

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

City Clerk File No. Res. 17-785
 Agenda No. 10.U
 Approved: SEP 27 2017
 TITLE:



A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE UNIFORMED FIRE FIGHTERS ASSOCIATION OF JERSEY CITY, I.A.F.F., LOCAL 1066, AFL-CIO, CLC TO MODIFY AND EXTEND THE EXISTING AGREEMENT

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, after extensive bargaining, a tentative agreement has been agreed upon by the City of Jersey City and the Uniformed Fire Fighters Association of Jersey City, I.A.F.F., Local 1066, AFL-CIO, CLC; and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City memorialize the terms and to approve the attached Memorandum of Agreement modifying the current Collective Negotiations Agreement and extending it to December 31, 2020.

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

1. The Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and the Uniformed Fire Fighters Association of Jersey City, I.A.F.F., Local 1066, AFL-CIO, CLC, is hereby ratified approved; and
2. The Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City strictly in accordance with the attached Memorandum of Agreement.

9/21/2017

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.27.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - NON-CONTRACTUAL

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

Full Title of Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE UNIFORMED FIRE FIGHTERS ASSOCIATION OF JERSEY CITY I.A.F.F., LOCAL 1066, AFL-CIO, CLC

Initiator

Department/Division	Law Department	Labor & Employment
Name/Title	Megan L. Morey	Assistant Corporation Counsel
Phone/email	201-547-5895	mmorey@jenj.org

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

Resolution Purpose

To modify and extend the Collective Bargaining Agreement between the City of Jersey and the Uniformed Fire Fighters Association of Jersey City, Local 1066 ("Local 1066"). After bargaining sessions, the City of Jersey City and Local 1066 have entered into a temporary agreement, which terms are enunciated in the attached Memorandum of Agreement ("MOA"). This resolution will authorize the Mayor or Business Administrator to sign a formal labor contract on behalf of the City of Jersey City.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

MEMORANDUM OF AGREEMENT

Between

City of Jersey City, Hudson County, New Jersey

And the

Uniformed Fire Fighters Association of Jersey City,
I.A.F.F., Local 1066, AFL-CIO, CLC

THE CITY OF JERSEY CITY AND THE UNIFORMED FIRE FIGHTERS ASSOCIATION OF JERSEY CITY, I.A.F.F., LOCAL 1066, AFL-CIO, CLC, HEREBY AGREE TO THE FOLLOWING AMENDMENTS TO THE CURRENT COLLECTIVE NEGOTIATIONS AGREEMENT, WHICH WILL EXPIRE ON DECEMBER 31, 2019, THE TERM OF WHICH SHALL BE EXTENDED FOR ONE ADDITIONAL YEAR, JANUARY 1, 2020 THROUGH DECEMBER 31, 2020, WITH THE FOLLOWING ADDITIONS:

PREAMBLE

THIS AGREEMENT, entered into this 5th day of September, 2017, by and between the CITY OF JERSEY CITY, in the County of Hudson, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "the City", and the UNIFORMED FIRE FIGHTERS ASSOCIATION OF JERSEY CITY, I.A.F.F., LOCAL 1066, AFL-CIO, CLC, hereinafter referred to as "the Union", represents the complete and full understanding on all negotiable issues between the City and the Union. This agreement, modifying and extending the current Collective Negotiations Agreement, is subject to ratification of the parties. The parties agree to recommend ratification of this agreement to their respective membership (the City Council and Local 1066 members, respectively). All terms of the existing Collective Negotiations Agreement shall remain in full force and effect, except as modified by this Memorandum.

Article 2

Maintenance and Modification of Work Rules

D. *Add as new paragraph D:* Past practice may be used by either party for the purposes of interpreting the language of this contract. Past practice shall not be used for the establishment of a term and condition of employment not based upon contractual language.

