hudson, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter referred to as “the City”, and the UNIFORMED FIRE FIGHTERS ASSOCIATION OF JERSEY CITY, I.A.F.F., LOCAL 1066, AFL-CIO, CLC, hereinafter referred to as “the Union”, represents the complete and full understanding on all negotiable issues between the City and the Union. This agreement, modifying and extending the current Collective Negotiations 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 Local 1066 members, respectively). All terms of the existing Collective Negotiations Agreement shall remain in full force and effect, except as modified by this Memorandum.

**Article 6**

Representation Fee

A. *Amend* Article 6(A) as follows:

Purpose of Fee. If a Fire Fighter does not become a member of the Union during any membership year (i.e., from September 1<sup>st</sup> to the following August 31<sup>st</sup>) which is covered in whole or in part by this Agreement, said Fire Fighter will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the Fire Fighter’s per capita cost of services rendered by the Union as a majority representative. The City’s obligation to deduct this representation fee and to comply with the procedures set forth in this Article is contingent upon the submission of written consent by the Fire Fighter to do so on a form to be provided by the Union.

**Article 10**  
**Vacations**

A.1.c. *Amend as follows:*

Effective 1/1/20, after 5 years of service – Twelve (12) twenty-four (24) hour tours.

A.2. *Amend* paragraph by eliminating subparagraphs (e) and (f), effective 1/1/20.

A.3. *Amend* paragraph by modifying subparagraph (c) as follows: “From five (5) years of service to the end of Nine (9) years of service Eight (8) twenty-four (24) hour tours effective 1/1/20.”

A.3. *Amend* paragraph by modifying subparagraph (d) as follows: “Beginning the tenth (10th) year of service twelve (12) twenty-four (24) hour tours effective 1/1/20.”

A.3. *Eliminate* subparagraphs (e), (f), and (g) effective 1/1/20.

**Article 11**  
**Insurance and Benefits**

C.1. *MODIFY paragraph as follows:* Fire Fighters hired on or after January 1, 2019 shall be required to enroll in the Horizon Blue Cross Blue Shield OMNIA Plan as provided in the description of coverage, or a High Deductible Plan offered by the City. Alternatively, any Fire Fighter hired on or after January 1, 2019 may elect to enroll in any other plan offered by the City but shall pay the difference in cost that is greater than OMNIA plus their Chapter 78 contribution. Fire Fighters hired before January 1, 2019 may voluntarily elect to participate in the OMNIA plan. Any Fire Fighter who voluntarily participates in the OMNIA plan shall receive a bonus of \$500.00 for single coverage and \$1000.00 for all other plans payable in November of each year he/she participates. Fire Fighters hired before January 1, 2019 who move to the OMNIA plan as herein provided may elect to return to the Direct Access Plan or an HMO Plan during subsequent enrollment periods.



C.2. *MODIFY paragraph as follows:*

1. Effective 1/1/21 out-of-network reimbursement will be paid at 60% of usual customary and reasonable.
2. The City will continue to cover out-of-network (OON) chiropractic services for Fire Fighters or dependents who used OON chiropractic services over the last 10 years from the date of this MOA. The Fire Fighter or dependent must have proof of care and is restricted to that practitioner. Effective January 1, 2019, OON chiropractic coverage shall be eliminated for all Fire Fighters and dependents, except for those Fire Fighters and dependents who meet the criteria of the preceding sentence.
3. Effective 1/1/21, out of network per annum deductibles shall be increased to \$500 single and \$1000 for other.
4. Effective 1/1/21, Primary Care office visits shall increase to \$25 and Specialists shall increase to \$35.
5. All Fire Fighters who retire on or after 1/1/21 shall enroll in AETNA Medicare Advantage when Medicare eligible. The Medicare Advantage Plan shall be the same as that which is provided in the State Health Benefits Plan.

P. *MODIFY paragraph as follows:* All Fire Fighters shall, effective 1/1/16, be required to contribute toward the cost of their health insurance benefits provided for in this Article in accordance with the rates set forth in the tables of P.L. 2011, Ch. 78.

1. Retirees and those Fire Fighters with 20 years of service as of June 28, 2011 shall not contribute to the cost of retiree health insurance.
2. Fire Fighters with 20 years of credit as of December 31, 2014 shall only contribute 1.5% of their annual pension toward the cost of their retiree health insurance.
3. Fire Fighters with 20 years of credit as of December 31, 2019 shall only contribute 3.0% of their annual pension toward the cost of their retiree health insurance.
4. Future retirees who do not meet the criteria of paragraphs 1, 2 or 3 above shall contribute to the cost of retiree health insurance pursuant to the rates set forth in the tables of P.L. 2011, Chapter 78.



