

**MEMORANDUM OF AGREEMENT** Between  
City of Jersey City, Hudson County, New Jersey  
And the  
Jersey City Fire Officers Association,  
I.A.F.F., Local 1064, AFL-CIO, CLC

*THE CITY OF JERSEY CITY AND JERSEY CITY FIRE OFFICERS ASSOCIATION, I.A.F.F., LOCAL 1064, AFL-CIO, CLC, HEREBY AGREE TO THE FOLLOWING AMENDMENTS TO THE CURRENT COLLECTIVE NEGOTIATIONS AGREEMENT, WHICH WILL EXPIRE ON DECEMBER 31, 2020, THE TERM OF WHICH SHALL BE EXTENDED FOR FOUR ADDITIONAL YEARS, JANUARY 1, 2021 THROUGH DECEMBER 31, 2024, WITH THE FOLLOWING ADDITIONS:*

**PREAMBLE**

THIS AGREEMENT, entered into this 12<sup>TH</sup> day of DECEMBER, 2019, by and between the CITY OF JERSEY CITY, in the County of Hudson, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "the City", and the JERSEY CITY FIRE OFFICERS ASSOCIATION, I.A.F.F., LOCAL 1064, AFL-CIO, CLC, hereinafter referred to as "the Union", represents the complete and full understanding on all negotiable issues between the City and the Union. This agreement, modifying and extending the current Collective Negotiations Agreement, is subject to ratification of the parties. The parties agree to recommend ratification of this agreement to their respective membership (the City Council and Local 1064 members, respectively). All terms of the existing Collective Negotiations Agreement shall remain in full force and effect, except as modified by this Memorandum. Unless otherwise explicitly stated herein, all Articles and/or provisions of this Memorandum of Agreement shall become effective upon full ratification by the parties.

**Article 6**  
**Representation Fee**

**AMEND** Section A. as follows:

Purpose of Fee. If a Fire Officer does not become a member of the Union during any membership year (i.e., from September 1<sup>st</sup> to the following August 31<sup>st</sup>) which is covered in whole or in part by this Agreement, said Fire 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. The City's obligation to deduct this representation fee and to comply with the procedures set forth in this Article is contingent upon the submission of written consent by the Fire Officer to do so on a form to be provided by the Union.

## Article 9

### Work week and Staffing

Effective 1/1/2020

**MODIFY A.3.** The Union and the City agree to a 1-year trial period of the following starting times:

1. Deputy Chiefs shall commence their shift at 0700 hours and continue through 0700 the following day.
2. Battalion Chiefs shall commence their shift at 0730 hours and continue through 0730 the following day.
3. Captains shall commence their shift at 0730 hours and continue through 0730 the following day.

If the Union and the City mutually agree, the above listed start times can be modified after the 1-year trial period, to be in place for an additional 1-year trial period. If upon the completion of the above-mentioned trial period both parties agree that the trial was a success, the modified start times shall become permanent.

**MODIFY B.1.** All Officers assigned to Staff positions shall work Monday through Friday on the following schedule, subject to the Chief's right to stagger the Staff Fire Officers on the 5/2, 4/3 schedule:

5 days on duty, followed by 2 days off,

4 days on duty, followed by 3 days off. Each Fire Officer shall submit his/her request regarding days off to the Chief. The Chief shall determine which 4 days each staff officer will work.

The schedule for each Staff Fire Officer shall then repeat itself. A staff workday shall consist of an 8.5-hour day.

**MODIFY C.1.1** Staff Fire Officers who are temporarily reassigned as a line Fire Officer shall work no more than 86 hours over a 2-week cycle unless all Fire Officers reject the opportunity to work. In the event a Staff Fire Officer who is temporarily reassigned as a Line Fire Officer fails to meet the minimum work hours over a 2 week cycle the City agrees to forgo scheduling that Fire Officer for any additional workday in the event that such day is less than 8.5 hrs.

**Modify C.2.** to reflect 8.5-hour workdays.

- **New Subsection E.** City agrees to maintain a minimum of 141 Captains. If the number of apparatus increases, the minimum number of Captains will increase at a rate of 5.4. The City agrees to promote on a body for body replacement basis for any retirement in the Captain rank.