E. *Add as new paragraph E.* There shall be no surreptitious recordings of any City employee.

F. *Add that the parties shall agree and implement a Social Media Policy*

(1)



Article 10
Vacations

- A. *Add to paragraph 8 the following at the end: ". . . which shall be rescheduled."*
- B. *Add to paragraph A, section 9: Staff Fire Fighters shall receive the same number of vacation hours as line Fire Fighters.*
- C. *Add to paragraph B, section 2: The following quotients will take effect effective January 1, 2018 as defined in the Vacation General Order:*
- Six (6) to twenty (20) in period #1 (Spring)
Six (6) to ten (10) in period #2 (Summer)
Six (6) to twelve (12) in period #3 (Fall)
- D. *Add to paragraph D, new section 8: Fire Fighters may have the right to cash in 50% of their vacations for cash effective January 1, 2018 and are required to notify the Office of the Chief in January of said intention via Departmental 489.*
- E. *Modify paragraph E as follows: Employees who take qualifying FMLA/NJFLA leave will have the option to use available vacation time concurrent with FMLA/NJFLA leave.*

Article 11
Insurance and Benefits

C.2. *MODIFY paragraph as follows: Effective as soon as practicable for the City following ratification, the out of network reimbursement charges will be 70% of fair health rate.*

F. *ADD to paragraph: Effective as soon as practicable for the City following ratification, Quantity Management and Mandatory Generic shall be implemented for prescriptions. Prior to the implementation of quantity management and mandatory generic the City will provide each Firefighter with a list of currently taking brand name drugs that will be subject to mandatory generic. A procedure will be established for those who wish to continue with brand versus generic drugs. Mandatory generic shall be effective no sooner than 10/1/17, permitting members time to review and submit medical documentation of the medical necessity for other than a generic drug.*

(2)



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

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

2. Firefighters with 20 years of credit as of December 31, 2014 shall only contribute 1.5% of their annual pension.

3. Future retirees who do not meet the criteria of paragraphs 1 and 2 above shall contribute to the cost of retiree health insurance pursuant to P.L. 2011, Chapter 78.

Q. *Add to paragraph Q:* Retirees and those Fire Fighters with twenty (20) years of service as of June 28, 2011 shall not contribute to the cost of retiree health benefits. Fire Fighters with twenty (20) years of credit as of December 31, 2014 shall only contribute 1.5% of their annual pension.

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

S. *Add as new paragraph S:* In the event that an active Fire Fighter dies with less than 25 years of service, the dependents of the Fire Fighter shall receive health benefits for one (1) year.

T. *Add as new paragraph T:* The City and the Local shall meet to discuss any and all health insurance issues.

Article 12 Uniforms and Uniform Maintenance

H. *MODIFY paragraph H as follows:* Fire Fighters will be permitted to wear shorts and golf shirts during the summer period, i.e. "May 15th through September 15th". . .

Article 15 Sick Leave

H. *ADD as new paragraph H:* "Firefighters who have been on sick leave for up to one (1) year, must return to work for six (6) months in order to receive the benefit of one-year leave benefit set forth in this Article. Firefighters who do not return to work for at least six (6) months will have all subsequent sick time, from any off-duty injury or illness, counted toward the one (1) year limitation., If Fire Fighters need additional leave time after using a total of one (1) year, any time granted beyond one (1) year shall be without pay.

(3)



I. *Add as new paragraph I:* "Firefighters who have been on on-duty injury leave for up to one (1) year, must return to work for two (2) months in order to receive the benefit of one-year leave benefit set forth in this Article. Firefighters who do not return to work for at least two (2) months and who go out again on on-duty injury leave will have all injury leave time, excepting the firefighter who suffers a different and unrelated on-duty injury before the two (2) month period has been reached, counted toward the one (1) year limitation herein. If Fire Fighters need additional on-duty injury time beyond the one (1) year, any time granted beyond one (1) year shall be without pay other than any compensation available under worker's compensation."

J. *Add as new paragraph J:* In calculating the one (1) year of paid sick leave while injured, the City shall not include the period of time that a Fire Fighter is on light duty.

