

AGREEMENT

Between

City of Jersey City,
Hudson County, New Jersey

and

Uniformed Fire Fighters Association
of Jersey City,

I.A.F.F., LOCAL 1066, AFL-CIO, CLC

January 1, 2006 through and including
December 31, 2008

SIGNED AND ATTESTED
BY THE CITY CLERK'S
OFFICE AT 11:00 AM
WEDNESDAY, THE 30th OF MAY 2007!
JFK

1563-07

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PREAMBLE

THIS AGREEMENT, entered into this ^{30th} day of ^{MAY}, 2007, 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 **UNIFORMED FIRE FIGHTERS ASSOCIATION OF JERSEY CITY, I.A.F.F., LOCAL 1066, AFL-CIO, CLC**, hereinafter called "the Union," represents the complete and final understanding on all bargainable issues between the City and the Union.

ARTICLE 1
RECOGNITION

A. The City herein recognizes the Uniformed Fire Fighters Association of Jersey City, I.A.F.F., Local 1066, AFL-CIO, CLC, as the exclusive collective negotiations agent for all non-supervisory Fire Fighters employed by the City.

B. The title "Fire Fighter" will be defined to include the plural as well as the singular, and to include males as well as females.

C. The title "Fire Fighter" will be used on all Departmental and City communications.

D. In emergency circumstances, a Fire Fighter may be required to work as an Acting Captain, which status shall be governed by this Agreement.

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

F. The City agrees that in the event of a recommended change in the classification of a position in the Jersey City Fire Department, it will notify the Union fifteen (15) days prior to its submission of the recommended change to the Civil Service Commission.

G. The provisions of this Agreement will govern, where specifically applicable, any inconsistent rules, regulations or ordinances, or any other provision or manual notwithstanding. The City will cause to be drafted and put into effect all necessary ordinances to make existing ordinances consistent with the Agreement.

H. Fire Fighters will retain all Civil Rights under the New Jersey State law and Federal laws.

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 Fighters, or 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 Fighters 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.

ARTICLE 3
UNION PRIVILEGES

A. Accredited representatives of the Uniformed Fire Fighters Association of Jersey City, I.A.F.F., Local 1066, AFL-CIO, CLC, not to exceed three (3), will be permitted to visit Fire Headquarters, the Office of the Director, Fire Stations, Central Office, or Training School, for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representatives enter the City facility or premises outlined above, it will request such permission from the appropriate City representative, and such permission will not be unreasonably withheld, provided further that there will be no interference with the normal operations of the business of City Government or the normal duties of Fire Fighters. Before entering the Office of the Director, the authorized representative will notify the Director, or in his/her absence, his/her authorized representative, of their desire for a meeting.

B. Fire Fighters who are officers, delegates or alternates of the Union, not to exceed four (4), will be granted time off to attend State and International Conventions for the duration of the convention and reasonable travel time, without loss of pay.

C. Two (2) Fire Fighters will also be granted time off to attend State and local meetings, and meetings of the Hudson County Central Labor Council, provided that Departmental operations are not impeded by the granting of such request, in accordance with current practice.

D. Two (2) Fire Fighters of the Union will be granted time off to attend State and local legislative sessions, provided no other provision of this Agreement is violated by this action.

E. The Executive Board members and house stewards will be granted time off to attend regular monthly and/or special meetings of the Uniformed Fire Fighters Association of Jersey City, I.A.F.F., Local 1066, AFL-CIO, CLC, provided that Departmental operations are not impeded by the granting of such request.

F. Up to five (5) Fire Fighters will be released from normal duties for such negotiations sessions as are mutually scheduled and will suffer no loss of regular pay thereby.

G. The President of the Union and his/her designee will be assigned to special duty, day tour, and, except in emergencies, will be entitled to administer the provisions of this Agreement. The President and his/her designee will report their location by telephone to the Office of the Chief. When the designee is on vacation, the President shall have the right to designate an alternate Fire Fighter to assist him/her during said vacation periods.

H. Fire Fighters, not to exceed two (2), who are elected officers, delegates, trustees and/or alternates of the Union, shall, upon approval of the Director, or his/her designee, be given time off to attend seminars. All costs of said seminars will be at the expense of the Union, which, in the discretion of the Director, are of value to the Department and the Union.

I. Fire Fighters granted time off pursuant to Paragraph D, E, and F of this Article will be required to report to work, and will be released for the duration of the function or meeting only.

J. Time off will be granted four (4) Fire Fighters of the Fire Department to attend the funeral services for a Fire Fighter killed in the line of duty within the State of New Jersey.

K. Time off will be granted one (1) Fire Fighter of the Fire Department to attend the funeral services for a Fire Fighter killed in the line of duty outside of the State of New Jersey.