- The City and the Union shall review the body for body promotion/replacement policy for Captains. If the policy is mutually determined to be successful, this agreement may be reopened and the body for body promotion/replacement policy shall be extended to the ranks of Battalion Chief and Deputy Chief.

**Article 10  
Vacation**

**Effective 1/1/2020**

**MODIFY** A.1. All Fire Officers shall receive twelve (12) twenty-four (24) hour tours of vacation annually.

**ELIMINATE** subsection A.2.

**MODIFY** Subsections D.1. and D.3.: delete “twelve (12) blocks in period 3” and replace with “thirteen (13) blocks in period 3.”

**Article 11  
Insurance and Benefits**

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

**MODIFY** paragraph A.1. to include the following:

1. Effective January 1, 2021 out-of-network (OON) reimbursement will be paid at 60% of Fair Health rate.

2. The City will continue to cover out-of-network (OON) chiropractic services for Fire Officers or dependents who have used OON chiropractic services at any time over the last 10 years prior to the date of ratification of this MOA. The Fire Officer or dependent must have proof of care and is restricted to that practitioner. Effective January 1, 2020, OON chiropractic coverage shall be eliminated for all Fire Officers and dependents, except for those Fire Officers and dependents who meet the criteria of this section.

3. Effective January 1, 2021, out of network (OON) per annum deductible shall be increased to \$500 for single and \$1000 for all other levels of coverage.

4. Effective January 1, 2021, Primary Care office visits shall increase to \$25 and Specialists shall increase to \$35.

**ADD NEW Subsection F. 3. RETIREE HEALTH BENEFITS:**

F.3 Fire Officers with 20 years of credit as of December 31, 2019 shall contribute 3.0% of their annual pension towards the cost of their retiree health insurance.

**New F.4** Future retirees who do not meet the criteria in paragraphs 1, 2 or 3 above shall contribute toward the cost of their retiree health insurance in accordance with the table set forth in P.L. 2011, Ch. 78.

Renumber remaining subsections.

**New F.10.** All Fire Officers who retire on or after January 1, 2021 shall enroll in AETNA Medicare Advantage when Medicare eligible. The Medicare Advantage Plan shall be the same as that which is provided in the State Health Benefits Plan.

**New F.11** The employer will reimburse retirees for Medicare Part B or Part D which a retiree or his/her family member may be required to enroll in.

**New F.12.** Retirees who waive benefits will have the ability to re-enroll in the employer provided retiree health/prescription plans at the contribution rate he or she would have been entitled to or required to on the date of retirement.



**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 the tour, then the absent fire officer will either find another fire officer to work the tour or forfeit the appropriate number of compensatory days to cover the tour vacancy.

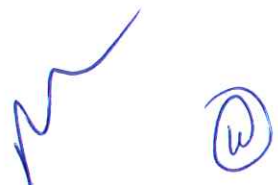
B. Exchange of tours will be for ten (10) hour day tour, fourteen (14) hour night tour, or twenty-four (24) hour periods only. There will be no partial exchanges of tours.

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. Requests for mutual exchange tours of duty 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.

F. 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.

Handwritten signature and initials in blue ink. The signature is a stylized 'M' followed by a flourish. To its right is a circled 'W'.

**Article 20**  
**Holidays and Compensation Time Off**

**Effective 1/1/2020**

**DELETE** Old Sections A.1. and 2. and **INSERT** the following replacement:

A. All Fire Officers, in addition to their regular wages, will receive eight (8) holidays as follows:

1. All eight (8) of the holidays will be given as compensatory days off.
2. Of the eight (8) holidays, the Fire Officer may choose to have any or all of 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 choose to have any or all of the six (6) holidays used as compensatory days as set forth in A.1. above. Fire Officers must notify the Chief no later than October 31 of the number of days he/she wants to be paid for in cash if less than six (6) days, or if he/she chooses not to receive holiday pay in cash.

**New F.1** Fire Officers will be granted time off, whether a vacation day, compensatory day or a sick/injury day, until the Department reaches 26 Captains per group on duty, at which point no additional time off will be granted. This shall apply seven (7) days a week. The Fire Chief, with approval from the Director of Public Safety, may grant additional Fire Officers off below 26 per group. This decision of the Fire Chief shall not be grievable or arbitrable. This provision shall apply only as long as the Fire Department is staffed with 140 or more Captains assigned to fire suppression.