K. *Add as new paragraph K:* In accordance with the procedures established by the Sick Leave/Injury Leave General Order, and the City reserves the right to amend said "General Order", and Local 1066 reserves the right to grieve or request negotiations, if the changes are to the terms and conditions of employment

Article 17 Permanent Reassignment

N. *Add new paragraph N:* Effective 1/1/18, all Probationary Fire Fighters during their one (1) year Probationary Period (date of hire forward to first year anniversary as a Fire Fighter) will not be permitted to bid for a permanent assignment until the next calendar year of bidding

Article 21 Holidays & Compensatory Time Off

D. *Add to Paragraph D:* In consideration of the fact that they work more days, staff Fire Fighters shall earn four (4) hours of compensatory time for each month worked in a staff position to be utilized to take time off with pay on the seven (7) listed holidays.

G. *Add to paragraph G:* A total of ten (10) Fire Fighters shall be granted compensatory time on the following listed holidays:

(4)



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

Article 22
Salaries and Longevity

A.1. *ADD:* Base salary at top step of the salary guides will be increased as follows:
April 1, 2020 – 1.5%

Employees in guide shall receive their step increase on January 1, 2020. Employees moving on the salary guide from Step 9 to Step 10 will receive 50% of the Step 10 rate on January 1 and 100% of the Step 10 rate on July 1.

Article 26
Contractual Grievance Procedures

B. *Add to paragraph B:* Only the City or Local 1066 can demand arbitration

Article 28
Terminal Leave

E. *Add to paragraph E:* The Fire Fighters shall receive a mandatory cash payment upon approval by PFRS of the retirement application of the Fire Fighter. All Fire Fighters shall receive mandatory cash payment for all unused compensatory time and all unused vacation time when that Fire Fighter stops working for the Division of Fire, Department of Public Safety.

(5)

Jack
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Article 34

Discipline

L. *Add to paragraph H:* Formal hearings will be conducted when the penalty sought in the charges preferred against the Fire Fighter is major discipline

M. *Add to paragraph I:* Informal hearings will be conducted when the penalty sought in the charges preferred against the Fire Fighter is minor discipline.

N. *Add as new paragraph L:* Major and minor discipline will be consistent with and defined by the New Jersey State Civil Service Commission.

O. *Add to paragraph J:* Written reprimand will be served on the Fire Fighter with fourteen (14) days of the Director receiving notice of the occurrence.

Article 41

Tuition Reimbursement

B. *Add to paragraph B:* All requests for tuition reimbursement must be submitted by July 1st of each year. All Fire Fighters have an individual cap of \$3,500 per year for a twelve (12) month period. The twelve (12) month period shall run from July 1st to June 30th to ensure that Fire Fighters attending courses in the summer, fall, and spring semesters are compensated.

E. *Add as new paragraph E:* The reimbursement for tuition shall be defined as actual tuition reimbursement and all fees paid relative to the course of study.

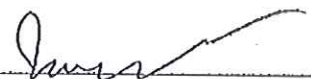
(6)

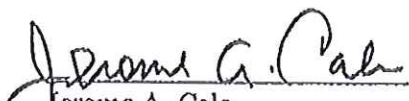
A handwritten signature in black ink, appearing to be "JMK" with a flourish underneath.

Article 47
Duration of Agreement

Add to Article: The contract shall be extended through December 31, 2020.

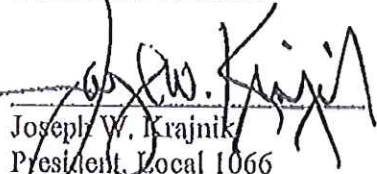
FOR THE CITY:

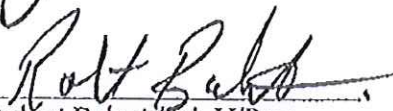

James R. Shea
Director of Public Safety


Jerome A. Cala
Asst. Director of Public Safety

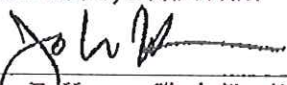
Dated: September 5, 2017

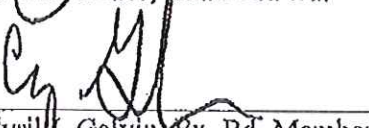
FOR THE UNION:


Joseph W. Krajnik
President, Local 1066


Robert Balestreri, V/Pres.