## Article 21

### Holidays & Compensatory Time Off

D. *Add to paragraph D* that all Fire Fighters assigned to Staff positions shall work a schedule which shall be as follows: 5 days on duty followed by 2 days off, followed by 4 days on duty followed by 3 days off. The schedule shall then repeat itself. The staff work day shall be 8.5 hour days.

G. *Replace paragraph G as follows:* Effective 1/1/20, Fire Fighters will be granted time off, whether a vacation day or a compensatory day or a sick/injury day, until the Department reaches 82 Fire Fighters per group on duty, at which point no additional time off will be granted. This shall apply seven (7) days a week. The Fire Chief, with approval from the Director of Public Safety, which decision shall not be grievable or arbitrable, may grant additional Fire Fighters off below 82 per group. This provision shall apply so long as the Fire Department is staffed with 408 Fire Fighters or above assigned to fire suppression, which number shall exclude Superior Fire Officers.

In the event the number of Fire Fighters assigned to fire suppression falls below 408 the following provision shall apply:

The City of Jersey City will grant the requests of eight (8) Fire Fighters the use of compensatory time off per group. This shall apply seven (7) days a week. However, if the number of Fire Fighters on sick leave exceeds eight (8) per group, the number of Fire Fighters on compensatory time shall be reduced by the number of additional Fire Fighters on sick leave. A total of ten (10) Fire Fighters shall be granted compensatory time on the following listed holidays:

Thanksgiving Day and Night  
Easter Day and Night  
Christmas Eve  
Christmas Day and Night  
New Year's Eve  
New Year's Day and Night  
Labor Day Weekend – Saturday & Sunday  
Memorial Day Weekend – Saturday & Sunday



**Article 22**  
**Salaries and Longevity**

A.1. *Amend paragraph as follows:* Base salary at top step of all the salary guides will be increased as follows:

January 1, 2021 – 1.5%

January 1, 2022 – 1.5%

January 1, 2023 – 1.5%

January 1, 2024 – 1.5%

Fire Fighters in guide shall receive their step increases in each year of the contract. Fire Fighters moving on the salary guide from Step 9 to Step 10 will receive 50% of the Step 10 rate on January 1 and 100% of the Step 10 rate July 1.

*Add* a new 11-step guide for Fire Fighters hired on or after 1/1/19, with a starting salary of \$41,000. The new step will be placed between the current steps 9 and 10, which shall be ½ the difference between step 9 and the then step 10 on 1/1/24. Salary guide to be created.

A.1. *ADD new paragraph in section A.1. as follows:* Effective January 1, 2020, every Fire Fighter hired on or before July 29, 2002 shall have added to their base pay \$2,704 which equals seventy-six percent (76%) of the cost of three (3) twenty-four (24) hour tours valued at top pay in 2019. Salary guide to be created.

A.1. *ADD new paragraph in section A.1. as follows:* Effective January 1, 2020, every Fire Fighter hired on or after July 29, 2002 and before May 2, 2011 shall have added to their base pay \$901, which equals seventy-six percent (76%) of the cost of one (1) twenty-four (24) hour tour valued at top pay in 2019. Salary guide to be created.

A.1. Firefighters hired on or after May 2, 2011 will receive salaries in accordance with the salary guide currently in the contract.

A.3. *Renumber and Modify current paragraph A.3. as follows:* Effective January 1, 2019, any firefighter who was hired on or after May 1, 2011 and before January 1, 2019,



longevity will be computed as a percentage of base pay in accordance with the following schedule: [NO CHANGE TO SCHEDULE IN A.3.]

A.4. *ELIMINATE paragraph and schedule in A.4. and RENUMBER and REPLACE with the following:* Firefighters hired on or after January 1, 2019 shall not be eligible for longevity.

## **Article 28**

### **Terminal Leave**

D. *Modify* this paragraph: Retiree payouts under this Article will be paid out as follows:

1. A payout of \$0 and up to \$75,000 will be paid in lump sum or equal increments up to 5 years, at the employee's discretion.
2. A payout of \$75,001.00 and up to \$150,000 will be paid in 3 equal increments over three (3) years. At the employee's discretion, this payout may be extended up to 5 equal increments over 5 years. If the City and Employee agree, it may be paid in shorter increments, or as a lump sum.
3. A payout of \$150,000.01 and over will be paid in 5 equal increments over 5 years. If the City and Employee agree, it may be paid in shorter increments or as a lump sum.

## **Article 42**

### **Contract Agreements**

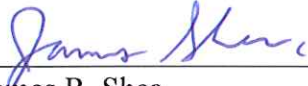
- A. *Change* date to January 1, 2025.
- B. *Eliminate* from this paragraph the phrase "except for salary guide movement and longevity increases."