**RE-LETTER** all other subsections in this Article to reflect insertion of new Section F (old F becomes G, old G becomes H, old H becomes I, old I becomes J, old J becomes K).

**New Section G** (old Section F) shall be **REPLACED** with the following:

1. If the City fails to maintain 140 Captains assigned to Fire Suppression, subsection G.2. shall apply.
2. 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 Captains 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.

**NEW Section L.**

In addition to the above-referenced holidays, any day that is declared a holiday by the Mayor or Council of the City shall be deemed a holiday, and all other Sections of this Article shall then pertain. Should the City declare an additional holiday for any other City employees, the members herein shall receive the full amount of additional time off as a compensatory day.

**Article 21  
Salaries and Longevity**

**Remove old Section A.**

**NEW** paragraph *A.1.* The new salary guide is attached hereto and is made part of this MOA. The salary gap between the top step of one rank and the bottom step of the higher rank shall not be less than 1% of the top step salary for the lower rank.

**NEW** paragraph *A.2.:* Effective January 1, 2020, every Fire Officer shall have added to their base pay seventy percent (70%) of the cost of six (6) compensatory days (72hrs) into their base pay. See attached salary guide which is made part of this MOA.

B.2. All Fire Officers hired as Fire Fighter after May 1, 2011 but before January 1, 2019 shall receive the following longevity: (same guide as B2 of old contract, percentage)

**DELETE** *old B3 and replace with:*

B.3. All Fire Officers who were hired as Fire Fighter on or after January 1, 2019 shall not be eligible for longevity.

**Article 26**

**Terminal Leave**

**MODIFY** paragraph E.: Retiree payouts under this Article will be paid out as follows:

a. Terminal Leave Payments

- (1) Up to \$75,000 lump sum or equal increments up to 5 years, employee's choice
- (2) \$75,000.01 up to \$150,000 paid over three (3) equal increments over three (3) years. At employee's discretion, this payout may be extended up to five (5) equal increments over five (5) years. During the course of the payout, the City and employee may agree to shorten this payment schedule. Either party may initiate the discussion in an attempt to come to an agreement to shorten the payment schedule.
- (3) A payout of \$150,000.01 and above will be paid in five (5) equal increments over five (5) years.

During the course of the payout, the City and employee may agree to shorten this payment schedule. Either party may initiate the discussion in an attempt to come to an agreement to shorten the payment schedule.

**Article 37**

**Contract agreements**

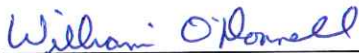
**Change dates** to reflect extension- January 1, 2021 through December 31, 2024.

**Article 42**

**Duration of Agreement**

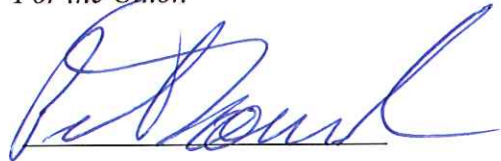
**Add to Article:** The contract shall be extended through December 31, 2024.

*For the City:*

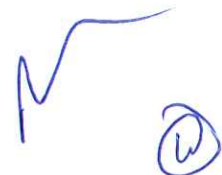


For: James R. Shea, Director of Public Safety

*For the Union*



Peter Nowak, President Local 1064





Steps	2020	2021	2022	2023	2024
<b>Capt.</b>					
1	\$116,534	\$116,534	\$116,862	\$118,615	\$120,395
2	\$119,975	\$119,975	\$119,975	\$119,975	\$121,599
3	\$127,601	\$127,601	\$127,601	\$127,601	\$127,601
4	\$145,270	\$147,449	\$149,661	\$151,906	\$154,184
<b>BC</b>					
1	\$148,486	\$148,924	\$151,157	\$153,425	\$155,726
2	\$151,589	\$151,589	\$152,669	\$154,959	\$157,283
3	\$158,478	\$160,855	\$163,268	\$165,717	\$168,203
<b>DC</b>					
1	\$162,292	\$162,464	\$164,901	\$167,374	\$169,885
2	\$178,293	\$180,967	\$183,682	\$186,437	\$189,234