Jason Howe, Sec./Treas.


John F. Kruse, Chair Ex. Bd.


Cyril J. Galvin, Ex. Bd. Member

Dated: September 5, 2017

(7)



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

City Clerk File No. Res. 16.501

Agenda No. 10.Z.6

Approved: JUL 13 2016

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE UNIFORMED FIRE FIGHTERS ASSOCIATION OF JERSEY CITY, I.A.F.F. LOCAL 1066, AFL-CIO, CLC

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Uniformed Fire Fighters Association of Jersey City, I.A.F.F. Local 1066, AFL-CIO, CLC (hereinafter referred to as "Local 1066"); and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City to approve the attached Memorandum of Agreement covering the contractual term from January 1, 2016 through December 31, 2019.

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

1. The Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and Local 1066, is hereby approved.
2. The Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement.

MM/he
7/7/16

APPROVED: *Jerome Cala*
APPROVED: *[Signature]*
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel
Certification Required
Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		ABSENT		COLEMAN		ABSENT		LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Rodrigo R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE UNIFORMED FIRE FIGHTERS ASSOCIATION OF JERSEY CITY, I.A.F.F. LOCAL 1066, AFL-CIO, CLC

Initiator

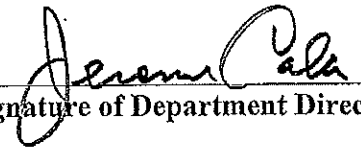
Department/Division	Department of Public Safety	Div. of Fire & Emergency Services
Name/Title	James Shea	Dir. of Public Safety
Phone/email	(201) 547-4239	JShea@jenj.org

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

Resolution Purpose

The Collective Bargaining Agreement between the City of Jersey City and the Uniformed Fire Fighters Association of Jersey City, I.A.F.F. Local 1066, AFL-CIO, CLC (Local 1066) expired on December 31, 2015. After bargaining sessions, the City of Jersey and Local 1066 have entered into a tentative agreement, which terms are enunciated in the attached Memorandum of Agreement (MOA). This Resolution will authorize the Mayor or Business Administrator to sign a formal labor contract on behalf of the City of Jersey City, the term of which shall be January 1, 2016 through December 31, 2019.

I certify that all the facts presented herein are accurate.



Signature of Department Director

7/7/16

Date

MEMORANDUM OF AGREEMENT
Between
City of Jersey City, Hudson County, New Jersey
And the
Uniformed Fire Fighters Association of Jersey City,
I.A.F.F., Local 1066, AFL-CIO, CLC

Rev's Desk
6/16/16

THE CITY OF JERSEY CITY AND THE UNIFORMED FIRE FIGHTERS ASSOCIATION OF JERSEY CITY, I.A.F.F., LOCAL 1066, AFL-CIO, CLC, HEREBY AGREE TO THE FOLLOWING AMENDMENTS TO THE CURRENT COLLECTIVE NEGOTIATIONS AGREEMENT, WHICH EXPIRED ON DECEMBER 31, 2015, THE TERM OF WHICH SHALL BE JANUARY 1, 2016 THROUGH DECEMBER 31, 2019, AS FOLLOWS:

PREAMBLE

THIS AGREEMENT, entered into this 16th day of June, 2016, by and between the CITY OF JERSEY CITY, in the County of Hudson, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "the City", and the UNIFORMED FIRE FIGHTERS ASSOCIATION OF JERSEY CITY, I.A.F.F., LOCAL 1066, AFL-CIO, CLC, hereinafter referred to as "the Union", represents the complete and full understanding on all negotiable issues between the City and the Union. This agreement is subject to ratification of the parties. The parties agree to recommend ratification of this agreement to their respective membership (the City Council and Local 1066 members, respectively). All terms of the existing Collective Negotiations Agreement shall remain in full force and effect, except as modified by this Memorandum.

