

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-606

Agenda No. 10-W

Approved: JUL 19 2017

TITLE:



A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE UNIFORMED FIRE ASSOCIATION OF THE JERSEY CITY LOCAL 1064, I.A.F.F., AFL-CIO, CLC

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Uniformed Fire Officers Association of Jersey City Local 1064, I.A.F.F., AFL-CIO, CLC; and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City to approve the attached Memorandum of Agreement covering the contractual term from January 1, 2017 through December 31, 2020; and

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and the Uniformed Fire Officers Association of Jersey City Local 1064, I.A.F.F., AFL-CIO, CLC, is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement.

JTW
7/11/2017

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.19.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY UNIFORMED FIRE OFFICERS ASSOCIATION, I.A.F.F. LOCAL 1064, AFL-CIO, CLC.

Initiator

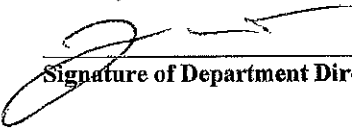
Department/Division	Law Department	Labor & Employment
Name/Title	Jason Watson	First Assistant Corporation Counsel
Phone/email	201-547-4701	jwatson@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The Collective Bargaining Agreement between the City of Jersey City Uniformed Fire Officers Association of Jersey City, I.A.F.F., Local 1064, AFL-CIO, CLC ("Local 1064") expired on December 31, 2016. After bargaining sessions, the City of Jersey City and Local 1064 have entered into a temporary agreement, which terms are enunciated in the attached Memorandum of Agreement ("MOA"). This resolution will authorize the Mayor or Business Administrator to sign a formal labor contract on behalf of the City of Jersey City, the term of which shall be January 1, 2017 through December 31, 2020.

I certify that all the facts presented herein are accurate.


Signature of Department Director

7.11.17
Date

MEMORANDUM OF AGREEMENT

CITY OF JERSEY CITY/IAFF LOCAL 1064

WHEREAS, the City of Jersey City and IAFF Local 1064 are parties to a collective negotiations agreement which expired; and

WHEREAS, the parties negotiated in good faith;

IT IS HEREBY AGREED AS FOLLOWS:

Any language in the contract which expired December 31, 2016 which is not changed by this Memorandum of Agreement shall continue.

1. Both negotiating teams agree to recommend ratification by their respective constituency.

2. Article 1 Union Recognition - amend by deleting "Chief and Chief of Fire Prevention".

3. Article 2 Maintenance and Modification of Work Rules. The parties agree to a limited past practice clause, to wit: Past practice may be used by either party for the purposes of interpreting the language of this contract. Past practice shall not be used for the establishment of a term and condition of employment not based upon contractual language.

3. Article 2. Maintenance and Modification of Work Rules. Paragraph D delete. New Paragraph D: "There shall be no surreptitious recordings of any City employee."

4. Article 2. Maintenance and Modification of Work Rules. Paragraph E. "The parties shall agree and implement a Social Media Policy."

5. Article 2. Maintenance and Modification of Work Rules. Paragraph F. "The practice or providing compensatory days for members serving in the Hazmat Unit is eliminated."

6. Article 4 Leaves of Absence - Add as a new paragraph: "G. In the event that Fire Officers take family leave under the Federal or State law, the Fire Officers shall have the option to use or not use his/her accumulated paid time off."

7. Article 4 Leaves of Absence - Add as a new paragraph: "H. Any Fire Officer on a leave of absence without pay may continue his/her health benefits in accordance with COBRA."



8. Article 9 Work Week - Replace "All other Fire Officers (Detail Personnel) with Staff Fire Officer.

9. Article 9 Work Week - Delete 72 hour notice; requirement that work schedule lasts 8 weeks.

10. Article 9 Work Week - Clarify that line Fire Officers get overtime before Staff Fire Officers for line Fire Officers work.

11. Article 10 Vacations - Vacation shall be drawn by seniority.

12. Article 10 Vacations - Change vacation blocks from 10 blocks of 4 to 20 blocks of 2 in first period, 5 blocks of 4 to 10 blocks of 2 in second period and 6 blocks of 4 to 12 blocks of 2 in third period.

13. Article 10 Vacations - Staff Fire Officers shall receive the same number of vacation hours as line Fire Officers.

14. Article 10 Vacations - If military leave and vacation coincide, the vacation will be rescheduled.

15. Article 10 Vacations - Upon retirement, Fire Officers shall only be paid for a maximum of 2 years vacation.

16. Article 10 Vacations - Reduce conversion to 2 summer days. Delete 2 terminal days. Delete conversion of 2 spring days.

17. Article 10 Vacations - Include right to surrender 50% of vacation for cash (effective 1/1/18).

18. Article 11 Insurance and Benefits - Change:

A. Hospital language to reflect current plan.

B. Out of network - 70% of fair health rate.

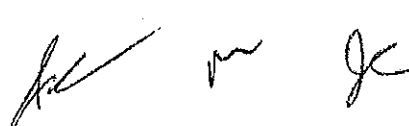
C. Prescription Co-pays

(i) Generic \$5

Preferred Brand \$25

Non-Preferred Brand \$35

Mail Order stays at 2x the amount of a 30 day retail supply

Three handwritten signatures are present at the bottom of the page. The first signature is on the left, the second is in the middle, and the third is on the right.

(ii) The three-tier system shall include the National Preferred Formulary and does not cover compound medication unless, upon appeal exercised by the fire officer, it is determined that the compound prescription is medically necessary and there is no other alternative prescription. Human growth hormone (HGH) or similar drugs to enhance normal functions, such as antiaging, the improvement of athletic performance, or memory enhancing are excluded from coverage, unless upon appeal exercised by the firefighter, it is determined that to be medically necessary and no alternative prescription is available.

(iii) Quantity management to be implemented

(iv) Mandatory Generic prior to the implementation of mandatory generic the City will provide each Fire Officer with a list of currently taken brand name drugs that will be subject to mandatory generic. A procedure will be established for those who wish to continue with brand versus generic drugs. Mandatory generic shall be effective 10/1/17, permitting members time to review and submit medical documentation of the medical necessity for other than a generic drug.

d. The City and the Local shall meet to discuss any and all health insurance issues.

e. Emergency Room co-pay - \$100; doctor visit co-pay - \$20; out-of-network deductible - \$250 for individual and \$500 for family.

f. Eliminate Paragraph E. as duplicative of 12.A. and B.

19. Article 11 - Retirees Benefits

A. Retirees and those Fire Officers with 20 years of service as of June 28, 2011 shall not contribute to the cost of retiree health benefits.

B. Fire Officers with 20 years of credit as of December 31, 2014 shall only contribute 1.5% of their annual pension.

C. Future retirees who do not meet the criteria of paragraphs A and B above shall contribute to the cost of retiree health insurance pursuant to Chapter 78.

D. If an active Fire Officer dies who had 25 years of service, the dependents shall receive retiree health benefits.

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E. In the event that an active Fire Officer dies with less than 25 years of service, the dependents of the Fire Officer shall receive health benefits for 1 year.

20. Article 11 Uniforms

Change to provide 2 sets of protective equipment. Add gear bag and bell cap. Bell caps shall be purchased for newly promoted Captains with the City bearing the cost. Bell caps shall be considered part of the work station uniform.

21. Article 11 Use of personal vehicles

City will provide liability coverage if a Fire Officer is required to use their personal vehicle.

22. Article 11 Legal Advice -Firefighters will be provided with a defense consistent with N.J.S.A. 40A:14-28. The City will pay any civil judgment against the firefighter for compensatory damages only so long as the acts committed by the firefighter upon which the action is based were within the scope of his/her employment and do not constitute actual fraud, malice, willful misconduct or an intentional wrong.

23. Article 12 Injury and Sick Leave

A. In calculating the 1 year of paid leave while injured, the City shall not include the period of time that the Fire Officer is on light duty.

B. A Fire Officer will be dispatched to coordinate in the event of injuries to Firefighters or Fire Officers.

C. If a Fire Officer is on sick leave during a scheduled vacation, the vacation will not be rescheduled.

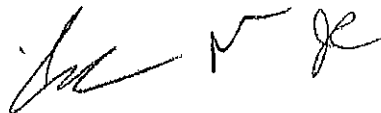
D. Change paragraph E from 6 months to 3 months.

E. Modify paragraph D: "In accordance with procedures established by General Order 2107-___, the City reserves the right to amend this General Order, Local 1064 reserves the right to grieve if the changes are to terms and conditions of employment."

24. Article 14 - Mutual Exchange of Tours of Duty

A. Fire Officers can do a mutual for ten, fourteen or twenty-four hours.

B. There shall be no limit on the number of mutuals.

A handwritten signature in black ink, appearing to be "John R. Jr.", is located at the bottom center of the page.

25. Article 17 - Funeral Leave

A. A Fire Officer may delay the start of bereavement leave due to the delay in burial services.

B. Add stepchildren, stepparents, stepbrother and stepsister.

26. Article 20 - Holidays

Staff Fire Officers shall earn 4 hours of compensatory time for each month worked in a staff position to be utilized to take time off with pay on the 7 listed holidays.

27. Article 20 - Comp Time

A Fire Officer who is working the 10 hour day tour may request the 14 hour night tour off which will be granted if a slot is available.

Compensatory time will be granted to 1 Deputy Chief, 1 Battalion Chief and 3 Captains by tour. On the following holidays, the number of Captains on compensatory time shall increase to 6. Delete current contract language regarding use of compensatory time during summer vacation. 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(Sat/Sun) and Memorial Day Weekend(Sat/Sun).

28. Article 21 - Salaries

The following increases shall be to the top step only.

Effective June 1, 2017 1.5%


Effective January 1, 2018 1.5%

Effective January 1, 2019 1.5%

Effective January 1, 2020 1.95%.

29. Article 21 - Longevity

All Fire Officers who are hired as firefighters after January 1, 2017, shall receive the following longevity.



10 years \$1,000
15 years \$2,000
20 years \$3,000
25 years \$4,000

30. Article 21 - Hazmat Pay

Any Fire Officer assigned as a Captain of a Hazmat unit shall receive a stipend of \$2,000 payable in November of each year. The Hazmat Coordinator shall also be entitled to the above mentioned stipend.

31. Article 24 - Grievance Procedure

Only the City or Local 1064 can demand arbitration.

32. Article 26 - Terminal Leave

The Fire Officer shall receive a mandatory cash payment upon approval by PFRS of the retirement application of the Fire Officer. All Fire Officers shall receive mandatory cash payment for all unused compensatory time and all unused vacation time when that Fire Officer stops working for the Fire Department.

33. Article 30 - Discipline and Discharge

a. Change "Director of Fire" to "Director of Public Safety" throughout Article.

b. Modify paragraph G.2. to state that Formal hearings will be conducted when the penalty sought in the charges preferred against the fire officer is major discipline, and Informal hearings will be conducted when the penalty sought in the charges preferred against the fire officer is minor discipline, consistent with how major and minor discipline are defined by the Civil Service Commission.

c. Modify paragraph G.5. to state that the written reprimand must be served on the officer within 14 days of the Director receiving notice of the occurrence.

34. Article 31 - City Property

The City shall supply snow blowers, industrial grade ice machine and pressure washer.

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35. Article 33 - Acting Appointments

Revise existing language to reflect practice when filling Acting Battalion Chief and Acting Deputy Chief.