## **Article 47**

### **Duration of Agreement**

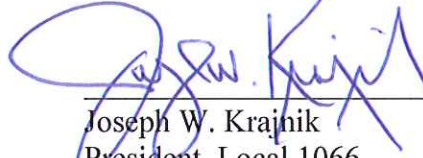
*Add to Article:* The contract shall be extended through December 31, 2024.

**FOR THE CITY:**

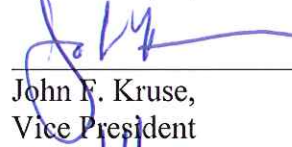


James R. Shea  
Director of Public Safety  
Dated: May 9, 2019

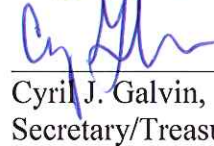
**FOR THE UNION:**



Joseph W. Krajnik  
President, Local 1066  
Dated: May 9, 2019



John F. Kruse,  
Vice President



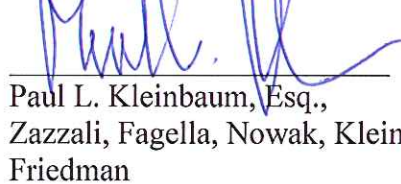
Cyril J. Galvin,  
Secretary/Treasurer

Matthew C. Keller,  
Executive Board Member



Christopher M. Daliani,  
Executive Board Member

Daniel H. Dornacker,  
Executive Board Member



Paul L. Kleinbaum, Esq.,  
Zazzali, Fagella, Nowak, Kleinbaum &  
Friedman

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**UNIFORMED FIRE FIGHTERS ASSOCIATION OF  
JERSEY CITY, I.A.F.F., LOCAL 1066, AFL-CIO, CLC**

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**SALARY PROGRESSION FIRE FIGHTERS HIRED PRIOR TO  
THE 31<sup>ST</sup> OF DECEMBER 2019**

<b>STEP 2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>1</b>	<b>\$41,000*</b>	<b>\$41,000</b>	<b>\$41,000</b>	<b>\$41,000</b>	<b>\$41,000</b>
<b>*EFFECTIVE 1/1/2019</b>					
<b>2</b>	<b>\$45,000</b>	<b>\$45,000</b>	<b>\$45,000</b>	<b>\$45,000</b>	<b>\$45,000</b>
<b>3</b>	<b>\$53,000</b>	<b>\$53,000</b>	<b>\$53,000</b>	<b>\$53,000</b>	<b>\$53,000</b>
<b>4</b>	<b>\$61,000</b>	<b>\$61,000</b>	<b>\$61,000</b>	<b>\$61,000</b>	<b>\$61,000</b>
<b>5</b>	<b>\$69,000</b>	<b>\$69,000</b>	<b>\$69,000</b>	<b>\$69,000</b>	<b>\$69,000</b>
<b>6</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$75,000</b>
<b>7</b>	<b>\$80,000</b>	<b>\$80,000</b>	<b>\$80,000</b>	<b>\$80,000</b>	<b>\$80,000</b>
<b>8</b>	<b>\$84,000</b>	<b>\$84,000</b>	<b>\$84,000</b>	<b>\$84,000</b>	<b>\$84,000</b>
<b>9</b>	<b>\$88,000</b>	<b>\$88,000</b>	<b>\$88,000</b>	<b>\$88,000</b>	<b>\$88,000</b>
<b>10</b>	<b>\$107,945</b>	<b>\$109,564</b>	<b>\$111,207</b>	<b>\$112,875</b>	<b>\$114,568</b>
				<b>\$114,568</b>	<b>\$116,287</b>





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**UNIFORMED FIRE FIGHTERS ASSOCIATION OF  
JERSEY CITY, I.A.F.F., LOCAL 1066, AFL-CIO, CLC**

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**PROGRESSION STEP 10 - PLACING THE VALUE OF THE THREE (3)  
TWENTY-FOUR (24) VACATION DAYS INTO THE BASE SALARY  
EFFECTIVE THE 1<sup>ST</sup> OF JANUARY 2020**

STEP	2019	2020	2021	2022	2023	2024
	\$107,945					
	\$2,705					
10	\$110,650	\$112,310	\$113,995	\$115,705	\$117,441	\$119,203

**NOTE: DOES NOT INCLUDE LONGEVITY STIPENDS!**

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**PROGRESSION STEP 10 - PLACING THE VALUE OF THE ONE (1)  
TWENTY-FOUR (24) VACATION DAY INTO THE BASE SALARY  
EFFECTIVE THE 1<sup>ST</sup> OF JANUARY 2020**

STEP	2019	2020	2021	2022	2023	2024
	\$107,945					
	\$901					
10	\$108,846	\$110,479	\$112,136	\$113,818	\$115,525	\$117,258

**NOTE: DOES NOT INCLUDE LONGEVITY STIPENDS!**

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5/6/2019

