

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

City Clerk File No. RES. 04-734

Agenda No. 10.2.10.

Approved: SEP 22 2004

TITLE:



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

COUNCIL offered and moved adoption of the following Resolution:

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

WHEREAS, the said agreement contains the terms set forth in the attached agreement covering the period January 1, 2004 through December 31, 2007; and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City to approve the attached agreement; and

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the agreement attached hereto, entered into by and between the City of Jersey City and Jersey City Uniformed Fire Officers Association, 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 contract on behalf of the City of Jersey City.

PWM/ph
12-04-03

APPROVED: _____ APPROVED AS TO LEGAL FORM
 APPROVED: _____ *Ngoy R. Black*
Business Administrator Corporation Counsel

Certification Required
 Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/22/04							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
BRENNAN	✓			GAUGHAN	ABSENT			HEALY	✓		
DONNELLY	✓			MALDONADO	✓			VEGA	✓		
LIPSKI	✓			RICHARDSON	✓			SMITH, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

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

Harvey Smith
 Harvey Smith, President of Council

Robert Byrne
 Robert Byrne, City Clerk

AGREEMENT

Between

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

and

**JERSEY CITY UNIFORMED
FIRE OFFICERS ASSOCIATIONS**

LOCAL 1064, I.A.F.F., AFL-CIO, CLC

January 1, 2004 through and including December 31, 2007

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PREAMBLE

THIS AGREEMENT, entered into this 21st day of OCTOBER, 2004 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, Deputy 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. It is agreed that the titles of Chief, Deputy Chief and Chief of Fire Prevention will no longer be included within the bargaining unit as set forth above. The Unit will consist of the ranks of Captain, 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 I 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.

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. The change in the language of this Article from the language as it existed in the agreement for the period January 1, 1988 through December 31, 1990 will not be used by either party to this contract in any grievance or dispute that is pending as of February 10, 1993 and will not be interpreted to allow the City to change the current system of computing terminal leave under Article 26 of this contract.

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 absence, his authorized representative. He shall not interfere with normal conduct of work within the Department.

B. The President of the Association, or in his absence his designee, shall be assigned to special duty day tour, and except in emergencies, shall be entitled to administer and enforce the provisions of this Agreement. The President, or his designee, will report their location by telephone to the office of the Chief.

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 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.

E. The negotiating committee of the Union, not to exceed five (5) men 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 designee, and he 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.

H. The Jersey City Firemen's Federal Credit Union shall be permitted to maintain offices at 666 Summit Avenue. However, if the City deems it necessary to sell or utilize said building for other purposes, the Jersey City Firemen's Federal Credit Union 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.

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.

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 or 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 or 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 or 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.

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.

B. The work schedule for Fire Officers assigned to Central Office shall consist of forty-two (42) hours per week over an eight (8) week cycle, scheduled in either twenty-four (24) hour shifts or ten (10) hour day shifts and fourteen (14) hour night shifts.

C. All Other Fire Officers (Detail Personnel).

1. The normal work week for all other Fire Officers shall consist of forty (40) hours per week, five (5) days per week, Monday through Friday commencing March 1, 1993.

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.

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

4. Special assignment Fire Officers (detail personnel) shall be subject to temporary reassignment as line Fire Officers with a temporary change in work schedule to that of line Fire Officers upon seventy-two (72) hours notice provided that any such temporary reassignment and change in work schedule shall be for a period of no less than one (1) eight (8) week cycle and provided that any such temporary reassignment shall not be used as part of a disciplinary action.

D. Fire Officers will be entitled to up to ninety (90) minutes early relief upon the arrival of his relief, provided no claim for overtime compensation results from his relief.

ARTICLE 10
VACATIONS

A. Until December 31, 2001, annual vacation will be granted in accordance with the following schedule for all Fire Officers except those assigned to Central Office and detailed personnel as described in Article 9.

1. One (1) year of service to the end of six (6) years of service - Twelve (12) twenty-four (24) hour tours.

2. After six (6) years of service - Fifteen (15) twenty-four (24) hour tours.

3. All Fire Officers who were promoted into the bargaining unit on or after October 4, 1995 will continue to receive twelve (12) twenty-four (24) hour tours of vacation regardless of their years of service as a Fire Fighter or Fire Superior.