Acting Captain matrix shall be OT/AC/OT/AC/OT/AC/OT/AC

36. Article 35 - Emergency Medical Services

If the City decides to provide basic life support or related transportation for the duration of the fire, the City shall immediately notify the Union of its intent and negotiate the terms and conditions of such added responsibility of Fire Officers.

37. Article 37 - Contract Agreements

The contract will be for the period of January 1, 2017 through December 31, 2020. Upon the expiration of the contract, salary guide steps and longevity steps shall not be paid until a new contract is negotiated.


38. Article 41 - Specialty Licenses and Certifications

CBRNE vessel licenses and costs associated with maintaining said licenses will be paid for by the City.


Emergency Medical Technician certification and recertification costs will be paid for by the City.

CITY OF JERSEY CITY

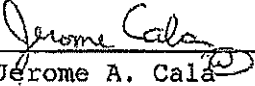
LOCAL 1064



James R. Shea
Director of Public Safety



Peter Nowak, President Local



Jerome A. Cala
Asst. Director of Public Safety

Dated:

Dated: 6/27/17

AGREEMENT

Between

**CITY OF JERSEY CITY,
Hudson County, New Jersey**

- and -

**JERSEY CITY UNIFORMED
FIRE OFFICERS ASSOCIATIONS**

January 1, 2017 through and including December 31, 2020

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PREAMBLE

THIS AGREEMENT, entered into this ___ day of _____, 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 called "The City"), and the JERSEY CITY FIRE OFFICERS ASSOCIATION, LOCAL 1064, I.A.F.F., AFL-CIO, CLC, (hereinafter called "the Union"), represents the complete and final understanding on all bargainable issues between the City and the Union. The terms "Fire Officer" and "Employee" shall be used interchangeably in this Agreement, and the term "male" shall refer to male and female as well. In addition, the term "Association" and "Union" shall be used interchangeably in this Agreement.

WITNESSETH:

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the City and the Association to the end that continuous and efficient service will be rendered to and by both parties, for the benefit of both;

NOW, THEREFORE, it is agreed as follows:

ARTICLE 1
UNION RECOGNITION

A. The City hereby recognizes the Union as the sole and exclusive representative of all uniformed employees above the rank of Fire Fighter, in the Department of Fire, except for Chief and Chief of Fire Prevention, for the purposes of bargaining with respect to hours, wages and other terms and conditions of employment under Chapter 303 of the laws of 1968.

B. The Unit will consist of the ranks of Captain, Deputy Chief, Battalion Chief and Supervisor of Apparatus only.

C. The City agrees not to enter into any other Agreement or contract with its employees, as defined in Article 1 covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 2
MAINTENANCE AND MODIFICATIONS OF WORK RULES

A. All conditions of employment relating to wages, hours of work, and general working conditions contained in the rules and regulations of the Fire Department, Ordinances or Resolutions of the City pertaining to Fire Officers, or written directives from the office of the Fire Chief, or Director of Fire, which are of universal application within the Fire Department, currently in effect, will be maintained for the life of this Agreement. The parties agree to a limited past practice clause, to wit: Past practice may be used by either party for the purposes of interpreting the language of this contract. Past practice shall not be used for the establishment of a term and condition of employment not based upon contractual language.

B. Proposed new rules or modifications of existing rules governing working conditions, as set forth above, which are not exclusively within the discretion of management, will be negotiated with the majority representative prior to implementation.

- C. It is understood that Fire Officers are solely responsible for the cost of all communal meals and that they are required by the City to pay for those meals in the firehouses whether or not the individual chooses to eat the meals.
- D. There shall be no surreptitious recordings of any City employee.
- E. The parties shall agree and implement a Social Media Policy.
- F. The practice of providing compensatory days for members serving in the Hazmat Unit is eliminated.

ARTICLE 3
UNION PRIVILEGES

A. Authorized representatives of the Union, not to exceed three (3) at one time, shall be allowed to visit the Fire Headquarters, Fire Stations, Training School, and Director of Fire and Safety Service's Office, for the purpose of ascertaining whether or not this Agreement is being violated. This right shall be exercised reasonably. Upon entering the premises, the authorized representative(s) shall notify the Department Head, or in his/her absence, his/her authorized representative. He/she shall not interfere with normal conduct of work within the Department.

B. The President of the Union or his/her designee(s) shall be granted flexible time arrangements on a staff schedule (otherwise referred to as: "flex time"), in performing his/her assigned Union duties and functions, and except in emergencies shall be entitled to administer the provisions of this Agreement. At the request of the Fire Director, the Union President or his/her designees shall supply the Fire Director with the hours worked. This provision shall be limited to a maximum of one (1) fire officer who is on active duty.

C. Fire Officers, not to exceed five (5), who are elected officers, delegates, trustees and/or alternates of the Union, shall be granted time off to attend conventions that are authorized by State law, providing Department operations are not impeded by the granting of such request. In addition to the foregoing, Fire Officers, not to exceed four (4), who are elected officers, delegates, trustees and/or alternates of the Association, upon approval of the Director of Fire and Safety Services, or his/her designee, shall be given time off to attend seminars which, in the discretion of the Director of Fire and Safety Services are of value to the Department or the Association. The request shall not be arbitrarily or unreasonably denied.

D. Two (2) members of the Union shall be granted time off to attend State Legislative sessions when bills affecting the welfare of the Union are on the agenda. Any employee attending such meeting or Legislative session shall provide written proof of attendance upon his/her return to work.

E. The negotiating committee of the Union, not to exceed three (3) members in number, shall be excused from regular duty to attend such negotiating sessions as are mutually scheduled by the parties to occur during the normal work time of any members of said Association negotiating committee, and shall suffer no loss of regular pay thereby.

F. The Association shall be provided with bulletin boards in each station or facility and departmental headquarters for the posting of Association notices or other appropriate materials. Such bulletin boards shall be identified with the name of the Association, and the Association may designate persons responsible therefor. A copy of all such notices or other materials shall at the time of its posting be sent to the Director of Fire or his/her designee, and he/she shall retain the right to have such notices or other materials which are detrimental to the good order of the Department removed.

G. I.A.F.F. Local 1064 shall be permitted to maintain offices at 139 South Street. However, if the City deems it necessary to sell or utilize said building for other purposes, I.A.F.F. Local 1064 shall be provided with comparable office space.

ARTICLE 4
LEAVES OF ABSENCE

A. A leave of absence, without pay, for up to six (6) months may be granted for good cause to any Fire Officer who has been employed for a period of one (1) year. Said leave will be granted at the discretion of the City. The leave will be extended for up to an additional six (6) months. Such leave will not be arbitrarily withheld.

B. The Union will be notified immediately of the leaves of absence of any of the Fire Officers within the bargaining unit, also any extensions.

C. Fire Officers on leave of absence will not earn vacation time during such leave. Fire Officers' annual vacation leave will be pro-rated on a monthly basis.

D. The annual vacation leave, in accordance with Article 10, will be pro-rated, based upon the months actually worked.

E. Fire Officers on leave of absence will not receive paid or compensatory holidays during such leave. Holiday time granted pursuant to Article 20 will be reduced by the percentage of the year during which the Fire Officer was on leave. Both compensatory and paid days will be reduced pro-rata to effect the total reduction.

F. Any controversy involving a Fire Officer requesting or participating in a leave of absence shall be grieved in accordance with the grievance procedures set forth in Article 24 of this Agreement.

G. In the event that Fire Officers take family leave under the Federal or State law, the Fire Officers shall have the option to use or not use his/her accumulated paid time off.

H. Any Fire Officer on a leave of absence without pay may continue his/her health benefits in accordance with COBRA.

ARTICLE 5
DUES DEDUCTION

A. The City agrees to deduct from the salaries of its Fire Officers subject to this Agreement dues for the Union. Such deduction will be made in accordance with Chapter 310, Public Laws of 1967, N.J.S.A., 52:14-15.9(e), as amended. Said monies, together with the records of any corrections, will be transmitted to the Union office by the fifteenth (15th) of each month following the monthly pay period in which the deductions were made.

B. If, during the life of this Agreement, there will be any change in the rate of Fire Officers' dues, the Union will furnish to the City written notice thirty (30) days prior to the effective date of such change.

C. The Union will provide the necessary check-off authorization forms and deliver the signed forms to the Fire Department office. The Union will indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that will arise out of or by reason of action taken by the City in accordance with the instructions of the Union pursuant to this Article.

D. Pursuant to Chapter 295 of the Laws of 1977, the City will not deduct dues from the salaries of any Fire Officers in the negotiating unit for an organization other than the Union. Further, the City agrees to terminate all existing dues deductions from unit Fire Officers for organizations other than the Union on July 1 following a request to do so by the Union.

E. The City will deduct from Union member's salaries any assessments or additional dues deductions authorized by the Union's Executive Board following a written request from the Union.

F. Should the Union request the City take out additional dues during either both or one (1) of the non-pension pay periods they will be granted such a request provided a written request signed by the President of the Union with at least a forty-five (45) day notice.

ARTICLE 6
REPRESENTATION FEE

A. Purpose of Fee. If a Fire Officer does not become a member of the Union during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said Fire Officer 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 Officer's per capita cost of services rendered by the Union as a majority representative.

B. Amount of Fee.

1. Notification. Prior to the beginning of each membership year, the Union will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

2. Legal Maximum. In Order to adequately offset the per capita cost of services rendered by the Union as majority representative, the representative fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee.

1. Notification. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the City a list of those Fire Officers who have not become members of the Union for the then current membership year. The City will deduct from the salaries of such Fire Officers, in accordance with paragraph 2 below, the full amount of the representation fee, and promptly will transmit the amount as deducted to the Union.

2. Payroll Deduction Schedule. The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each Fire Officer on the aforesaid list during the remainder of one membership year in question. The deductions will begin with the first paycheck paid:

(a) 10 days after receipt of the aforesaid list by the City

or

(b) 30 days after the Fire Officer begins his/her employment in a bargaining unit position, unless the Fire Officer previously served in a bargaining unit position and continued in the employ of the City in a non-bargaining unit position, or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the Fire Officer's employment in a bargaining unit position, whichever is later.

3. Termination of Employment. If a Fire Officer who is required to pay a representation fee terminates his/her employment with the City before the Union has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said Fire Officer during the membership year in question.

4. Mechanics. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

5. Changes. The Union will notify the City in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any notice.

6. Indemnification. The Union will indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that will arise out of or by reason of action taken by the City in accordance with the instructions of the Union pursuant to this Article.

ARTICLE 7
NON-DISCRIMINATION

A. Neither the City nor the Union will discriminate against any Fire Officer due to that employee's membership, non-membership, participation, lack of participation, or his/her refraining from activity on behalf of the Union.

B. The City will have the right to take disciplinary action in accordance with City policy, the Rules and Regulations of the Department, and Civil Service Rules, for just cause. This paragraph shall only apply to disciplinary action which is not reviewable by appeal to the State of New Jersey, Department of Personnel.

ARTICLE 8
MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith will be limited only to the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

C. The City will publish a Book of Rules after consultation with the Jersey City Fire Officers Association, Local 1064, I.A.F.F., AFL-CIO, CLC, and distribute copies to all Fire Officers, who shall sign receipts for their copy and be responsible for its content. Upon severance for any reason, the Fire Officer shall return the Book of Rules. Failure to return the Book will result in withholding of any payments due the Fire Officer.

D. The appearance, length and style of hair of Fire Officers under the jurisdiction of this Agreement will be that as described in Fire Department General Orders and as may be amended from time to time after consultation, with the Union.