L. A marked car will be granted the Union to be used for said services, at the discretion of the Director of Fire.

M. The Uniformed Fire Fighters Association of Jersey City, I.A.F.F., Local 1066, AFL-CIO, CLC, will 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, the Uniformed Fire Fighters Association of Jersey City, I.A.F.F., Local 1066, AFL-CIO, CLC, will be provided with comparable office space.

N. The City will permit the installation of bulletin boards, at the expense of the Union, in all Fire Houses, for the exclusive use of the Union.

O. The implementation of the above Section does not preclude the posting of official departmental communications on said bulletin boards.

P. The City will endeavor to provide at its expense parking facilities for Fire Fighter personnel while on duty, wherever possible.

Q. The City will provide transportation to and from fire scenes or relocations.

R. The City will permit pay phones to be installed in all buildings where Fire Fighters are employed, for the exclusive use of the Fire Fighters, at no expense to the City.

S. Emergency calls will be passed through to all Fire Houses.

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 Fighter 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 leave of absence of any of the Fire Fighters within the bargaining unit, also any extensions.

C. Fire Fighters on leave of absence will not earn vacation time during such leave. Fire Fighters 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 Fighters on leave of absence will not receive paid or compensatory holidays during such leave. Holiday time granted pursuant to Article 21 will be reduced by the percentage of the year during which the Fire Fighter was on leave. Both compensatory and paid days will be reduced pro-rata to affect the total reduction.

F. An employee on leave of absence will have no entitlement to any benefit provided under this Agreement.

ARTICLE 5 **DUES DEDUCTION**

A. The City agrees to deduct from the salaries of its Fire Fighters 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 Fighters 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 Fighters in the negotiating unit for an organization other than the Union. Further, the City agrees to terminate all existing dues deductions from unit Fire Fighters for organizations other than the Union on July 1 following a request to do so by the Union.

ARTICLE 6 **REPRESENTATION FEE**

A. Purpose of Fee. If a Fire Fighter 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 Fighter 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 Fighters 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 Fighters who have not become members of the Union for the then current membership year. The City will deduct from the salaries of such Fire Fighters, 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 Fighter on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid:

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

or

(b) 30 days after the Fire Fighter begins his or her employment in a bargaining unit position, unless the Fire Fighter 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 pay check paid 10 days after the resumption of the Fire Fighters employment in a bargaining unit position, whichever is later.

3. Termination of Employment. If a Fire Fighter 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 pay check paid to said Fire Fighter 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. Probationary Fire Fighters. On or about the last day of each month, beginning with the month this Agreement becomes effective, the City will submit to the Union a list of all Probationary Fire Fighters who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles, and dates of employment for all such Probationary Fire Fighters.

7. 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 Fighter due to that employee's membership, non-membership, participation, lack of participation, or his or her refraining from activity on behalf on 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 the State of New Jersey, Department of Personnel Rules, for just cause. This paragraph shall only apply to disciplinary action which is not review able to Civil Service.

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, authorities, 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 Uniformed Fire Fighters Association of Jersey City, I.A.F.F., Local 1066, AFL-CIO, CLC, and distribute copies to all Fire Fighters, who shall sign receipts for their copy and be responsible for its content. Upon severance for any reason, the Fire Fighter shall return the Book of Rules. Failure to return the Book will result in withholding of any payments due the Fire Fighter.

D. The appearance, length and style of hair of Fire Fighters 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 Fighters.

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

2. The work schedule for all line Fire Fighters 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 for all line Fire Fighters will begin at 0800 hours and continue through 0800 hours the following day.

B. All Other Fire Fighters (Detail Personnel).

1. The normal work week for all other Fire Fighters shall consist of forty (40) hours per week, five (5) days per week, Monday through Friday commencing January 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 Fighter assigned to this work week schedule shall be entitled to one (1) forty-five (45) minute lunch period during his/her eight (8) hour shift. This lunch period shall be scheduled on a staggered basis during the middle of the work day.

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

D. Fire Fighters Assigned to the Arson Investigating Unit.

1. The normal work week for all Fire Fighters who are assigned to the Arson Investigating Unit will consist of forty-two (42) hours per week over an eight (8) week cycle.

2. The work schedule for all Fire Fighters assigned to the Arson Investigating Unit 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.

ARTICLE 10
VACATIONS

A. 1. For all Fire Fighters on the payroll on or before July 29, 2002, annual

vacation will be granted in accordance with the following schedule for all Fire Fighters except for detail personnel as referred to in Article 9:

(a) Up to the end of the first calendar year One (1) twenty-four (24) hour tour for each two (2) months of service.

(b) One (1) year of service to the end of Five (5) years of service - Thirteen (13) twenty-four (24) hour tours.