B. Thereafter, effective January 1, 2002, regardless of year or date of employment as a Fire Fighter or promotion to a Fire Officer position, all current and future members 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 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.

C. On January 1, vacation time for each Fire Officer becomes vested for the ensuing year, except that, effective March 1, 1993, 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.

D. 1. All vacations shall be drawn by lot. There shall be three (3) drawings for the order of choice. Effective with the vacation drawing after December 31, 1993, 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.

2. One (1) additional vacation slot will be assigned during each off season vacation period for these vacations, namely, ten (10) in the Spring (#1) and six (6) in the Fall (#3).

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

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

1. For off season vacations, no more than one (1) Deputy Chief, City-wide, shall be on vacation at any one time. No more than one (1) 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:

ten (10) in period #1
five (5) in period #2
six (6) in period #3

2. For summer vacations, selection of vacation shall commence with the

higher ranks. Deputy Chiefs shall arrange their vacation schedule so that no more than one (1) Deputy Chief in the same group is off at the same time. 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 Chief's presence. Summer vacations for Captains shall be limited to the quotient of Captains in the Battalion utilizing the vacation period divided by five (5).

4. Fire Officers on special assignment shall be entitled to the number of consecutive days to which line members are entitled.

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. Military leaves shall not interfere with vacations.

7. Vacations for Chief Officers without permanent assignments shall be handled through the Office of the Chief of Department.

8. Company Officers with temporary assignments 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.

F. Annual vacation for Detail Personnel and Fire Officers assigned to Central Office shall be adjusted to conform as closely as possible to equal the number of calendar days granted to line Fire Officers.

G. 1. Any Fire Officer beginning his tenth (10th) year of service will have the option of deferring his vacation to a maximum of eighteen (18) days.

2. Fire Officers may defer an entire vacation (12 days) to be accrued for retirement purposes, or they may elect to defer one (1) vacation period per year until a maximum of eighteen (18) days are deferred.

3. Any Fire Officer who has already served more than twenty-two (22) years and has deferred his/her vacations, will be allowed to apply these vacations toward the twenty-three (23) day maximum deferment for the year 2001, and eighteen (24) day maximum deferment for the year 2002 provided that vacations deferments in years beyond

2002 shall be in accordance with section G. 1 of this paragraph

4. Fire Officers wishing to participate in this program must notify the Office of the Chief in writing during December of the year before they wish to start deferring vacations.

5. Fire Officers may convert two (2) or four (4) Summer vacation days into compensatory days. For the conversion of two (2) vacation days, one (1) additional terminal leave day will be granted. For the conversion of four (4) vacation days a total of two (2) terminal leave days will be granted. 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.

6. The City will supply all Fire Officers a written record of all deferred vacations as of January 31st of each year.

ARTICLE 11 **INSURANCE & BENEFITS**

A. Whenever Fire Officers are required to use their personal vehicles in the scope of their employment, the City will provide liability insurance coverage on said personal vehicles, so that the Fire Officers will not suffer economic damage for having to use their cars in the scope of their employment. Any such use of personal vehicles shall be authorized in writing by the Director of Fire.

B. The City will supply to Fire Officers all necessary legal advice and counsel in the defense of or the settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the City will pay and satisfy all judgments, except punitive damages, against the Fire Officers from such claims.

C. Hospitalization. The Fire Officers will receive fully paid Blue Cross, Blue Shield and Major Medical and Rider "J" to cover themselves and their dependents. The City reserves the right to replace the instant carrier with any other carrier, provided substantially similar benefits are provided to the Fire Officers.

D. 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.

E. The benefits and protection of N.J.S.A. 40A:14-16, as amended, are to be afforded Fire Officers as if set forth in full herein.

F. Optical. Effective March 1, 1993, the City will provide optical reimbursement to Fire Officers to a maximum reimbursement of \$75.00 per calendar year for each Fire Officer, spouse, or dependent child.

G. Prescription Plan. The City will continue to provide prescription coverage under a prescription plan in addition to the Major Medical prescription plan referred to paragraph C of this Article and except that effective on the date that this agreement signed by the parties there shall be an Eight (\$8.00) Dollar co-payment for brand name drugs and a Four (\$4.00) Dollar co-payment for generic drugs.