E. A Fire Officer who submits paperwork (489's, overtime reports, requests for training) through the chain of command shall receive a time stamped copy for his/her records.

ARTICLE 9
WORK WEEK

A. Line Fire Officers.

1. The normal work week for all Fire Officers who are line Fire Officers will consist of forty-two (42) hours per week over an eight (8) week cycle.

2. The work schedule for all Line Fire Officers will be twenty-four (24) hours on duty immediately followed by seventy-two (72) hours off duty, which is again immediately followed by twenty-four (24) hours on duty, and so on.

3. The work day of all Line Fire Officers will begin at 0800 hours and continue through 0800 the following day.

4.. Fire Officers will be entitled to up to one hundred twenty (120) minutes early relief upon the arrival of his/her relief, provided no claim for overtime compensation results from his/her relief.

B. Staff Fire Officers.

1. The normal workweek for Staff Fire Officers shall consist of forty (40) hours per week, five (5) days per week, Monday through Friday.

2. The work day will be eight (8) continuous hours and shall commence not earlier than 7:00 a.m. and end not later than 7:00 p.m. within the sole discretion of management. The Chief of the Jersey City Fire Department and/or the Director of the Jersey City Fire Department will, in their discretion, assign flex hours to accommodate the special needs of various staff assignments, school/special projects, etc., notwithstanding the provisions of Article 9(A), and, prior to such accommodations, will notify the Union.

3. A Fire Officer assigned to this work week schedule shall be entitled to one (1) forty-five (45) minute lunch period during his/her eight (8) hour shift. This lunch period shall be scheduled on a staggered basis during the middle of the work day.

C. Temporary Reassignment.

Staff Fire Officers shall be subject to temporary reassignment as line Fire Officers with a temporary change in work schedule to that of line Fire Officers. and provided that any such temporary reassignment shall not be used as part of a disciplinary action. In the event that a Staff Fire Officer is temporarily assigned as a line Fire Officer, the Staff Fire Officer shall work no more than forty (40) hours a week unless all line Fire Officers reject the opportunity to work.

In the event that the Fire Officer works the 24 hour shift on Monday or Tuesday, the Fire Officer shall have the option to schedule the balance of the 40 hour work week.

If the Fire Officer works 3 days at 8 hours (Monday, Tuesday, Wednesday), the Fire Officer shall be limited to 16 hours on Thursday. The 8 remaining hours of the Thursday shift shall be filled by a line Fire Officer.

If the Fire Officer works 4 days at 8 hours (Monday, Tuesday, Wednesday, Thursday), the Fire Officer shall be limited to 8 hours on Friday. The 16 remaining hours of the shift shall be filled by a line Fire Officer.

In the event that no line Fire Officer volunteers to work, Thursday and/or Friday above, the temporary assigned Staff Fire Officer shall be offered the assignment. A Staff Fire Officer unable to work a line Fire Officer vacancy shall not be subject to discipline.

D. Arson Investigation Unit.

The work schedule for all Fire Officers assigned to the Arson Investigating Unit or the Communications Division will be mutually agreed up by the Chief of Fire Department or the Department Director and the Union, depending upon staffing needs to be either: 1. Twenty-four (24) hours on duty immediately followed by seventy-two (72) hours off duty, which is again immediately followed by twenty-four (24) hours on duty; or 2. Eight (8) hours a day for five (5) consecutive days. In the event that the Jersey City Fire Department decides to change the work schedule for a Fire Officer assigned to the Arson Investigating Unit from one duty schedule to the other duty schedule, the Jersey City Fire Department will provide the Fire Officer in question, as well as the Union, thirty (30) days notice in advance of such change.

ARTICLE 10
VACATIONS

A. 1. All current Fire Officers shall receive twelve (12) twenty-four (24) hour tours of vacation annually. It is explicitly agreed that a Fire Fighter who is promoted into the Fire Superior Officers bargaining unit, shall have his/her vacation established at twelve (12) twenty-four (24) hour tours as per this paragraph even if doing so requires a reduction in that promoted Fire Fighters vacation.

2. All Fire Officers who were hired as Firefighters after May 1, 2011 shall receive the following vacations.

Service Years 2 – 4 = six (6) twenty four (24) hour tours

Service Years 5 – 10 = eight (8) twenty four (24) hour tours

Service Years 11 – 15 = ten (10) twenty four (24) hour tours

Service Years 16 – 24 = eleven (11) twenty four (24) hour tours

Service Years 25 -29 = twelve (12) twenty four (24) hour tours

Service Years 30+ = Thirteen (13) twenty four (24) hour tours

B. On January 1, vacation time for each Fire Officer becomes vested for the ensuing year, except that, Fire Officers retiring or otherwise leaving the payroll before July 1, of any year shall receive 50% of the unused vacation time that accrued as of the January 1 of the final year of their employment. Fire Officers leaving the payroll on or after July 1, of any year shall receive 100% of the unused vacation time that accrued as of the January 1 of the final year of their employment.

C. 1. All vacations shall be drawn by seniority in rank.

2. Effective with the vacation drawing, Fire Officers may request to defer two (2) or four (4) twenty-four (24) hour tours of vacation to the Spring (#1) or Fall (#3) vacation periods in lieu of the Summer (#2) vacation period. Such requests must be submitted to the Division Chief before any part of the vacation lottery begins.

3. If a Fire Officer defers vacation, then one (1) additional vacation slot will be assigned during each off season vacation period for these vacations,

4. These slots may be used only for this purpose.

D. In order to prevent the depletion of manpower below critical limits, the following shall apply:

1. For vacations, no more than one (1) line Deputy Chief, City-wide, shall be on vacation at any one time. No more than one (1) line Battalion Chief shall be off at any one time. Captains' vacations shall be limited to the quotient of the number of Captains in a Battalion utilizing the vacation period divided by:

twenty (20) blocks in period 1
ten (10) blocks in period 2 twelve (12) blocks in period 3
based upon vacation blocks of two (2) vacation days

2. Battalion Chiefs shall then pick their vacations at their Division Office. In drawing Battalion Chief vacations, due regard shall be given to the necessity for one (1) Battalion Chief in each Division being required to act as Deputy Chief. The necessity for replacement of Battalion Chiefs by Captains acting as Battalion Chiefs shall be considered in the drawing for Captains' vacations, and the absence of any Battalion Chief acting as Deputy Chief shall be offset by limiting of such periods available for selection by Captains.

3. Captains shall draw in their respective Battalions by groups and in their respective Battalion Chiefs presence. Captains' vacations shall be limited to the quotient of the number of Captains in a Battalion utilizing the vacation period divided by:

twenty (20) blocks in period 1
ten (10) blocks in period 2
(twelve (12) blocks in period 3
based upon vacation blocks of two (2) vacation days

4. Staff Fire Officers shall receive the same number of hours of vacation time as if they were line Fire Officers. Staff Fire Officers are permitted to use single vacation days.

5. After vacations have been selected, approved and submitted, they may not be exchanged, except for reasons classified as "extenuating circumstances" (including sick leaves) satisfactory to and approved by the Chief of Department.

6. Required military leaves which are concurrent with a scheduled vacation shall result in the rescheduling of the vacation.

7. Vacations for Staff Fire Officers shall be handled through the Office of the Chief of Department.

8. Line Captains without a bid spot shall pick in the Battalion draw as if the assignment were permanent.

9. Tabulations of vacation drawings shall be forwarded to the office of the Chief of Department.

E. 1. Fire Officers may defer an entire year's vacation to be accrued for retirement purposes. Upon retirement, Fire Officers shall only be paid for a maximum total of two (2) years vacation. Ex., Fire Officers entitled to twelve vacation days shall be eligible to be paid for twenty-four (24) days..

2. Fire Officers may convert two (2) Summer vacation days into compensatory days. Fire Officers must file their request for such a conversion (vacation days to compensatory days) through the Office of the Chief of Department prior to vacation picks. Should any portion of the converted days not be utilized during the calendar year, they will be cashed in at the next calendar year compensatory time buy back.

3. The City will supply all Fire Officers a written record of all deferred vacations as of April 15th of each year. All accrued time, including but not limited to compensatory time.

F. Effective January 1, 2018, Fire Officers may sell fifty (50%) percent of their annual vacation days in twenty-four (24) hour blocks by giving notice to the Chief of the Department prior to vacation picks. Such compensation shall be paid at the rate of twenty-four (24) hours pay for every twenty-four (24) hour block of vacation sold and shall be paid to the Fire Officers no later than May at the annual compensatory time buy back.

ARTICLE 11 **INSURANCE & BENEFITS**

A. Hospitalization:

1. All employees shall be entitled to choose Direct Access, Blue Cross/Blue Shield or one of the HMO Plans. The out-of-network benefits shall be paid at seventy (70%) percent of the Fair Health rate. The Emergency room co-pay shall be \$100.00. The doctor visit co-pay shall be \$20.00. The out-of-network deductible shall be \$250.00 for individuals and \$500.00 for family.

2. The City reserves its right to change the carrier with whom it contracts to provide these services for its employees. The level of benefits will be substantially equivalent to those provided on the date immediately preceding the effective date of any change. In the event the City decides to change insurance carriers, it will provide notice of the change to the Union and a comparison of benefits at least thirty (30) days prior to the implementation of the change.

B. Life Insurance. The City will provide for life insurance in the amount of \$10,000.00 and additional accidental death and dismemberment insurance in the amount of \$10,000.00 for each Fire Officer. It is the intent of the City to provide each Fire Officer with a \$5,000.00 life insurance policy upon regular retirement, provided that this is not in conflict with State law.

C. Optical. The maximum optical reimbursement will be \$125.00 per calendar year for each Fire Officer, spouse or dependent child.

D. Prescription Plan.

1. No sooner than October 1, 2017, the City will provide a prescription drug plan for active employees with the following co-pays that apply on a per prescription basis:

Generic Brand/\$5
Preferred Brand/\$25
Non-Preferred Brand/\$35

Mail Order – 2 times the retail cost (90 day supply is 2 times the amount of a 30 day retail supply).

\$100.00 co-pay on retail prescriptions up to thirty (30) day supply that cost over \$1000.00.

Mail Order – 90 day Mail Order:

Rx Costing	\$1,000 - \$1,999 =	\$50 co-pay
	\$2,000 - \$2,999 =	\$100 co-pay
	\$3,000 plus =	\$150 co-pay

2. Effective October 1, 2017, prescriptions shall be filled with the generic equivalent only. If the Fire Officer desires the brand name, the Fire Officer shall pay the generic co-pay and the difference in cost of the generic and brand name.

The Fire Officer has the right to appeal the refusal to fill the prescription with the brand. The Fire Officer shall direct his/her treating doctor to complete an appeal form supplied by the City. If the appeal is successful and the Fire Officer paid for the brand, the Fire Officer shall be reimbursed.

If unsuccessful, a second appeal can be filed to an independent organization not affiliated with the existing prescription provider.

At least ninety (90) days prior to the implementation of the mandatory generic program (set forth above), the City will make available the necessary forms to file an appeal. This appeal will be filed by Fire Officers or dependents who wish to continue with a brand and not generic. The second appeal for independent review will also be available.

The City will provide each Fire Officer with a list of currently taken brand that will be subject to mandatory generic.

