

**MEMORANDUM OF AGREEMENT**

The City of Bayonne ("City") and the FMBA Local 211 ("FMBA"), hereby agree to this Memorandum of Agreement ("Agreement") with respect to a successor collective negotiations agreement ("CNA") between the parties. This Agreement is subject to ratification of the parties. The parties agree to recommend ratification of this Agreement to their respective membership (the City Council and FMBA members, respectively).

The terms of the Agreement are as follows:

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

4. **Article 1 Recognition**

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

5. **Article 3 Vacation**

- a. Effective upon full ratification but no later than September 22, 2021 if ratified after that date, 48 hours of personal day time will be added to and included in base pay at each step of the salary at the then rate of pay.
- b. Effective January 1, 2022, Captains will have 3 personal days and Battalion Chiefs will have 4 personal days.
- c. In Section 4, modify the July 23, 2004 MOU as follows:

All terminal leave will be disbursed in three (3) equal payments. The first payment shall be made within sixty (60) days from the date of the notice of



intention to retire or on the date of retirement, whichever occurs later. The remaining payments shall be made as follows: The second payment to be made on July 1 of the following calendar year of retirement and the third payment to be made on July 1 of the next calendar year. If the employee should die before all disbursements are made, the City shall make the remaining payments to his/her estate.

6. **Article 4**      **Leaves of Absence**

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

7. **Article 5**      **Wages**

Increase wages across the board retroactively with backpay as follows:

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

8. **Article 6**      **Insurance**

a.      Modify retiree health insurance provision in paragraph 9 of the 10/16/13 MOU to provide that fire officers who do not meet the eligibility requirements of paragraph 5 of the 12/11/17 MOU as of 12/31/24 or those who retire after 1/1/25 shall contribute, upon retirement and eligibility to receive City-provided retiree health insurance benefits, 10% of the cost of their City-provided retiree health insurance.

b.      Increase eyeglasses and/or contacts reimbursement to \$250 per year.

9. **Article 11**      **Miscellaneous**

Clarify Section 4 to provide that (1) City will utilize the then-current promotional list for Battalion Chief in selecting Captains for the Acting position; (2) Acting Battalion Chief assignments shall be made from within the group where the vacancy for Battalion Chief exists; (3) if there is no promotional list or no Captain on the current promotional list is available to accept the assignment of an Acting Battalion Chief position, the City will use seniority to select the Captain to serve in the Acting Battalion Chief position.



Captains may not be involuntarily transferred to a new Group solely due to placement on Battalion Chief promotion list and eligibility for an Acting Battalion Chief assignment.

10. Add to contract:

Non-grandfathered fire officers (26% Captains and 41% Battalion Chiefs) who are assigned to the Training School shall receive 4% base pay adjustment above their current rate of pay if they are not a top pay (32% Captain or 52% Battalion Chief) for the duration of the assignment to the Training School.

FOR THE CITY:

FOR FMBA LOCAL 211:

*James M. Davis*  
James M. Davis, Mayor

By: *Donna M. Russo*  
ASST. CITY ATTORNEY

Dated: *9/19/21* WITH AUTHORIZATION

*[Handwritten signature]*

*Donna M. Russo*

Dated: *9/19/21*

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Michael Petrakian, President

\_\_\_\_\_  
Dated:

\_\_\_\_\_

\_\_\_\_\_  
Dated:

Bayonne FMBA Local 211  
Salary Guide For 2021 - 2025

BASE PAY SALARY GUIDE

Captain

	<u>7/1/2020 Salary</u>	<u>7/1/2021</u>	<u>9/22/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>
10% Captain	117,558.00	119,907.12	122,542.32	125,299.52	128,432.01	131,642.81	134,933.88
15% Captain	122,895.00	125,352.90	128,107.62	130,990.04	134,264.79	137,621.41	141,061.95
20% Captain	128,234.00	130,798.68	133,672.92	136,680.56	140,097.57	143,600.01	147,190.01
26% Captain	134,642.00	137,334.84	140,353.08	143,511.02	147,098.80	150,776.27	154,545.68
32% Captain	141,330.00	144,156.60	147,324.60	150,639.40	154,405.39	158,265.52	162,222.16

Battalion Chief

	<u>7/1/2020 Salary</u>	<u>7/1/2021</u>	<u>9/22/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>
31% BC	140,104.00	142,906.08	146,046.72	149,332.77	153,066.09	156,892.74	160,815.06
36% BC	145,442.00	148,350.84	151,611.00	155,022.25	158,897.80	162,870.25	166,942.00
41% BC	150,783.00	153,798.66	157,178.82	160,715.34	164,733.23	168,851.56	173,072.85
52% BC	162,529.00	165,779.58	169,422.78	173,234.79	177,565.66	182,004.80	186,554.92

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

*JWR/AM*

**MUNICIPAL COUNCIL OF THE CITY OF BAYONNE**

**RESOLUTION NO. 21-09-22-065**

**WHEREAS**, the City of Bayonne and the FMBA Local 211 (collectively the "Parties") are parties to a Collective Negotiations Agreement ("CNA") effective July 1, 2013 through December 31, 2018; and

**WHEREAS**, said CNA was extended through December 31, 2020 by way of Memorandum of Understanding approved and adopted pursuant to Resolution No. 17-12-13-105 adopted December 13, 2017; and

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

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

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

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

**RESOLVED** by the Municipal Council as follows:

1. The City of Bayonne approves and adopts the attached Memorandum of Agreement as resolution of all outstanding issues relating to the successor Collective Negotiations Agreement between the City of Bayonne and FMBA Local 211.

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

JFC:nmi

A TRUE COPY

*Madeline E. Medina*  
CITY CLERK