Article 1
Recognition

D. *ADD to this paragraph:* Any Firefighter reporting to his or her line assignment on any given day and re-assigned to another location and who uses his or her personal vehicle will be covered as if said vehicle is part of the City's fleet for insurance purposes.

Article 2
Maintenance and Modification of Work Rules

A. *Eliminate paragraph, and replace with:* "Each firefighter assigned to the Hazmat unit for the full year, he or she shall receive a stipend of one thousand five hundred dollars (\$1500), payable each November."

①

Review JPK
6/16/16

**Article 3
Union Privileges**

A. *Delete* reference to Central Office, and add throughout the agreement referring to Director as "Director of Public Safety."

G. *Modify this paragraph to read:* The President of the Union or his/her designee shall be granted flexible time arrangements on a staff schedule (otherwise referred to as "flex time"), in accordance with the provisions of Article 9(E), in performing his/her assigned UFFA duties and functions and, except in emergencies, shall be entitled to administer the provisions of this Agreement. At the request of the Director of Public Safety, the UFFA President or his/her designee, shall supply the Director with the hours worked. This provision shall be limited to a maximum of one (1) firefighter who is on active duty.

R. *Eliminate* paragraph.

**Article 4
Leaves of Absence**

F. *Add as the last sentence that:* Any firefighter on a leave of absence without pay may continue his/her health benefits in accordance with COBRA.

**Article 9
Work Week**

C. *Change:* ninety (90) minutes to two (2) hours.

E. The Chief of the Division of Fire, Director of Public Safety, and/or the Assistant Director of Public Safety within the Department of Public Safety, will permit flex hours to accommodate the special needs of various staff assignment work load.

**Article 10
Vacation**

A.4. *ADD:* Annual vacations shall be granted strictly in accordance with seniority at each battalion pick.

23

Rev. JAK
6/16/16

A.10 *ADD:* The Office of the Chief of the Division of Fire will provide true copies of all Firefighters vacation schedules, converting, banking and deferring vacations, as received by said office each calendar year to the Union.

A.11. *ADD:* All Firefighters who are cleared for any type of light duty positions with the Division of Fire, and are going through any type of therapy, will not be forced to take any vacation or vacations owed until they are cleared from such therapy. Firefighters granted light duty will be assigned to an administrative schedule of Monday-Friday 8:00 a.m. to 4:00 p.m. Overtime will not be available while on light duty. Light duty shall be limited to a period of 90 calendar days. Light duty, when available, may not be refused. The City, in its sole discretion, may extend light duty for an additional period not to exceed 90 calendar days. Any period of time on light duty shall be counted as part of the one (1) year limitation set forth in Article 15 A. and B., as applicable.

D.6. *Replace paragraph with the following:* Firefighters may convert no more than two (2) summer vacation days in each calendar year to compensatory time off, based upon a ten (10) or fourteen (14) hour tour off. There will be no grant of Terminal Leave Days for summer vacation days converted. Firefighters must file their request for such a conversion (summer vacation days to compensatory days) through the office of the Chief.

D.8. *Eliminate paragraph.*

E. *New:* Employees who take qualifying FMLA/NJFLA leave will be required to use available vacation time concurrent with FMLA/NJFLA leave.

**Article II
Insurance and Benefits**

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

Rw's JOK
6/16/16

C.1. Effective September 1, 2016, Emergency Room co-pay will be \$100, doctor visit co-pay will be \$20; the out-of-network deductible will be \$250 for individual and \$500 for family; and the out of network reimbursement charges will be 150% of Medicare reimbursement rate..