H. Dental Plan. The City will provide the Local Union with the open and closed currently established plans.

I. Qualified Fire Officers shall receive continued health insurance coverage paid for by the City after their retirement, as provided by City Ordinance.

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

K. The City may undertake to provide directly the benefits provided through the Funds. This option shall be available upon the condition that the benefits put forth by the City are equal to or better than those currently provided by the Fund, and is in the nature of an "open panel" program. The Union shall have the right to negotiate with the City as to the equality of the level of benefits. Should these negotiations reach an impasse, either party may submit the matter to arbitration in accordance with the grievance procedure set forth in Article 24.

L. The City and the Union agree to the continued existence of an Employee's 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 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.

M. Uniforms.

(a) Effective January 1, 2004, all Fire Officers will be provided with a sum of seven hundred and eighty (\$780) dollars clothing allowance. Effective January 1, 2005, the sum of eight hundred and thirty (\$830) dollars will be provided for clothing allowance. Effective January 1, 2006, the sum of eight hundred and eighty (\$880) will be provided for clothing allowance. The sum of fifty (50%) percent of the total for each year will be paid on the first Thursday after the Council meeting in January and the balance fifty (50%) percent will be paid on the first Thursday after the first regular Council meeting in July for the duration of this agreement.

(b) There will be negotiations prior to any uniform changes which involve

the safety of Fire Officers.

(c) All 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, including helmet, turnout coat, bunker pants, suspenders, boots, two (2) pairs of gloves and a PASS alert device. 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 at a cost not to exceed a total cost of \$2,000 per year for the entire membership of the Superior Officers Association. If the losses exceed that amount the City may within its discretion discontinue this reimbursement program, subject to the grievance procedure.

(d) The Department and Union will devise a system whereby a Fire Officer may have his 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 protective equipment replaced during the interval between regularly scheduled department inspection of protective equipment.

(e) 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.

(f) If departmental inspection of a Fire Officer's dress uniform requires the dress uniform or a portion of it to be in need of replacement the City will replace that item or items with new items.

(g) 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.

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

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 fire fighting duties, he will be entitled to injury leave with full pay during the period in which he is unable to perform such duties. Such leave, not to exceed one (1) year, will be determined by the Director of the Department of Fire. 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:14-1. Such leave will be determined by the Director of Fire. Such leave will not be arbitrarily or unreasonably withheld.

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.

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 six (6) months from the original date of injury or leave, provided the Fire Officer is permanently disabled.

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 and fifty (\$450) dollars per year payable the first pay in August. A year, under this paragraph, shall be defined as the 1st of June through the end of the 31st of May. June 1, 2003 will be the effective date to commence this Section (G) of this Article. On Duty injuries will not cause any Fire Officer to be denied this compensation.

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 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 State Department of Personnel 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.

B. Exchange of tours will be for twenty-four (24) hour periods only, from 0800 until 0800. 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. There will be a limitation that no Fire Officer involved in a mutual exchange will work more than twenty-four (24) consecutive hours.

E. The Fire Officer involved in a mutual exchange shall be limited to initiating two (2) mutual exchanges and two (2) pay backs during January through April, four (4) mutual exchanges and four (4) pay backs during May through September and two (2) mutual exchanges and two (2) pay backs during October through December. Requests for mutual exchange of tours shall be in writing and shall specify the pay back date.

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 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.

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.

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, or any other relatives residing in the immediate household of the Fire Officers.

C. One (1) 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 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. Fire Officers ordered to active duty by a component of the United States Armed Forces will be granted leave without pay for the period of such service.

B. The City hereby agrees to grant military leave for field training to Fire Officers in accordance with N.J.S.A. 38A:4-4 or as otherwise provided for under state law.

C. 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. The Director will, however, reschedule a Fire Officer's hours and days of work in order to enable the Fire Officer to attend drills and still fulfill all employment responsibilities without need for additional time off.