3. The three-tier system shall include the National Preferred Formulary and does not cover compound medication, unless, upon appeal exercised by the fire officer, it is determined that the compound prescription is medically necessary and there is no other alternative prescription. Human growth hormone (HGH) or similar drugs to enhance normal functions, such as antiaging, the improvement of athletic performance, or memory enhancing are excluded from coverage, unless upon appeal exercised by the fire officer, it is determined that to be medically necessary and no alternative prescription is available.

4. Quantity management of prescription drugs shall be implemented.

5. Prohibition and special limitations for, Human Growth Hormone, HGH drugs to enhance functions, such as fountain of youth, anti-aging, the improvement of athletic performance, or memory enhancing, are excluded from coverage, unless medically necessary.

6. It will be mandatory for all drugs that are defined as maintenance drugs by the United States Food and Drug Administration (FDA) to be bought through mail order (when available). However, the co-pay on the first two prescriptions filled on any maintenance drug, whether that drug is over one thousand dollars (\$1,000) in cost or not, will be at the retail co-pay rate for either a generic or brand drug following which the employee will be responsible for the mail order co-pays set forth above depending on the cost of the particular drug.

E.. The City and IAFF Local 1064 agree to meet to discuss any and all health insurance issues (medical, prescription, dental, etc.). The purpose of such meetings includes, but is not limited to, discussion of plan design (types of coverage) and cost savings for both the Employer and the members of IAFF Local 1064.

F. Each employee or retiree is responsible to notify the Office of Health Benefits immediately of any qualifying events regarding the group medical and dental plans.

A qualifying event is defined as the following:

1. Marriage
2. Divorce
3. Birth
4. Death
5. Dependents no longer eligible
6. Adoption
7. 65th Birthday

Failure to immediately notify the Office of Health Benefits will subject the employee or retiree to loss of coverage and/or liability for costs incurred.

F. RETIREE HEALTH BENEFITS

1. Retirees and those Fire Officers with twenty (20) years of service as of June 28, 2011 shall not contribute to the cost of retiree health benefits.

2. Fire Officers who had twenty (20) years of credit as of December 31, 2014 (parties to develop list) shall contribute 1.5% of their PFRS annual pension on a monthly basis toward the cost of their retiree health benefits and shall remit payment directly to the City by the first day of each month.

a. In the event that it is decided by a Court of competent jurisdiction that the twenty (20) year requirement of Chapter 78 is measured not to June 28, 2011, but to the expiration of the collective negotiations agreement that was in effect on June 28, 2011 then, in that instance, the Fire Officers required to contribute 1.5% of their annual pension as set forth in paragraph F.2. above shall be exempt from contribution to their City-provided retiree health benefits.

3. All future retirees who do not meet the criteria of paragraphs 1 and 2 above shall contribute to the cost of retiree health benefits in accordance with the tables set forth in P.L. 2011, Ch.78.

4. In the event that an active Fire Officer dies and had twenty-five (25) years of creditable service in the PFRS, the dependents of that Fire Officer shall receive the above retiree health benefits.

5. In the event that an active Fire Officer dies with less than twenty-five (25) years of creditable service in the PFRS, the dependents of the Fire Officers shall receive health benefits for one (1) year.

6. The City will pay the cost of health insurance for all retirees and their eligible dependents so long as the retiree has retired from the City on a disability pension or has retired from the City after twenty-five (25) or more years of service credit in the Police and Fire Retirement System (PFRS). The City shall permit a retiree who does not meet the above requirements to participate in the City's health insurance and prescription drug plan at his/her own cost.

7. Retirees and their eligible dependents will be provided with the prescription coverage as set forth in Paragraph D above. In addition, retirees shall have an annual maximum out-of-pocket CAP of \$1,082.00 per person for prescription drug co-payments. Once a retiree or dependent has paid \$1,082.00 in co-payments in a calendar year, that person is no longer required to pay any prescription drug co-payments for the remainder of that calendar year. Nothing in this section shall preclude the City from negotiating a change in the CAP on prescription drug co-payments.

8. Officers who retire after January 1, 2013 shall be subject to the same maximum out-of-pocket CAP if said coverage was with a State Health Benefits Plan, for calendar year 2013 that cost shall be \$1,355.00. No other terms of the prescription plan provided by the State Health Benefits Plan for retirees shall apply to retirees under this contract.

G. Dental Plan.

1. Active Employees: The City will continue to provide the currently effective dental benefit program with both open and closed dental plans. The dental benefit CAP for the open plan is two thousand dollars (\$2,000).

2. Retired Employees: The City shall offer retirees an option to enter the open dental plan, at the retiree's own expense. Retirees may enroll upon retiring or during the open enrollment period.

3. Any retiree who enrolled in the closed plan prior to the 1st of January, 2010, may continue in that plan upon renewal. However, this plan will no longer be made available to employees subsequent to the 1st of January, 2010. Any retiree who is in the closed plan may opt into the open plan during the open enrollment period. Should the insurance carrier at any time opt to terminate the closed plan, enrollees in the closed plan will have the option of moving into the open plan.

H. Fire Officers must be on the payroll since the first pay of the month to be eligible to receive the benefits for that month.

I. The City and the Union agree to the continued existence of an Employees' Assistance Program. It is understood that the Employees' Assistance Program will provide a maximum of two (2) entries into the program with a maximum duration of forty-five (45) calendar days of in-patient care for each entry, except that entry into the EAP shall not prevent, hinder or delay the filing of appropriate disciplinary action against any Fire Officer. All other details of the program will be as agreed to by the Union and the City from time to time.

J. Uniforms.

1. Two (2) sets of protective equipment and three (3) sets of work station uniforms will be supplied by the City to each Fire Officer, including one (1) work jacket, one (1) baseball cap and one (1) pair of safety shoes and full protective equipment which shall, include a helmet, two (2) turnout coats, two (2) bunker pants, two (2) suspenders, boots, two (2) hoods, two (2) pairs of gloves, a PASS alert device and escape rope. When any fire protective clothing is destroyed or damaged, beyond repair while in the performance of fire fighting duties and related activities, it will be replaced with a "NEW" item of equal or better protection rating. The theft or loss of protective equipment will be investigated by the Fire Chief and if found, not to be due to the negligence of the Fire Officer, the equipment will be replaced by the City.

2. The City shall supply each newly promoted Captain with a bell cap. Bell caps shall be considered part of the work station uniform.

3. There will be negotiations prior to any uniform changes which involve the safety of Fire Officers.

(a) The Department and Union will devise a system whereby a Fire Officer may have his/her protective equipment inspected to determine whether the equipment needs to be replaced or is no longer serviceable. This system will allow a Fire Officer to have his/her protective equipment replaced during the interval between regularly scheduled department inspection of protective equipment.

(b) The City or its supplier will maintain an on hand inventory of various sizes of protective equipment to ensure that Fire Officers will be able to have damaged equipment quickly replaced.

(c) All Fire Officers will be required to purchase their dress uniforms. All uniforms, both dress and work station, will be in accordance with Department-wide General Orders and shall comply with applicable OSHA laws and regulations.

(d) SCBA face masks will be issued to all Fire Officers required to wear said face masks and maintained by the City of Jersey City.

(e) Fire Officers will be permitted to wear shorts and golf shirts during the summer period, (i.e. 'April 1st through October 31st'), provided that the shorts and golf shirts are NFPA approved and are jointly approved by the City and the Union. These additional items shall be provided by the Fire Officer as part of the clothing maintenance allowance set forth above.

K. Whenever Fire Officers are required to use their personal vehicles in the scope of their employment, which use results in damage to the individual's vehicle through no fault of his/her own, the City shall cover the cost of the damage by either paying the vendor directly upon receipt of an estimate if over \$200 for repair, or paying the Fire Officer upon presentation of proof of payment submitted by the Fire Officer.

L. Legal Advice. Fire Officers will be provided with a defense consistent with N.J.S.A. 40A:14-28. The City will pay any civil judgment against the Fire Officer for compensatory damages only so long as the acts committed by the Fire Officer upon which the action is based were within the scope of his/her employment and do not constitute actual fraud, malice, willful misconduct or an intentional wrong.

ARTICLE 12
INJURY AND SICK LEAVE

A. Subject to the provisions of paragraph E of this Article, if a Fire Officer is incapacitated and unable to work because of an injury sustained in the performance of his/her fire fighting duties, he/she will be entitled to injury leave with full pay during the period in which he/she is unable to perform such duties. Such leave, not to exceed one (1) year, will be determined by the Director of the Department of Public Safety. Such leave will not be arbitrarily or unreasonably withheld. In the event the Fire Officer receives worker's compensation with regard to said injury, such temporary disability checks will be returned to the City for so long as the Fire Officer remains on injury leave.

B. Subject to the provisions of paragraph E of this Article, Fire Officers will be granted sick leave without loss of pay whenever they are unable to work for reasons of health, up to one (1) year for each illness, pursuant to N.J.S.A. 40A:14-16. Such leave will be determined by the Director of Public Safety. Such leave will not be arbitrarily or unreasonably withheld. In calculating the one (1) year, the City shall not include the period of time a Fire Officer is on light duty.

C. Any Fire Officer who is injured in the line of duty and is transported to a hospital will be accompanied by a Fire Fighter and/or Fire Officer. In the event of multiple transports, only one (1) accompanying employee will be necessary per medical facility. A Fire Officer will be dispatched to the location(s) to coordinate the interaction between the Division of Fire, the injured employee(s) and the medical facility as it relates to the treatment of the injured firefighter(s) or Fire Officer(s).

D. All use of injury and sick leave pursuant to this Article shall be in accordance with procedures established by General Orders of the Department.

E. The rights granted to Fire Officers hereunder shall not preclude the right of the City to take appropriate action to remove from the payroll Fire Officers who are either on special assignment or on paid leave after no more than three (3) months from the original date of injury or leave, provided the Fire Officer is permanently disabled. Nothing herein shall deny a Fire Officer his rights under N.J.S.A. 40A:14-19.1.

F. Smoke Inhalation. In any smoke inhalation case affecting an Officer within the unit, such Officer shall be taken out of service and given a complete examination. In all such cases where chest pains are reported by an Officer, the Officer shall be taken out of service and be provided with a medical examination at the expense of the City to assure the continued fitness for duty of the Officer.

G. All Fire Officers who do not utilize sick leave in any calendar year as defined below, shall be paid four hundred fifty dollars (\$450.00) per year payable by December 15 of said year. A calendar year, under this paragraph, shall be defined as December 1st through November 30th. On Duty injuries will not cause any Fire Officer to be denied this compensation.

H. If a Fire Officer is on sick leave during his scheduled vacation the vacation will run concurrently with the sick leave and will not be rescheduled.

I. In accordance with procedures established by General Order 2018-, the City reserves the right to amend this General Order. Local 1064 reserves the right to grieve if the changes are to terms and conditions of employment.

ARTICLE 13
SPECIAL ASSIGNMENTS

A. Any Fire Officer permanently assigned to such detail who is reassigned therefrom due to a contraction of the work force will be placed on a preferential list and returned to detail in the event of a vacancy.

B. If a Fire Officer is assigned to a special detail or an appointed position, the vacancy created by the assignment shall be filled on a temporary basis (up to one [1] year). Subject to the provisions of paragraph A.1. of Article 16, upon termination of assignment or appointment, the Fire Officer involved shall have the right to return to his/her original assignment for up to one (1) year from the date of appointment or thereafter to any assignment or appointment made available by the Fire Department.

C. Reassignments shall not be utilized as part of a disciplinary action except when disciplinary procedures have been utilized and employees shall have the right to appeal to the Civil Service Commission the good faith of a reassignment as per N.J.A.C. 4A:4-7.7.