(c) After Five (5) years of service - Fifteen (15) twenty-four (24) hour tours.

(d) Drawing shall start upon completion of transfers in each group.

2. For all Fire Fighters hired after the 29th of July, 2002, annual vacation will be granted in accordance with the following schedule for all those Fire Fighters except for detailed personnel as referred to in Article 9:

(a) Up to the end of the first calendar year One (1) twenty-four (24) hour tour for each three (3) months of service.

(b) Second (2nd) and Third (3rd) year of service - Six (6) twenty-four (24) hour tours.

(c) Fourth (4th) year of service to the end of Sixth (6th) year of service - Nine (9) twenty-four (24) hour tours.

(d) Seventh (7th) year of service to the end of Tenth (10th) year of service - Eleven (11) twenty-four (24) hour tours.

(e) Eleventh (11th) year of service to the end of Sixteenth (16th) year of service - Twelve and one half (12 ½) twenty-four (24) hour tours.

(f) Seventeenth (17th) year of service to the end of Twenty-ninth (29th) year of service - thirteen (13) twenty-four (24) hour tours.

(g) Beginning the Thirtieth (30th) year of service - Fifteen (15) twenty-four (24) hour tours.

(h) All Fire Fighters who are scheduled to receive one half (½) of a vacation tour for that calendar year shall be automatically converted to one (1) compensatory day. The one (1) compensatory day must be used during that calendar year.

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

4. (a) All vacations shall be drawn by lot. There shall be three (3) drawings for the order of choice. Fire Fighters may request a special four (4) twenty-four (24) hour tours vacation during the Spring (#1 or Fall (#3) vacation periods in lieu of the Summer (#2) vacation period. Such requests must be submitted to the Battalion Chief before any part of the vacation lottery begins.

(b) One (1) additional vacation slot will be assigned during each off season vacation period for these vacations, namely, six (6) in the Spring (#1) and seven (7) in the Fall (#3).

(c) These slots may be used only for this purpose.

5. One (1) vacation is to be drawn from each of the three (3) designated periods. The method of establishment of the order of choice for Fire Fighters' vacation shall be as follows:

(a) A drawing shall be conducted in each company in each group to determine the order of choice in each company group, and the drawees shall be assigned their respective numbers.

(b) There shall be a drawing at the battalion level to determine the order of choice by numbers, by companies. It is emphasized that these drawings only determine order of choice.

6. Fire Fighters on restricted duty and special assignment shall be entitled to the number of consecutive days to which line Fire Fighters are entitled.

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

8. Military leaves shall not interfere with vacations.

9. Tabulations of vacations for all Fire Fighters shall be forwarded to the Office of the Chief.

B. 1. All vacations will be drawn by lot. There shall be three (3) drawings for order of choice.

2. It is the purpose of this section to prevent the depletion of manpower below the critical limits. For this reason, requests to convert vacation to compensatory days or to defer vacation for retirement must be filed with the Battalion Chief before the start of any part of the vacation lottery and all periods shall limit the number of Fire Fighters going on vacation to the quotient of the number of Fire Fighters utilizing a vacation period divided by:

six (6) in period #1 (Spring)
six (6) in period #2 (Summer)
six (6) in period #3 (Fall)

3. 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 the Department.

4. Tabulations of vacation drawings for all personnel shall be forwarded to the Office of the Chief.

C. Annual vacation will be granted to all detail personnel, as set forth in Article 9, in accordance with the current practice with such modification as is necessary under the work schedule set forth in this Agreement.

D. 1. Any Fire Fighter beginning the second (2nd) year of service will have the option of deferring vacation to a maximum of twenty-three (23) days.

2. Fire Fighters may defer an entire vacation (15 days) to be banked for retirement purposes, or they may elect to defer one (1) vacation period per year until a maximum of fifteen (15) days are deferred.

3. Any Fire Fighter who has already served more than ten (10) years and has deferred his/her vacations, will be allowed to apply these vacations toward the fifteen (15) day maximum deferment.

4. Fire Fighters 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. The City will supply to all Fire Fighters a written record of all deferred vacations, compensatory time and related time on the books by April 15th of each year.

6. Fire Fighters may convert two (2) or four (4) Summer vacation days in each calendar year and utilize those vacation days, as compensatory time off, based upon a ten

(10) or fourteen (14) hour tour off. Further, Fire Fighters shall receive either one (1) Terminal Leave Day for two (2) Summer vacation days converted and two (2) Terminal Leave Days for four (4) Summer vacation days converted. Fire Fighters must file their request for such a conversion (vacation days to compensatory days) through the Office of the Chief.

7. Should converted Summer vacation days not be utilized as compensatory time off during each calendar year, they will be cashed in at the request of the Fire Fighter, at the next calendar year compensatory time buy back or in July of the calendar year of conversion.