D. In the event an employee is called to active duty during a declared war, the employee shall receive the difference in pay between his military pay and his regular pay for up to 180 days. The City may, at its option, extend the 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 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 Line Fire Officers, in addition to their regular wages, will receive fourteen (14) holidays, eight (8) of which will be given as compensatory days off and six (6) of which will be paid in cash at straight time rates, based upon 8.4 hours, during the month of December. 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 30 of any year, shall receive credit for 50% of the unused compensatory time that was credited as of the 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 time that was credited as of the January 1 the final year of their employment. Fire Officers leaving the payroll for reasons other than retirement shall have their compensatory time for the final year of their employment pro rated. Unused compensatory time off will accumulate from year to year and will be granted to each Fire Officer prior to his retirement.

B. Fire Officers assigned to Central Office shall be construed as Line Fire Officers.

C. Should the City declare an additional holiday for any other City employees, the Fire Officers herein will receive the full amount of additional time off as a compensatory day.

D. 1. All special assignment 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. Any 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 is assigned to the special assignment to the same extent as though he were permanently assigned to detail. This shall not apply to Fire Officers who are temporarily reassigned from special assignment to line assignment.

E. 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.

F. Eight (8) days notice must be given to the Department head, or his representative, by a Fire Officer requesting compensatory time off. The Fire Officer must be advised of the approval or disapproval of his 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.

G. Compensatory time shall be granted until the minimum on duty strength has been reached. Thereafter, if necessary, additional Officers shall be granted compensatory time and replaced by overtime personnel as per the following schedule: One (1) Deputy Chief, one (1) Battalion Chief, and three (3) Company Officers City-wide, by tour, shall be given compensatory days off during summer vacation periods in any one (1) year, if the Department is operating below minimum strength; and one (1) Deputy Chief, two (2) Battalion Chief and six (6) Company Officers City-wide, by tour, shall be given compensatory days off at other times, in any one (1) year if the Department is operating below minimum strength. These limitations on compensatory time for Officers, when Department is below minimum strength, shall not apply on the following holidays set forth below:

Thanksgiving Day and Night
Easter Day and Night
Christmas Eve, Christmas Day and Night
New Year's Eve and New Year's Day

H. The draw system will be used in granting compensatory days off on holidays and the evenings before the holidays. Section I will not apply to Section J.

I. Overtime granted to compensate for compensatory time below minimum manpower strength will be drawn only from Fire Officers who are not scheduled to work the tour immediately preceding or following the tour to be worked on overtime.

J. 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.

K. 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.

L. The City will supply to all Fire Officers a written record of all time owed them (compensatory time, vacations, etc.) as of January 31st of each year.

M. 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 \$250,000.00 per year to the entire Fire Department, which is not cumulative. It is

understood that Fire Fighters have first priority on use of the \$250,000.00. To the extent that there is any money unused, the Fire Officers shall be entitled to its use.

N. All line Fire Captains will be credited with one (1) compensatory day in 1999, one (1) compensatory day in 2000 and two(2) compensatory days in 2001.

ARTICLE 21
SALARIES, LONGEVITY AND SERVICE DIFFERENTIAL

A. All Fire Officers will receive increases in base salaries of 3.5% effective January 1, 2004, 3.5% effective January 1, 2005, 3.5% effective January 1, 2006, and 3.5% effective January 1, 2007, in accordance with the following schedules.

	<u>Effective</u>				
	1/1/03	1/1/04	1/1/05	1/1/06	1/1/07
Capt. I(0-12 mos.)	78,712	81,933	84,800	87,768	90,840
Capt. II (13-24 mos.)	85,143	88,589	91,689	94,898	98,220
Capt III (After 24 mos.)	90,778	94,421	97,726	101,146	104,686
B.C. I.	94,951	98,740	102,196	105,773	109,475
B.C./SUP. APP.	99,122	103,057	106,664	110,397	114,261
DC	111,639	116,012	120,073	124,275	128,625

B All Fire Officers will have a one time adjustment added to their base pay in the amount of four hundred and fifty (\$450) dollars for the duties of the Emergency First Responder Program, effective January 1, 2004.

C. 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

The 16% longevity step shall begin as of July 1, 1994.

D. A Fire Officer who is hired up to October 31 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.

E. 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.

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

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

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

I. 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.

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.