ARTICLE 14
MUTUAL EXCHANGE OF TOURS OF DUTY

A. Mutual exchange of tours of duty for Fire Officers will be permitted. However, Fire Officers making such exchanges will have equal qualifications to serve in each other's place or a qualified alternate shall be available on the group.

In the event that a mutual exchange is approved and one of the fire officers fails to work that tour without being excused, then the absent fire officer will be subject to discipline and not the fire officer who requested the mutual exchange.

B. Exchange of tours will be for ten (10) hour day tour, fourteen (14) hour night tour or twenty-four (24) hour periods only. There will be no partial exchanges of tours.

C. Exchange of tours will neither be requested nor granted for any period of time during which either Fire Officer involved in the exchange is scheduled for formal training.

D. No Fire Officer will be permitted to work more than forty-eight (48) consecutive hours.

E. Any Fire Officer involved in a mutual exchange and who then requires funeral leave, will make up said mutual exchange at a date set by the Chief.

F. Requests for mutual exchange of tours shall be in writing and shall specify the payback date and Fire Officers are required to complete all such exchanges during each time frame as set forth in this paragraph. Fire Officers shall be permitted unlimited mutual exchanges.

G. Under normal circumstances, seventy-two (72) hour notification in writing will be required by the Deputy Chief concerned. In case of extreme emergency, the Deputy Chief on duty may waive the seventy-two (72) hour notification. The Fire Officer requesting the mutual exchange shall follow up an emergency request with a written request submitted to his/her Deputy Chief...

ARTICLE 15
TEMPORARY REASSIGNMENTS

A. For the purpose of replacement of Line Fire Officers on compensatory time, leave and vacations, temporary reassignments will be made from a rotating list in each Battalion, in accordance with qualifications. Fire Officers will have the right to return to their permanent assignment at the end of one vacation period.

B. Temporary reassignments (equalization of manpower) will be made from the group designated by the Department by offering the position to all Fire Officers in order of seniority. In the event no Fire Officer accepts the temporary reassignment, the least senior Fire Officer will be reassigned. No temporary reassignment will be made for more than twelve (12) months.

C. If a permanent opening occurs in a bid position due to retirement, demotion in lieu of layoff, death, resignation or removal of the individual assigned to the position, that position will be offered to all unassigned Fire Officers qualified for that position in order of seniority. If there are no permanent qualified Fire Officers available to fill such a position then, if there is a current promotional list for that rank and position, the position will be offered to those individuals on the list in order of their rank on the list. In the event that no Fire Officer accepts the position, the least senior Fire Officer assigned to that group will be assigned the position. Upon such assignment the Fire Officer will be considered to be permanently assigned to that position pending the next round of bidding.

ARTICLE 16
PERMANENT REASSIGNMENT

A. Reassignments shall be made in accordance with the following procedure:

1. Permanent reassignments shall be made on a seniority in rank basis and qualifications, except when in the discretion of the Fire Director additional experience as a Fire Officer is reasonably required to properly perform the functions of an assignment or when, in the discretion of the Fire Director, a Fire Officer has special skills, experience, or training that would enhance the job performance of a particular Fire Officer in a particular assignment.

2. Commencing in the month of September, upon completion of summer vacations, the Department shall post in all installations on bulletin boards, once a year, all vacancies. Bidding shall take place for fifteen (15) days. The Department shall then process these bids. In no event shall it take more than eight (8) days to post these awards. The Department shall then post all vacancies created by the first round of bids by General Order, which shall also contain the next date for the next round of bidding. The same procedure shall be followed as to bidding. The same procedure shall be followed for subsequent rounds. With respect to the picking of positions by Officers, there shall be three (3) rounds. All newly promoted Fire Officers will be placed in a manpower pool and will be assigned to positions as staffing dictates. Newly promoted Fire Officers may be subject to Group changes as determined by the Chief of the Department. Any Fire Officers still unassigned at the end of the calendar year shall remain in the manpower pool, subject to reassignment by the Chief of the Fire Department.

3. Physical reassignments of Fire Officers, in accordance with this procedure, shall take place at the beginning of the next tour following January 1.

4. a. Any officer on special assignment for more than one (1) year shall not be allowed to bid on a line company opening unless that Officer is serving in a provisional position or is on a temporary assignment at the discretion of the Director or Chief of Department.

b. Any Fire Officer on special assignment other than the aforementioned exceptions may request reassignment to a specific group, and at the opening of the bids the following year, that member shall be able to bid on line vacancies.

ARTICLE 17 **FUNERAL LEAVE**

A. In the event of a death in the Fire Officer's immediate family, said Fire Officer will be granted time off from the day of death up to and including the day after the funeral, but not to exceed five (5) calendar days. A Fire Officer may delay the start of this leave due to a delay in the burial services beyond the control of the Fire Officers. A credible explanation must be provided via a Form 489 to the Chief of the Fire Department.

B. Immediate family, for the purposes of this Section, will be defined as follows: parents, spouse, child, sister, brother, mother-in-law, father-in-law, grandparents, spouse's grandparents, grandchildren, sister-in-law, brother-in-law, son-in-law, and daughter-in-law, stepchildren, step parent, step brother and sister, or any other relatives residing in the immediate household of the Fire Officers.

C. One (1) twenty-four (24) hour tour will be granted any Fire Officer for attendance at the funeral services of an aunt, uncle, niece, or nephew of the Fire Officer or his/her spouse. This tour will be granted for the day of the funeral service if necessary for attendance.

D. Reasonable verification of the event and the family relationship must be submitted within five (5) calendar days of the Fire Officer's return to work.

ARTICLE 18 **MILITARY LEAVE**

A. The City hereby agrees to grant military leave to employees in accordance with N.J.S.A. 38:23-1, N.J.S.A. 38A:4-4, and all applicable regulations or as otherwise provided for under Federal and State law.

B. All members of the National Guard or Reserves will be granted time off with full pay to attend required drills. Such time off will be in addition to vacation, sick and administrative leave.

C. In the event an employee is called to federal active duty, the employee shall receive the difference in pay between his/her military pay and his/her regular pay for up to one hundred eighty (180) days. The City may, at its option, extend the one hundred eighty (180) day limit.

ARTICLE 19
RETIREMENT

A. Fire Officers will retain all pension rights under New Jersey State laws and ordinances of the City of Jersey City.

B. The City will provide said Fire Officer his/her badge and a laminated ID card indicating that the Fire Officer is retired from the Jersey City Fire Department.

ARTICLE 20
HOLIDAYS & COMPENSATORY TIME OFF

A. All Fire Officers, in addition to their regular wages, will receive fourteen (14) holidays as follows:

1. Eight (8) of the fourteen (14) holidays will be given as compensatory days off.

2. Of the six (6) remaining holidays, the Fire Officer may select to have any or all of the six (6) holidays paid at straight time rates, based upon 8.4 hours per holiday, during the month of December, or the Fire Officer may select to have any or all of the six (6) holidays used as compensatory days in the same manner as the eight (8) holidays referenced in Section 1 above. Fire officers must notify the Chief no later than October 31, the number of days they wish to be paid for in cash if less than six (6), or he/she chooses not to receive holiday pay

3. All compensatory days will be credited to fire officers on January 1st of each year except that effective March 1, 1993, fire officers who retire on or before June 30th of any year, shall receive credit for fifty percent (50%) of the unused compensatory days that were credited as of January 1 of the final year of their employment. Fire officers retiring on or after July 1 of any year shall receive 100% of the unused compensatory days that were credited as of January 1 the final year of their employment. Fire officers leaving the payroll for reasons other than retirement shall have their compensatory days for the final year of their employment pro rated. Unused compensatory days will accumulate from year to year and will be granted to each fire officer prior to his/her retirement.

4. Staff Fire Officers shall earn four (4) hours of compensatory time for each month worked, in a staff position to be utilized on the days outlined in paragraph C.1. below.

B. Officers assigned to the communications division shall be entitled to holidays based upon their work schedule. (Example, if the Fire Officer is working 5 eight hour days, then that Fire Officer will be entitled to a staff holiday schedule of 14 days. If the Fire Officer is assigned to any other schedule, such Fire Officer would be eligible for the same holidays as a Line Fire Officer.)

C. 1. In recognition of Staff Fire Officers working more days, all staff Fire Officers shall, in addition to the holidays set forth in Paragraph A above, receive the following days as holidays and be entitled to the day off with no loss of pay if scheduled to work on that day.

New Year's Day
Good Friday
Memorial Day
July Fourth
Labor Day
Thanksgiving Day
Christmas Day

2. Fire Officer who moves between a special assignment and a line assignment shall receive the holidays set forth in this paragraph for any week in which he/she is assigned to the special assignment to the same extent as though he/she were permanently assigned to detail. This shall not apply to Fire Officers who are temporarily reassigned from special assignment to line assignment.

D. A compensatory day is defined as either a ten (10) or fourteen (14) hour tour for Line Fire Officers. For all other Fire Officers, a compensatory day shall equal the length of their daily tour.

E. Four (4) days notice must be given to the Department head, or his/her representative, by a Fire Officer requesting compensatory time off. The Fire Officer must be advised of the approval or disapproval of his/her compensatory time off request within four (4) days after it is submitted. Compensatory time off for Line Fire Officers will be granted on a ten (10) hour day or fourteen (14) hour night. A Fire Officer who is working the ten (10) hour day tour may request the fourteen (14) hour night tour off which will be granted if a slot is available.

F. Fire officers shall be granted compensatory time as per the following schedule: One (1) Deputy Chief, one (1) Battalion Chief, and up to three (3) line Officers City-Wide, by tour. For the following holidays, compensatory time shall be granted to one (1) Deputy Chief, one (1) Battalion Chief and up to six (6) line Captains City-wide:

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 (Sat., Sun.)
Memorial Day weekend (Sat., Sun.)

The draw system will be used in granting compensatory days off on holidays and the evenings before the holidays.

G. Holiday picks will be drawn a minimum of two (2) tours in advance.

H. Compensatory time off may be canceled by the Fire Chief or Director during emergency conditions. An emergency will mean a situation that neither the City nor the Fire Officers have control over, i.e., an act of God, a local catastrophe, or any unforeseen act that cannot be anticipated.

I. Cancellation of compensatory time will be granted if requested by the Fire Officer no later than the end of the Fire Officer's last full 24 hour tour prior to the scheduled compensatory time.

J. The City shall permit Fire Officers of the bargaining unit to buy back compensatory time which they have accumulated on a system to be jointly developed by the Union and the City. The maximum annual obligation of the City under this system shall be two hundred fifty thousand dollars (\$250,000.00) per year.