E. *Eliminate paragraph E. as duplicative of Article 15.A. and B.*

G. *ADD:* Effective September 1, 2016, co-pays for prescription medication will be as follows: Generic - \$5; Preferred Brand - \$25; and Non-Preferred Brand- \$35. The three tier program shall include the National Preferred Formulary. Prescription coverage does not include compound medication unless, upon appeal exercised by the firefighter, it is determined that the compound prescription is medically necessary and there is no other alternative prescription. Human growth hormone (HGH) or similar drugs to enhance normal functions, such as antiaging, the improvement of athletic performance, or memory enhancing are excluded from coverage, unless upon appeal exercised by the firefighter, it is determined that to be medically necessary and no alternative prescription is available. [Co-pays for prescriptions over \$1,000 is unchanged]

Q. *Add as last sentence to paragraph:* All firefighters shall, effective 1/1/16, be required to contribute toward the cost of their health insurance benefits provided for in this Article in accordance with P.L. 2011, Ch. 78. Except for firefighters who had 20 years in the pension system as of May 28, 2011, firefighters who retire on or after 1/1/16 and are eligible for City-provided health insurance benefits shall contribute 1.5% of their yearly pension or the rates established by the tables in Ch. 78, whichever is greater, provided however, that if a Court determines that firefighters hired before May 28, 2011 are not required to make contributions under the rates established by the tables in Ch. 78 toward their health insurance in retirement, then in that instance, those retired firefighters shall contribute only 1.5% of their yearly pension.

S. *ADD:* Subject to the conditions of paragraph R, the City shall provide health care benefits and prescription benefits to the surviving dependents of Firefighters who have twenty-five (25) years or more of service credit in the Police and Firemen's Retirement System and who pass away prior to retirement.

4

Article 12
Uniforms

Revised JNK
6/16/16

A. *Modify paragraph to read as follows:* The City will provide all firefighters with a second set of turn out gear. All firefighters will be required to supply their dress uniforms.

Article 13
Mutual Exchanges of Tours of Duty

B. Clarify language of this Article by allowing unlimited mutual exchanges of tours throughout the year, subject to the requirements in paragraph A.

D. Firefighters shall be granted the ability to exchange tours of duty with all groups, and should said mutual go beyond a twenty-four (24) hour work day said exchanges will be permitted.

Article 14
Temporary Reassignments

E. Firefighters who agree to a consensual mutual swap but for some reason the Firefighter responsible for paying back said Firefighter contracted with does not report for duty, he or she shall be charged with two (2) Compensatory Days.

Article 15
Sick Leave

B. *Add as last sentence:* Vacation and compensatory days will not accrue when a firefighter is on sick leave for 14 calendar days or longer. ~~As used herein sick leave includes injury leave.~~ If a firefighter is on sick leave during his scheduled vacation, the vacation will run concurrent with the sick leave and will not be rescheduled at the conclusion of the sick leave.

If a firefighter is on sick leave for more than 60 days he/she shall forfeit two (2) Compensatory Days.

JNK
7/5/16
J. P. P...
7/5/16

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Handwritten:
 6/16/16

If a firefighter is on sick leave for more than 120 days he/she shall forfeit four (4) Compensatory Days.

If a firefighter is on sick leave for more than 180 days he/she shall forfeit six (6) Compensatory Days.

If a firefighter is on sick leave for 181 days or more he/she shall forfeit ten (10) Compensatory Days.

The forfeited Compensatory Days will be deducted from the firefighter's yearly allotment. Firefighters will not forfeit more Compensatory Days than they have earned in a year.

D. *Add as last sentence:* Employees out on sick leave that qualifies under the FMLA will have FMLA time run concurrent with their sick leave.