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 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 will receive a minimum of four (4) hours pay at time and one-half. Recall procedure will be defined in General Order No. 87-34 or as revised within the discretion of the Fire Director after consultation with Local 1064.

F. All Fire Officers will be subject to recall to duty at the discretion of the Fire Chief with the approval of the Fire Director.

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. Present overtime practice will continue unless otherwise agreed to by the parties.

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

K. Mutual Aid. Where mutual aid mandates recall of Fire Fighters, the City shall recall one (1) Captain for every five (5) Fire Fighters recalled, plus a minimum of one (1) Battalion Chief and one (1) Deputy Chief when twenty-five (25) Fire Fighters are recalled.

L. 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.

M. 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.

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 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 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, either party 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 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 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.

The Arbitrator's decision shall be in writing, and shall set forth his 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 shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him 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 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 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 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. All Fire Officers will also receive a mandatory cash payment in lieu of time off for any unused vacation time, to a maximum of the time to which the Fire Officer is entitled for his 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. In addition to the above, all Fire Officers will receive a mandatory cash payment for all unused compensatory time.

B. 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.

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 last two (2) years of active service, or, if for any reason relating to his employment, an employee is prevented from taking a vacation period during his 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 or 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 or 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 State Department of Personnel Merit System Board 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 may elect to proceed to arbitration or he may appeal to the State Department of Personnel Merit System Board as provided by law, but not both.

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

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

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 Fire as to guilt or innocence will be rendered within one (1) hour of the close of formal presentations.

(b) The Director of Fire 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 Fire 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 State Department of Personnel Merit System Board, 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 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 locks 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, blankets and pillows
3. Chairs
4. Tables
5. Lunchroom facilities
6. Kitchen equipment (refrigerators, stoves)

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 is acting, only after the completing of a full tour.

C. The following formula shall be used to compute the number of calendar days:

1. An Officer who works a single tour shall receive credit of one (1) calendar day.

2. An Officer who works more than one (1) continuous tour shall receive two (2) calendar days credit for each tour worked.

3. A "tour" is defined as a ten (10) or fourteen (14) hour day/night (or day for any special assignment Fire Officer.) Thus, a twenty-four (24) hour tour would count as two (2) tours of duty for the purpose of this Article.

D. Selection of personnel to serve in an acting out-of-title capacity may be based on G.O. 8433, subject to the discretion of the Director. That Order provides:

1. The right of first refusal shall apply in accordance with rank list position or rank seniority position.

2. Acting Deputy Chief.

(a) Where there is a certified Civil Service promotional list for the position of Deputy Chief:

(i) The highest ranking Battalion Chief on the list assigned to the Division shall be offered the position.

(ii) Lacking a ranking Battalion Chief on the list in the Division, the ranking Battalion Chief City-wide of that group shall be offered the position.

(iii) Lacking a ranking Battalion Chief on the list in the group, the rules applying to "No List" shall prevail.

(b) Where there is no Civil Service promotional list:

(i) The Acting Deputy Chief position will be offered, by seniority, within the group. If no individual accepts the acting position, the least senior individual will be assigned the position.

3. Acting Battalion Chief.

(a) Where there is a certified Civil Service promotional list for the position of Battalion Chief:

(i) The highest ranking Captain on the list from that group shall be offered the position.

(ii) Lacking a ranking Captain on the list from that group, the rules for "No List" shall prevail.

(b) Where there is no Civil Service promotional list:

(I) The senior Captain within each group shall be offered the Acting Battalion Chief position. If no individual accepts, the least senior captain assigned to the group shall be assigned as the Acting Battalion Chief.

E. If there is a special re-employment list because of demotions in lieu of layoffs, the special re-employment list will take priority over an existing regular promotion list. In the event an acting position arises within a group, the most senior individual on the original promotion list of those on the special re-employment list in the group in which the acting position arises will be assigned the position within the group. If there is no individual on a special re-employment list on the group, then the rules for a regular list shall apply, and if there are no individuals on a regular list, then the rules for "No List" shall apply.

1. Provisional Appointments.

(a) If it becomes necessary to make provisional appointments because of the length of time it will take the department of personnel 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.

(b) Any person appointed as a provisional will receive the highest pay of the rank to which the person is being appointed.