ARTICLE 21
SALARIES AND LONGEVITY

A. All Fire Officers shall be paid as follows:

<u>Rank</u>	<u>6/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>	<u>1/1/20</u>
Captain (Year 1)	109,815	109,815	109,815	114,000
Captain (Year 2)	117,269	117,269	117,269	117,269
Captain (Year 3)	124,723	124,723	124,723	124,723
Captain	135,250	137,279	139,338	142,055
B/C (Year 1)	136,826	139,563	142,354	145,201
B/C (Year 2)	142,479	142,479	145,328	148,235
B/C/App Sup.	147,546	149,760	152,006	154,970
D/C (year 1)	152,538	152,538	155,589	158,701
D/C	165,995	168,485	171,012	174,347

B. 1. All Fire Officers will receive longevity payment in accordance with the following schedule:

<u>1st Day of Year</u>	<u>% of Base Pay</u>	<u>Through last Day of Year</u>
4	2	7
8	4	11
12	6	15
16	8	19
20	10	22
23	12	24
25	14	27
28	16	each thereafter

2. All Fire Officers who were hired as Firefighters after May 1, 2011 shall receive the following longevity

<u>1st Day of Year</u>	<u>% of Base Pay</u>	<u>Through last Day of Year</u>
1	0	5
6	2	10
11	4	15
16	6	20
21	8	24
25	10	27
28 plus	12	

3. All Fire Officers who were hired as Firefighters after January 1, 2016 shall receive the following longevity

<u>1st Day of Year</u>	<u>Amount</u>	<u>Through last Day of Year</u>
10	1,000	14
15	2,000	19
20	3,000	24
25	4,000	

C. A Fire Officer who is hired up to October 31st of any year will be given full credit for the year of service retroactive to January 1 of that year. Anyone hired thereafter will receive no credit for that year, but will receive credit on the January 1st following the first anniversary of the date of hire. This shall apply to any employee promoted into this bargaining unit after January 1, 1988.

D. The City will provide to those Fire Officers requesting same, electronic transfer of their pay checks and related payments from the City of Jersey City to any financial institution covered by the Federal Deposit Insurance Corporation (F.D.I.C.) and related laws, provided that the City has the capability of doing so.

E. All Fire Officers of the bargaining unit will receive their pay checks by 3:00 p.m. every other Thursday.

F. The City will endeavor to deliver special checks by 3:00 p.m. on the date received in fire headquarters.

G. The City will endeavor to provide a breakdown on all checks as to what is included in the pay in said check (overtime, etc.).

H. Notwithstanding any past practice to the contrary, all salary increases under this contract will be effective only on the effective dates indicated in Article 21, paragraph A.

I. All departmental communications or related documents including paychecks that include the Social Security Number of any Fire Fighter, or other personal information, will be placed in an envelope and sealed for security purposes of said identification or related markings.

J. Any Fire Officer assigned to the following shall receive a stipend of \$2000 payable in November each year.

1. Captain of Hazmat Engine Co.
2. Captain of Hazmat Ladder Co.
3. Hazmat Coordinator

It is the intent to pay \$2, 000 per year to each of the 3 positions To be eligible for a pro rata share, the Fire Officer must have worked at least nine (9) twenty-four (24) hour tours or twenty (20) tours of 10 or 14 hour shifts. The pro rata share shall only be paid if the substitute Fire Officer is working due to the extended sick leave or vacancy of the Captain.

ARTICLE 22 **OVERTIME PROCEDURE AND RECALL**

A. **Overtime.** All time in excess of a twenty-four (24) hour tour will be compensated at overtime rates, which will be equal to one and one-half (1-1/2) times the regular rate of pay per hour for Fire Officers. For the purpose of this Article, any part of an hour will be considered a full hour. The City will maintain two (2) overtime lists, as negotiated with the Union. One list will be designated as Anticipated Overtime for the needs ordered by the Division Chief prior to his/her tour ending and supplied to the appropriate callers. The other list will be designated as Unanticipated Overtime due to funeral leaves, sick leaves and any other type of absences caused after the tour of duty anticipated overtime needs were established.

B. Special Assignment Fire Officers will be compensated at overtime, equal to time and one-half for all hours worked over forty (40) hours per week.

C. An accurate record will be kept of all overtime worked by Fire Officers, and it will be logged in the proper journals. All overtime will be authorized in advance by the Chief of the Department or his/her designee.

D. For the purpose of computing overtime, Fire Officers are not to be considered relieved from duty until fifteen (15) minutes after they return to quarters. All Officers shall be accorded fifteen (15) minutes to prepare reports, with the exception of the incident report and journal entries, after they return to quarters.

E. **Recall.** If a Fire Officer is recalled to duty, he/she will receive a minimum of four (4) hours pay at time and one-half. Recall procedure will be as defined by General Order for emergency purposes only and updated after negotiations with the Union.

F. All Fire Officers will be subject to emergency recall to duty at the discretion of the Jersey City Fire Department for a defined fire emergency and/or related emergencies.

G. Fire Officers required to attend court on official City business during other than their regular scheduled work time will be compensated at the rate of time and one-half for the time spent in court, with a three (3) hour minimum for each appearance.

H. The City shall endeavor to pay regular overtime in the second pay period following the pay in which the overtime was worked.

I. In the event overtime will be paid to any Fire Officer in excess of any normal working day, he/she will remain on duty for this period, excluding wash-up time.

J. Should the Fire Department desire to cancel a Fire Fighter or Fire Officer who is scheduled to work overtime, the Department will notify said Fire Fighter or Officer four (4) hours prior to the start of the shift.

K. If said Fire Fighter or Fire Officer is not contacted and reports for work, they will work and be paid for the duration of the tour.

L. Line overtime shall be defined as all overtime worked in the suppression of fire and related emergencies.

M. Staff overtime shall be defined as all overtime worked in conjunction with the activities of logistical support and related non fire suppression activities.

ARTICLE 23
SAFETY AND HEALTH COMMITTEE

A. The City will appoint two (2) people, and the Union will appoint two (2) Fire Officers, which will constitute the "Safety and Health Committee."

B. The Safety and Health Committee will be charged with the establishment and implementation of a safety program.

C. The Safety and Health Committee will meet quarterly at Fire Headquarters at 10:00 a.m.

ARTICLE 24
CONTRACTUAL GRIEVANCE PROCEDURES

A. Purpose.

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement, and to resolve grievances as soon as possible so as to assure efficiency and promote Fire Officers' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein will be construed as limiting the right of any Fire Officer having a grievance to discuss the matter informally with the Director or Chief of Department, and having the grievance adjusted, provided the Union is present and the settlement does not violate the contract.

B. Definition. The term “grievance” as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by any Fire Officer or the Union.

C. Steps of the Grievance Procedure.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and will be followed in its entirety unless any step is waived by mutual consent.

Step One

1. A grievant will institute action under the provisions hereof by submitting a written grievance within thirty (30) days after the grievant became aware, or should have become aware, through diligent inquiry, but in event more than sixty (60) days after the occurrence of the event being grieved, and an earnest effort will be made to settle the difference between the aggrieved and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within the period set forth above will be deemed to constitute an abandonment of the grievance.

2. The immediate supervisor will render a decision in writing within five (5) days after receipt of the grievance.

Step Two

1. In the event the grievance is not settled through Step One, it will be filed with the Fire Chief or the Deputy Chief designated by the Fire Chief, within five (5) days following the determination by the immediate supervisor.

2. The Fire Chief, or his/her designee, will render a decision in writing within five (5) days from receipt of the grievance.

Step Three

1. In the event the grievance has not been resolved through Steps One and Two, then within five (5) days of receipt of the determination of the Chief, or his/her designee, the matter may be submitted to the Director.

2. The Director will submit a written answer within ten (10) days from receipt of the grievance.

Step Four

1. If the grievance is not settled through Steps One, Two and Three, only the City or Local 1064 may refer the matter to the Public Employment Relations Commission within ten (10) days after the determination of the Director, An Arbitrator will be selected pursuant to the rules of the Public Employment Relations Commission.

2. However, no arbitration hearing will be scheduled sooner than thirty (30) days after the final decision of the Director. In the event the aggrieved elects to pursue his/her Civil Service remedies, the arbitration hearing will be canceled and the matter withdrawn from arbitration, and the Union will pay all costs incurred by the City as a result of such improper submission.

3. The Arbitrator so selected shall confer with the representatives and hold hearing promptly, and shall issue his/her decision no later than thirty (30) days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted to him/her.

The Arbitrator's decision shall be in writing, and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates or adds to the terms of this Agreement. He/she shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her involving the grievance, and render a decision in accordance with the weight of the evidence. The decision of the Arbitrator shall be submitted to the City and the Union, and shall be final and binding on both parties.

4. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the City and the Union. Any other expenses incurred shall be paid by the party incurring them.

5. Nothing herein will prevent any Fire Officer from pressing his/her own grievance, provided that the Union may be present at such hearings, and further provided that no settlement with any such individual Fire Officer shall violate this Agreement.

ARTICLE 25 **NON-CONTRACTUAL GRIEVANCE PROCEDURES**

A. Purpose.

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement, and to resolve grievances as soon as possible so as to assure efficiency and promote Fire Officers' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein will be construed as limiting the right of any Fire Officer having a grievance to discuss the matter informally with the Director or Chief of Department, and having the grievance adjusted, provided the Union is present and the settlement does not violate the contract.

B. Definition. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to, or the application of, the City's policies or administrative decisions to any non contractual terms and conditions of employment of Fire Officers covered by this Agreement.

C. Steps of the Grievance Procedure.

Step One

1. An aggrieved Fire Officer will institute action under the provisions hereof by submitting a written grievance within thirty (30) days after the grievant became aware, or should have become aware, through diligent inquiry, but in no event more than sixty (60) days after the occurrence of the event being grieved, and an earnest effort will be made to settle the difference between the aggrieved and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within the period set forth above will be deemed to constitute an abandonment of the grievance.

2. The immediate supervisor will render a decision in writing within five (5) days after receipt of the grievance.

Step Two

1. In the event the grievance is not settled through Step One, it will be filed with the Chief, or the Deputy Chief designated by the Chief, within five (5) days following the determination by the immediate supervisor.

2. The Chief, or his/her designee, will render a decision in writing within five (5) days from receipt of the grievance.

Step Three

1. In the event the grievance has not been resolved through Steps One and Two, then within five (5) days of receipt of the determination of the Chief, or his/her designee, the matter may be submitted to the Director.

2. Any such grievance shall be submitted within five (5) days to a committee consisting of one (1) representative of the Union and one (1) representative of management who will review the grievance and submit a written recommendation to the Director within five (5) days.

3. The Director will submit a written answer within ten (10) business days from receipt of the recommendation. The decision of the Director shall be final with respect to all non-contractual grievances.

ARTICLE 26
TERMINAL LEAVE

A. 1. All Fire Officers who were first hired as Fire Fighters on or before July 1, 1992, who retire will receive a mandatory cash payment in lieu of time off for the number of years of service to the City based upon five (5) calendar days for each year of service. The Fire Officer shall receive this mandatory cash payment upon the approval by PFRS of the retirement application of the Fire Officer. All Fire Officers will also receive a mandatory cash payment in lieu of time off for any unused compensatory time and unused vacation time, to a maximum of the time to which the Fire Officer is entitled for his/her last two (2) years of service, except that Fire Officers who retire in the year 2001 and 2002 will receive a mandatory cash payment in lieu of time off for any unused vacation time up to a maximum of thirty (30) days and that Fire Officers who retire in the year 2003 and thereafter will receive a mandatory cash payment in lieu of time off for any unused vacation

time up to a maximum of twenty-four (24) days. All Fire Officers will receive this mandatory cash payment for all unused compensatory time and all unused vacation time when the Fire Officer stops working for the Fire Department. It will be paid at the rate of the Fire Officer at time of retirement.

B. 1. All Fire Officers who were first hired as Fire Fighters after July 1, 1992 who retire will receive a mandatory cash payment in lieu of time off for the number of years of service to the City based upon three (3) calendar days for each year of service. It will be paid at the rate of the Fire Officer at time of retirement.