E. *Delete "Six (6) Months" and replace with "Three (3) Months."*

**Article 17
Permanent Reassignment**

N. *Delete "All Firefighters hired after the execution of this Agreement would be entitled to bid for any permanent position commencing after the completion of three (3) years of service."*

**Article 18
Funeral Leave**

A. *Add as last sentence:* Under the five (5) day rule, a Firefighter may delay the start of the time allocated in this Section due to a delay in said burial for reasons beyond the control of the Firefighter, i.e., an autopsy, moving the remains, out of state travel, and any other credible explanation through a 489, as approved by the Office of the Chief.

B. *Add "Step Parents, Step Children, Step Sisters and/or Step Brothers."*

**Article 19
Military Leave**

D. The Union will be provided with copies of all orders for Firefighters ordered into the armed forces of the United States pertaining to activations, excepting weekend drills.

6

Article 21
Holidays

Rug Jack
6/16/16

F. *Change to read:* Four (4) days' notice must be given to the Department Head, or his/her designee by the firefighter requesting compensatory time off. The firefighter must be advised of the approval or disapproval of his/her compensatory time-off request within 72 hours of the day requested. Any Firefighter reporting for the AM Tour of Duty will be granted the opportunity to utilize Compensatory Time Off for the PM Tour of Duty. Compensatory time off for line firefighters will be granted on a ten (10) hour day or fourteen (14) hour night.

J. Cash
7/5/16

Jack
7/5/16

once it is granted City will not cancel.

G. *Change to read:* The City will grant the requests of eight (8) firefighters the use of compensatory time off per group. This shall apply seven (7) days a week. However, if the number of firefighters on sick leave ~~and/or injury leave~~ exceeds eight (8) per group, the number of firefighters on compensatory time shall be reduced by the number of additional firefighters on sick leave ~~and/or injury leave~~. Consistent with this paragraph, eight (8) firefighters will be granted the right to use compensatory days off on the following holidays: Thanksgiving Day and night, Easter Day and night, Christmas Eve, Christmas Day and night, New Year's Eve and day, which will be classified as pick days.

Jack
7/5/16

J. Cash
7/5/16

ADD:

M. The on-duty Deputy Chief shall have discretion, consistent with this paragraph, to grant an "emergency compensatory time" off above the eight (8) allowed in paragraph G above. Prior to the grant of the emergency compensatory time off, the on-duty Deputy Chief must consider whether the remaining number of firefighters on duty will be sufficient to provide adequate fire protection to the City. If the on-duty Deputy Chief grants "emergency compensatory time" off to a firefighter above the eight (8) allowed, the City shall reduce the number of minimum on-duty staffing. In the event of a catastrophic event which results in many firefighters in any one group being injured on duty and out of leave, the City, in its sole discretion, may waive the proscriptions of paragraph G.

Article 22
Salaries and Longevity

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

January 1, 2016 - 1.95%

January 1, 2017 - 1.5%

April 1, 2018 - 1.5%

July 1, 2019 - 1.5%

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6/14/16

Employees in guide shall receive their step increase each January 1 during the term of this Agreement.

Employees moving on the salary guide from Step 9 to Step 10 will receive 50% of the Step 10 rate on January 1 and 100% of the Step 10 rate on July 1.

A.2. Employees hired on or after January 1, 2016, longevity will be paid as part of base pay in accordance with the following schedule:

First day of 10 th year	\$1,000.00
First day of 15 th year	\$2,000.00
First day of 20 th year	\$3,000.00
First day of 25 th year	\$4,000.00

Article 23 Overtime Procedure and Recall

E. *Change from "two (2) lists" to "one (1) list"*.

E.1. A listing of all specialized units and related qualified Firefighters will be filed with the Office of the Chief of the Division of Fire and submitted to the Office of Fire Dispatch to utilize for overtime call-in for those qualified Firefighters should the need arise to fill those specialized slots. The Tour Commanders will exhaust various Firefighters qualified within their respective groups via transfers into said units prior to requesting overtime.

F. Bird dogs will be called in accordance with the following procedure:

1. All Firefighters residing within the City will be called for duty as bird dogs, and are required to report for duty with the Division of Fire for immediate deployment at locations to be determined as required.