F. Whenever the minimum on-duty strength has been reached, the following policy shall be utilized regarding the use of Acting Captains:

Captains' vacancies created by the granting of compensatory time shall be filled as per Article 20.

If additional Captains' vacancies exist, captains will be replaced as per the following formula:

- (a) First captain vacancy filled by overtime Captain.
- (b) Second vacancy will be filled by Acting Captain.
- (c) Third vacancy filled by overtime Captain.
- (d) Fourth vacancy filled by Acting captain, etc.

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

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

I. The manning of the Chief Officer positions will be as outlined in the "Office of the Chief Interdepartmental Memorandum."

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 with the art of supervision and all General Orders for which he 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 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. There will be an individual cap of Twenty-Five Hundred (\$2,500) Dollars for each Fire Officer per calendar year.

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 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 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.

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, 2004 agreed upon the terms and conditions of employment of the Fire Officers for the contract period commencing January 1, 2004 then the terms and conditions of this contract of employment will remain in full force and effect without prejudice until the negotiation, consummation and execution of said later 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
DURATION OF AGREEMENT

THIS AGREEMENT will be effective as of January 1, 2004 and will terminate on midnight December 31, 2007. Proposals for a successor Agreement may not be submitted prior to September 1, 2007.

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

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 21st day of OCTOBER, 2004.

WITNESS:

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

William Anderson
SECRETARY, LOCAL 1064

Wayne McCarthy
WAYNE MC CARTHY, PRESIDENT

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
ROBERT BYRNE, CITY CLERK

L. Harvey Smith
L. HARVEY SMITH,
ACTING MAYOR

AGREEMENT JERSEY CITY FIRE OFFICERS ASSOCIATION

WHEREAS, the City of Jersey City (hereinafter referred to as the "City") and the Jersey City Fire Officers Association, Local 1064, I.A.F.F. (hereinafter known as "Local 1064") have concluded a successor collective negotiations agreement for Fire Captains, Fire Battalion Chiefs and Supervisor of Apparatus (hereinafter known as "Local 1064 Agreement") commencing January, 1, 2004 and ending December 31, 2007; and

WHEREAS, the parties of the Local 1064 Agreement have agreed that while Deputy Chief, Chief of Fire Prevention (hereinafter referred to as "Deputy Chiefs") are not managerial executives as defined by Chapter 303 of the Laws of 1968, that they shall nonetheless be placed in a separate negotiations unit to avoid any possible conflict between the ranks of Fire Supervisor Officers; and

WHEREAS, the Deputy Chiefs have formed, and the City has recognized, Local 1064B, I.A.F.F. as the collective negotiations representatives for Deputy Fire Chiefs; therefore, Local 1064B, I.A.F.F. and the City do hereby agree as follows:

1. With the exception of salaries, all of the terms and conditions of the Local 1064 Agreement (including service differentials and longevity payments where applicable) shall apply to Fire Deputy Chiefs until the expiration date of the Agreement, on December 31, 2007.
2. The Deputy Chiefs shall receive salaries in accordance with the following schedule:

<u>DATE</u>	<u>SALARY</u>
January 1, 2003	\$111,639.00
January 1, 2004	\$116,012.00
January 1, 2005	\$120,073.00
January 1, 2006	\$124,275.00
January 1, 2007	\$128,625.00

3. Representatives of Local 1064B shall process all grievances for Deputy Chiefs by utilizing the Grievance Procedure set forth in the Local 1064 Agreement.
4. Representatives of Local 1064B shall negotiate a successor collective

negotiations agreement for Deputy Fire Chiefs in accordance with the schedule set forth in the Local 1064 Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals this 21st day OCTOBER, 2004.

WITNESS:

William Anderson
SECRETARY, LOCAL 1064B

**JERSEY CITY FIRE DEPUTY CHIEFS
ASSOCIATION LOCAL 1064B, AFL-
CIO**

BY: Joseph Gallagher
**JOSEPH GALLAGHER,
PRESIDENT**

ATTEST:

Robert Byrne
ROBERT BYRNE, CITY CLERK

CITY OF JERSEY CITY

BY: L. Harvey Smith
**L. HARVEY SMITH,
ACTING MAYOR**