2. All Fire Officers who were hired as Firefighters after May 1, 2011 will not receive a mandatory cash payment in lieu of time off for the number of years of service to the City.

3. All Fire Officers promoted into the bargaining unit after 1/1/13, who were hired as Firefighters before May 1, 2011, who retire will receive a mandatory cash payment in lieu of time off for the number of years of service to the City based on One (1) calendar day for each year of service as a member of Local 1064. He/she shall be paid at the time of retirement based upon the Fire Officer's salary at the time of retirement. All terminal leave earned as a member of Local 1066 shall be vested and paid at the time of retirement. This terminal leave time shall be paid at the then highest firefighter's base salary plus longevity existing at the time of the retirement of the Fire Officer.

C. For purposes of this Agreement, any Fire Officer who dies will be considered a retired Fire Officer, and the estate of the deceased will receive the following:

1. All accumulated compensatory time.
2. Terminal leave in accordance with this Article.
3. All accumulated vacation time, including full vacation allowance for the year of death.

D. If for any reason the City denies an employee a vacation period during his/her last two (2) years of active service, or, if for any reason relating to his/her employment, an employee is prevented from taking a vacation period during his/her last two (2) years of active service, then, and in that event, the limitation placed on the City's obligation for payment of up to two (2) years' vacation time as part of the terminal leave program as set forth above shall not be applicable, and said employee, upon retirement, shall be entitled to receive payment for all unused vacation time to which the employee is otherwise entitled without limitation.

E. Subject to the limitations contained in paragraph B of this Article, Fire Officers shall be granted the option to be paid for their terminal leave benefits, unused compensatory time, and unused vacation in three (3) equal amounts, without interest, over a three (3) year period with the first one-third (1/3) increment being payable on the date terminal leave begins and, for each of the two (2) years thereafter, by no later than February 1.

F. The City and the Union agree to explore a method by which the Fire Officer shall have the option of receiving the benefits of this Article in a manner which will legally permit deferment of taxes.

ARTICLE 27
SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any Fire Officer or group of Fire Officers is held to be invalid by operation of law or by court order or other tribunal of competent jurisdiction, such provision will be inoperative, but all other provisions will not be affected thereby, and will continue in full force and effect. In the event a provision of this contract is deemed to be invalid, then, and in that event, the parties agree to meet within fifteen (15) working days to negotiate a provision to replace the one declared invalid.

ARTICLE 28
BLOOD DONOR

The City will provide space for the Fire Officers Blood Bank drives, provided the space is available and ample notice is given. Permission from the Department will not be denied arbitrarily.

ARTICLE 29
COMMENDATIONS AND HONORABLE MENTIONS

- A. It is the desire of the City of Jersey City to award in a tangible way those of its Fire Officers who perform their duties in an exemplary fashion.
- B. Any Fire Officer earning the award of Medal of Honor will receive two (2) tours of compensatory time off.
- C. Any Fire Officer receiving a Class B Award will receive one (1) compensatory tour off.
- D. The President of the Union will designate one (1) Fire Officer to the Departmental Awards Committee.
- E. The City and the Union, during the first week in January for the preceding year, will choose a "Fire Officer of the Year" (Award) for his/her actions above and beyond the call of duty to the City of Jersey City and the Jersey City Fire Department. With this award and distinction, said Fire Officer will receive an additional two (2) compensatory tours off (a tour consists of either a ten (10) hour day or a fourteen (14) hour night), above and beyond any time off received for his/her previous actions.
- F. The current practice regarding an annual awards ceremony shall continue. However, the City and the Union shall agree to the scope of the ceremony and share the costs thereof.

ARTICLE 30
DISCHARGE & DISCIPLINE

- A. No Fire Officer will be disciplined or discharged except for just cause. This paragraph shall apply to disciplinary action which is not appealable to the Civil Service Commission only if a final legal determination results in a decision that such matters are arbitrable.
- B. No Fire Officer will be disciplined or called to a meeting that would result in discipline without a Union Representative present.

C. Disciplinary action, with the exception of verbal warnings, are to be presented on a "Disciplinary Action Form," with a copy made available to the Fire Officer at the time of discipline.

D. The City will notify the Union in writing of any discharge or suspension within three (3) days (excluding weekends and holidays) after the Fire Officer is discharged or suspended.

E. 1. If a Fire Officer is discharged or suspended, he/she may elect to proceed to arbitration or he/she may appeal to the Civil Service Commission as provided by law, but not both.

2. The Officer shall retain the right to appeal a written reprimand to the Director of Public Safety.

3. In all cases, an Officer shall be allowed to respond in writing for the record.

F. Oral Reprimand. An oral reprimand shall be just what it implies. There shall be no written record, except in the Journal where assigned.

G. Hearings.

1. No hearing shall take place without the Union being first notified, and the member must be given sufficient time to receive counsel, no less than five (5) days excluding weekends and holidays.

2. There shall be two (2) types of hearings:

- a. Formal
- b. Informal

Formal hearings will be conducted when the penalty sought in the charges preferred against the Fire Officer is major discipline, and Informal hearings will be conducted when the penalty sought in the charges preferred against the Fire Officer is minor discipline, consistent with how major and minor discipline are defined by the Civil Service Commission.

3. Formal Hearings.

a. Formal hearings shall be held before a tribunal of officers. There shall be a transcript, taped or written, of all proceedings. A recommendation to the Director of Public Safety as to guilt or innocence will be rendered within one (1) hour of the close of formal presentations.

b. The Director of Public Safety shall have the final discretion as to the penalty, which must be rendered within thirty (30) days of the close of trial.

4. Informal Hearings. Informal hearings shall be conducted by the Director of Public Safety with the officer and a Union representative present. There shall be no written or taped record of the proceedings. The officer retains the right to appeal as to the extent of the sentence to the Civil Service Commission, if applicable, or an arbitrator, as provided by law, but only to one.

5. Written Reprimands. A written reprimand must be served upon the officer within fourteen (14) days of the Director receiving notice of the occurrence for which the reprimand is being given.

ARTICLE 31
CITY PROPERTY FIRE DEPARTMENT JURISDICTION

A. All Fire Houses will be provided with adequate locks for all windows and doors and keys for all doorways.

B. All sanitary facilities in the Fire House, such as toilets, showers, wash basins, etc. will be kept in good working order, and supplies will be maintained.

C. The City agrees to provide the following furnishings and replace such furnishings when deemed essential by the City:

1. Lockers
2. Beds, mattresses, mattress covers
3. Chairs
4. Tables
5. Lunchroom facilities
6. Kitchen equipment (refrigerators, stoves)
7. Turnout gear dryers
8. Hand washing soap and related paper towel dispensers.
9. Eye washing stations
10. Snowblower; at large area Fire Stations two (2) snowblowers
11. Industrial grade ice machine
12. Pressure washer

D. All major maintenance of Fire Houses will be maintained by other than Fire Officers.

E. All quarters will have adequate heating and hot water.

ARTICLE 32
POLICE DUTIES

A. Fire Officers will not be required to perform any police duties, except in the issuance of summonses in accordance with those enumerated in New Jersey Statute 40A:14-30.

B. The City will not require a Fire Officer to order the use of, direct the use of, or man, hose streams or any other devices or appliances, or to take part actively in the quelling of any civil disorder.

C. In addition to the police functions enumerated in this Article, no Fire Officer will be required to order the closing of fire hydrants where there is a possibility of physical injury to himself or Fire Fighters.

ARTICLE 33
ACTING APPOINTMENTS

A. The practice of appointing employees to a higher rank in an acting capacity is discouraged, and it is agreed that such higher rank shall be filled as soon as possible, as provided by law.

B. A Fire Officer serving in any acting capacity out-of-title will immediately receive full pay of the rank in which he/she is acting.

C. Selection of personnel to serve in an acting out-of-title capacity will be based on the following, subject to the discretion of the Director.

Selection of personnel to serve in an acting out-of-title capacity shall occur in order as follows:

- a. Employee's seniority place on a special re-employment list.
- b. Employees in place of their ranking on a current Civil Service list for the title to be filled.
- c. Employee's seniority.

1. A Fire Officer may refuse, without consequence, to accept an acting assignment. If all Fire Officers refuse, then the most-junior by seniority shall be the Acting Officer.

2. Acting Deputy Chief. This position will be offered to:

- (i) The highest ranking Battalion Chief on the special re-employment list or, in its absence on the current Civil Service list assigned to the Tour.
- (ii) Lacking a Battalion Chief on a list on the Tour. The highest ranking Battalion Chief shall be offered the position.
- (iii) Where there is no Civil Service promotional list:
- (iv) The Acting Deputy Chief position will be offered, by seniority, within the

tour.

3. Acting Battalion Chief. This position will be offered to:

- (i) The highest ranking Captain on the special re-employment list or in its absence on the current Civil Service list assigned to the Tour.
- (ii) Lacking a Captain on the list on the Tour, the highest ranking Captain shall be offered the position.
- (iii) Where there is no Civil Service promotional list:
- (iv) The Acting Battalion Chief position will be offered, by seniority, within the Tour.

5. If it becomes necessary to make provisional appointments because of the length of time it will take the Civil Service Commission to hold an examination and certify a promotional list, then provisional appointments will be made strictly on the basis of seniority from the appropriate rank. Any person appointed as a provisional will receive the highest pay of the rank to which the person is being appointed.

6. When filling Captain vacancies, the first vacancy shall be filled by a Captain on overtime. The second vacancy will be filled by an acting Captain. The third vacancy shall be filled by a Captain on overtime. The fourth vacancy shall be filled by an acting Captain. The Captain vacancies will be filled in this sequential order until the number of Acting Captains are four (4) in number, at which time any additional vacancies will be filled by overtime Captains.

Vacancies created by the use of emergency compensatory time off shall not cause Captain overtime. The City may use an acting Captain so long as such acting Captain does not trigger Firefighter overtime.

D. Acting Captains will only be used in those instances where the use of an Acting Captain does not trigger Fire Fighter overtime.

E. This policy does not apply to vacancies created by in-service training, or for injured officers for less than a full tour.

F. The manning of the Chief Officer positions will be as Follows;

Chief Officer Vacancies

DC	1 ST BC	2 ND BC	3 RD BC	4 TH BC	
VACANT	VACANT	VACANT	VACANT	VACANT	VACANT
OVERTIME: 1 DEPUTY CHIEF, 2 BATTALION CHIEFS					
ACTING: 2 ACTING BATTALION CHIEFS					

DC	1 ST BC	2 ND BC	3 RD BC	4 TH BC	
VACANT	BC	VACANT	VACANT	VACANT	VACANT
OVERTIME: 1 DEPUTY CHIEF, 1 BATTALION CHIEF					
ACTING: 2 ACTING BATTALION CHIEFS					

DC	1 ST BC	2 ND BC	3 RD BC	4 TH BC	
VACANT	BC	BC	VACANT	VACANT	VACANT
OVERTIME: 1 BATTALION CHIEF					
ACTING: 1 ACTING DEPUTY CHIEF, 2 ACTING BATTALION CHIEFS					

DC	1 ST BC	2 ND BC	3 RD BC	4 TH BC	
VACANT	BC	BC	BC	BC	VACANT
OVERTIME: NONE					
ACTING: 1 ACTING DEPUTY CHIEF, 2 ACTING BATTALION CHIEFS					

DC	1 ST BC	2 ND BC	3 RD BC	4 TH BC	
VACANT	BC	BC	BC	BC	BC
OVERTIME: NONE					
ACTING: 1 ACTING DEPUTY CHIEF, 1 ACTING BATTALION CHIEFS					

DC	1 ST BC	2 ND BC	3 RD BC	4 TH BC	
DC	BC	VACANT	VACANT	VACANT	VACANT
OVERTIME: 1 BATTALION CHIEF					
ACTING: 2 ACTING BATTALION CHIEFS					

DC	1 ST BC	2 ND BC	3 RD BC	4 TH BC	
DC	BC	BC	VACANT	VACANT	VACANT
OVERTIME: NONE					
ACTING: 2 ACTING BATTALION CHIEFS					

DC	1 ST BC	2 ND BC	3 RD BC	4 TH BC	
DC	BC	BC	BC	BC	VACANT
OVERTIME: NONE					
ACTING: 1 ACTING BATTALION CHIEFS					

The above matrix shall be utilized at all time, however in cases where an Acting chief Officer generates overtime in the Captain's rank, a Chief Officer shall be called in on overtime. Over a period of time a Battalion Chief should work 4 times as much as a Deputy Chiefs.