2. All Firefighters who request to be included on a bird dog notification list shall provide the Division of Fire with the name of phone carrier and text to be notified by the communications center. Further, they will respond via telephone for said assignment, through a designated landline, and as the communications center receives the availability of said Firefighter and/or Firefighters, they will be assigned a location on a first come, first serve deployment system. Time and one-half will be paid, and the Division Staffing report will report the locations of all Firefighters as assigned and the hours of work. All bird dogs callings will be reset after each incident.

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6/16/16

Article 24
Safety and Health Committee

C. ADD: "on the second Wednesday of each of the following months: MARCH, JUNE, SEPTEMBER, and DECEMBER."

Article 26
Grievance Procedure

C. *Rewrite:* Step Four: If the grievance is not settled through Steps One, Two or Three, only the City or the Union may refer the matter to the Public Employment Relations Commission within ten (10) days after the determination by the Director. An arbitrator will be selected pursuant to the rules of the Public Employment Relations Commission.

Article 35
City Property Fire Department Jurisdiction

Add:

- 13. Bed bug covers.
- 14. Hand sanitizer dispensers and replenishment of cleanser.
- 15. Gear bags will be issued to all Firefighters for the safe transportation of all turnout gear to and from transfers for the protection of any contamination with their respective personal vehicles.

Article 36
Fire Fighters' Bill of Rights

E. *Rewrite:* Disciplinary charges will be filed consistent with N.J.S.A. 40A:14-19 and 40A:14-28.1.

Article 42
Contract Agreements

A. *Replace with the following:* "In the event that the City and the Union have not agreed upon by January 1, 2020 to terms and conditions of employment for firefighters covered by this Agreement for a successor Agreement, then the terms and conditions of this Agreement

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Reg. J. J. J.
6/16/16

will remain in full force and effect, except for salary guide movement and longevity increases, until a new Agreement is ratified by both parties."

Article 43
Emergency Medical Services

O. Should the City endeavor to provide Basic Life Support and related ambulance transport through the Division of Fire, the City will notify the Union of its intent as soon as possible, and the parties will immediately begin to negotiate the terms and conditions of such a decision.

Article 44
Drug and Alcohol Testing

The City will implement a Drug and Alcohol Policy and the parties agree to continue to negotiate, discuss and fine tune the contents of the policy.

Article 45
Jury Duty

A. *Add as last sentence:* Line firefighters released from jury duty shall report to work following release for the day unless selected and assigned to a jury trial and must return to jury duty the next day. Appropriate time for travel to Jersey City will be permitted.

Article 46
Commercial Driver's License

C. CBRNE Vessel License, costs of various certifications shall be paid for by the City and any re-certifications required by the United States Coast Guard and/or moving authority.

D. Per the New Jersey Motor Vehicle Commission, all medical examiners certificates must be completed by a federally certified medical examiner. Further, failure to submit a valid, federally certified medical examiner certificate or variance will result in the decertification and downgrade of a Firefighter's CDL and said Firefighter will not be legally permitted to operate a CMV.

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Revised
6/16/16

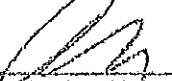
Article 47
Fully Bargained Agreement

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

FOR THE CITY:

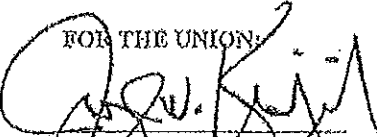

James R. Shea
Director of Public Safety

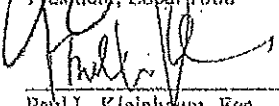

Jerome A. Cala
Asst. Director of Public Safety


Arthur R. Thibault Jr., Esq.
Attorney for City

Dated: June 16, 2016

FOR THE UNION:


Joseph W. Krajcik
President, Local 1066


Paul L. Kleinbaum, Esq.
Attorney for Local 1066

Dated: June 16, 2016

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