ARTICLE 34
TUITION REIMBURSEMENT & RECERTIFICATION

A. Upon being appointed a Fire Officer, the Officer will be given a one (1) week training period at the training school to acquaint him/her with the art of supervision and all General Orders for which he/she will be held accountable.

B. The City will attempt to institute a system whereby re-certification will be accomplished during work time with no loss of pay.

C. License renewal fees for Fire Official and Fire Inspectors' licenses will be fully reimbursed.

D. The Union and the City mutually recognize the importance and advantages of job related higher education. Therefore, it is agreed that the City will provide funds effective July 1, 1998 in accordance with the system set forth below to reimburse Fire Officers for tuition for courses taken at an approved college or university which are part of a degree granting program in Fire Science. Degrees or courses of study that qualify a Fire Officer for another vocation or profession shall not be approved.

E. A Fire Officer, to be eligible for tuition reimbursement under this Article, must receive prior approval for the Fire Director for each course intended to be taken at an approved college or university. Approval or disapproval of the courses to be taken and of the college or university to be attended will be provided to the Fire Officer by no later than September 1 of the calendar year in which the courses are to be taken provided the Fire Officer has applied for tuition reimbursement on the prescribed form by no later than August 1, of each year.

F. If granted prior approval. Fire Officer shall be entitled to reimbursement for tuition and fees for courses taken in accordance with this Article, upon submission of evidence of successful completion of the approved courses of study.

G. There will be a Fire Department wide cap of Fifty (\$50,000) Thousand Dollars on the cost of this program, which will be available to Fire Officers on the basis of seniority, except that it is understood that the entitlement of Fire Officers is subordinate to Fire Fighters and that Fire Fighters will have first priority on use of the Fifty Thousand (\$50,000) Dollar Fire Department total. Only to the extent there is any money unused by Fire Fighters will the Fire Officers be entitled to its use. Effective January 1, 2010, there will be an individual cap of Three Thousand Five Hundred Dollars (\$3,500.00) for each Fire Officer per twelve (12) months. The twelve (12) month period shall run from July 1st to June 30th to ensure that Fire Officers attending courses in the summer, fall, and spring semesters are compensated.

ARTICLE 35
EMERGENCY MEDICAL SERVICES

A. An emergency medical response program is being implemented within the Jersey City Fire Department. The City and Union agree that Fire Officers shall perform Oxygen call, First Responder, EMT, or other emergency medical response duties under that program and prior thereto shall receive and shall undertake appropriate necessary training in accordance with applicable New Jersey Laws and regulations to include training in the use of automatic external defibrillator (AED) in accordance with established standards.

B. The City of Jersey City shall supply all Engine Companies, Truck Companies and other emergency response vehicles within the Jersey City Fire Department with automatic external defibrillator (AED's), as soon as all training is completed.

C. Any training required under this Article shall be provided to Fire Officers while they are on scheduled duty. However, should the City schedule training while a Fire Officer is off duty that training shall be subject to the overtime provisions of this collective bargaining agreement contained in Article 22.

D. Fire Officers who are required to perform emergency medical response duties shall be defended and indemnified by the City, at no cost to the Fire Officer, from civil liability for any acts or omissions arising out of the performance of duties.

E. At no cost to the Fire Officer, the City shall provide appropriate safety equipment and training in the proper use of that equipment to Fire Officers who perform emergency medical response duties.

F. The Fire Department shall continue the Department's current infectious disease control program in accordance with applicable laws, regulations and General Orders and SOP's of the Fire Department or any requirements of the State Department of Health that may be implemented in the future for emergency medical workers.

G. The City of Jersey City will immediately dispatch Police Officers to assist at any emergency medical response incident location that warrants such a response for the safety of the responding Fire Officers.

H. Upon start-up of the new Fire Department Central Office Communications Center, the City of Jersey City will provide a mechanism, for direct communications between the Fire Department's Central Office and the Police Communications Center and the Hudson Medical Communications Center.

I. Fire Officers performing emergency medical response duties who are exposed to a particular infectious disease shall have the right to be examined and tested for that disease. The City will take court action if required to obtain medical information needed to determine if a Fire Officer has been exposed to a contagious disease during an incident not declared "Universal Precautions" when it is later known that such precautions should have been utilized. To the extent practicable and permitted by law, the City will notify all Fire Officers who are exposed to any infectious disease during their work assignment within the Jersey City Fire Department.

J. Upon request, the City will make available immediate counseling to any Fire Officer who has been exposed to a contagious disease, death, or other emotional trauma during an emergency medical response incident. This counseling will be available twenty-four (24) hours per day.

K. The City will provide all Fire Fighters, at the cost of the City, reasonable opportunity for immunization against the following diseases and any other diseases that future experience or events may prove necessary:

1. Hepatitis "B" and "C" upon request from any Fire Officer performing emergency medical response duties. Nothing in this Sub-section precludes the City from establishing the off-duty dates, times and places for immunizations.

2. Tuberculosis (“T/B”) screening upon request from any Fire Officer performing emergency medical response duties. All “T/B Testing” will be updated annually as determined by the Fire Department or as necessary for all Fire Officers required to perform emergency medical response duties. Nothing in this Sub-section precludes the City from establishing the off-duty dates, times and places for immunizations.

3. An annual flu shot upon request from any Fire Officer performing emergency medical response duties. Nothing in this Sub-section precludes the City from establishing the off-duty dates, times and places for immunizations.

L. The City will take immediate steps under State Department of Health regulations to cause to be investigated the origin and character of any infectious disease to which any Fire Officer or his/her immediate family may be exposed while in the performance of emergency medical response duties and will assist in obtaining immediate medical assistance to that Fire Officer or his/her immediate family if any infectious disease is confirmed to be work related.

M. Contamination to equipment or turnout gear by a bodily fluid will require the Department to clean, sanitize or replace the equipment.

N. At such time as the unified communications center is created and becomes operational, the City and the Union agree to re-open negotiations as to the terms and conditions of employment of any Fire Officers assigned to the unified communications center and no other issues.

O. Should the City endeavor to provide basic life support or related transportation through the Division of Fire, the City shall notify the Union of its intent as soon as possible and the parties will immediately negotiate the terms and conditions of such added responsibility of Fire Officers.

ARTICLE 36
FULLY BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues for the life of this Agreement, and neither party shall be required to negotiate on any subject unless they mutually agree to do so.

ARTICLE 37
CONTRACT AGREEMENTS,

A. In the event that the City and the Union have not, by January 1, 2021, agreed upon the terms and conditions of employment of the Fire Officers for the contract period commencing January 1, 2021, then the terms and conditions of the January 1, 2017 through December 31, 2020 contract of employment will remain in full force and effect without prejudice until the negotiation, consummation and execution of said later contract. The only exception to the contract remaining in full force and effect shall be that salary guide step increases and longevity step changes shall not be paid after the expiration of this agreement. If the law regarding those two changes is no longer calculated as part of the base salary adjustment permitted, then those increases shall be paid upon the expiration of the contract.

B. This agreement will be binding upon the successors and assigns of the parties hereto, and no provision, term or obligation herein contained will be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any kind of change in management or governing entity of either party thereto, or by any change, geographical or otherwise.

C. The City and the Union will equally share the expense for printing two hundred twenty-five (225) copies of this Agreement for distribution to all Fire Officers of the Union and City administration.

The City will receive fifty (50) copies of said Agreement.

ARTICLE 38 **CHANGES, SUPPLEMENTS OR ALTERATIONS**

Any provision of this Agreement may be changed, supplemented or altered, provided both parties mutually agree in writing.

ARTICLE 39 **DRUG AND ALCOHOL TESTING**

Although the decision to implement a mandatory drug and alcohol testing policy is the managerial prerogative of the City of Jersey City, the City will negotiate with the Union the procedures for how the testing is to be conducted.

ARTICLE 40 **JURY DUTY AND GRAND JURY DUTY**

A. Jury Duty. The City agrees to provide all Fire Officers of the Jersey City Fire Department leave from duty with full pay throughout the duration of time required by the court for purposes of serving on Jury Duty, as outlined by General Order.

B. Grand Jury Duty. The City agrees to provide all Fire Officers of the Jersey City Fire Department leave from duty with full pay throughout the duration of time required by the court for purposes of serving on Grand Jury Duty, as outlined by General Order.

ARTICLE 41 **SPECIALTY LICENSES AND CERTIFICATIONS**

A. Should the City of Jersey City require any Fire Officer to hold a New Jersey Commercial Drivers License for the safe operation of fire apparatus, they will reimburse said Fire Officer any fees related to said requirement.

B. The Jersey City Fire Department will grant time off for all training and related yearly DOT physicals in conjunction with the requirement and continued good standing of a New Jersey Commercial Drivers License.

C. CBRNE vessel licenses and costs associated with maintaining said licenses will be paid for by the City

D. Emergency Medical Technician certification and recertification costs will be paid for by the City.

ARTICLE 42
DURATION OF AGREEMENT

THIS AGREEMENT will be effective as of January 1, 2017 and will terminate on midnight December 31, 2020. Proposals for a successor Agreement may not be submitted prior to September 1, 2020.

Any provision of this Agreement may be changed, supplemented or altered, provided both parties mutually agree in writing at any time, and

The Parties understand that the terms of this Memorandum of Agreement will be submitted to the Division of Local Government Services.

IN WITNESS WHEREOF, subject to ratification by the members of the Fire Superior Officers Association and approval by the Municipal Council, the parties hereto have hereunto set their hands and seals this 9th day of JANUARY, 2019.

CITY OF JERSEY CITY



STEVEN FULOP, MAYOR OF THE CITY
OF JERSEY CITY

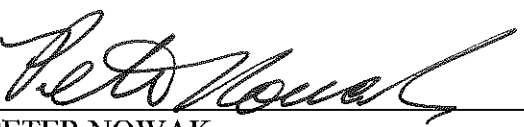


Brian Platt,
BUSINESS ADMINISTRATOR



JAMES SHEA,
DIRECTOR OF PUBLIC SAFETY

JERSEY CITY FIRE OFFICER ASSOCIATION, I.A.F.F., LOCAL 1064, AFL-CIO, CLC



PETER NOWAK,
PRESIDENT, LOCAL 1064



ROBERT PILGER,
VICE-PRESIDENT, LOCAL 1064

ATTEST:



ROBERT BYRNE, R.M.C.
CITY CLERK, CITY OF JERSEY CITY