8. Fire Fighters may convert three (3) Spring vacation days in each calendar year and utilize those vacation days as compensatory time off based upon a ten (10) or fourteen (14) hour tour off. Should said converted vacation days not be utilized as compensatory time off during said calendar year, they will be cashed in at the next calendar year compensatory time buy back or in July of the calendar year converted at the request of the Fire Fighter. Said Fire Fighters must file their requests for such a conversion (vacation days to compensatory time) in writing through the Office of the Chief.

ARTICLE 11 **INSURANCE & BENEFITS**

A. Whenever Fire Fighters 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 Fighters 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 Fighters 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 Fighters from such claims.

C. Hospitalization. The Fire Fighters 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 Fighters.

D. Life Insurance. The City will provide for life insurance in the amount of \$10,000 and additional accidental death and dismemberment insurance in the amount of \$10,000 for each Fire Fighter. The City will provide each Fire Fighter with a \$5,000 life insurance policy upon regular retirement, provided that this is not in conflict with State law.

\$1,500 from Jersey City, if a member retired January 1, 1971 to December 31, 1973.

\$2,000 from Jersey City, if a member retired January 1, 1974 to December 31, 1987.

\$5,000 from Jersey City, if a member retired after January 1, 1988.

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

F. The City will provide effective January 1, 1996 the Local Union with the sum of \$180 per annum per Fire Fighter of the bargaining unit to provide a service known as a "Supplemental Benefit Plan."

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 effective July 1, 1995 an Eight (\$8.00) Dollar co-payment for brand name drugs and Four (4) Dollar co-payment for generic. Further, effective July 1, 2007 a Twenty (\$20.00) Dollar co-payment for brand name drugs and Two (\$2.00) Dollar co-payment for generic will be established.

H. Dental Plan. The City will continue to provide the currently effective dental benefit program, both open and closed dental plans. Effective April 1, 2007, the dental benefit CAP for the open plan is increased from One Thousand Three Hundred Dollars (\$1,300) to Two Thousand Dollars (\$2,000).

I. Fire Fighters in the unit will receive the benefits under this Article upon completion of the sixtieth (60th) day of service as a Fire Fighter for the City of Jersey City.

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

K. Upon execution of this Agreement, the Union shall provide the Business Administrator of the City with copies of the most recent independent audits of each of the benefit funds set forth herein. Thereafter, the Business Administrator of the City will be provided with a copy of each annual audit upon its receipt by the Union.

L. 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 26.

M. If the City exercises its option to provide the benefits it had funded, it shall

eliminate its contribution to that Fund.

N. The Union agrees to provide the City with ninety (90) days notice of the termination of any existing contract with providers. The City shall have thirty (30) days in which to invoke its options pursuant to paragraph I. If the City assumes responsibility for providing any benefits hereunder it will hold the Union and its Trustees harmless from any claims of either providers or beneficiaries resulting from such takeover.

O. The City and the Union agree to the continued existence of an Employees' Assistance Program. It is understood that the Employees' Assistance Program will provide for 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 program shall not prevent, hinder or delay the filing of appropriate disciplinary action against any Fire Fighter. All other details of the program will be as agreed to by the Union and the City from time to time.

ARTICLE 12 **UNIFORMS AND UNIFORM MAINTENANCE**

A. Effective January 1, 2006, Fire Fighters will be provided with a sum of eight hundred (\$800) dollars clothing maintenance. The sum of four hundred (\$400) dollars will be paid on the first Thursday after the Council meeting in January and the additional four hundred (\$400) dollars will be paid on the first Thursday after the Council meeting in July for the duration of this agreement. Effective January 1, 2007, Fire Fighters will be provided with a sum of eight hundred and eighty (\$880) dollars clothing maintenance. The sum of four hundred and forty (\$440) dollars will be paid on the first Thursday after the Council meeting in January and the additional four hundred and forty (\$440) dollars will be paid on the first Thursday after the Council meeting in July for the duration of this agreement. All Fire Fighters will be required to supply their dress uniforms.

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

C. All protective equipment and three (3) sets of work station uniforms will be supplied by the City to each Fire Fighter, 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) Nomex hoods, 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 fault of the Fire Fighter, the equipment will be replaced by the City.

D. The Department and Union will devise a system whereby a Fire Fighter 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 Fighter 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 Fighters will be able to have damaged equipment quickly replaced.

F. 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.

G. SCBA face masks will be issued to all Fire Fighters required to wear said face masks and maintained by the City of Jersey City.

ARTICLE 13
MUTUAL EXCHANGES OF TOURS OF DUTY

A. Mutual exchanges of tours of duty for Fire Fighters will be permitted. However, Fire Fighters making such exchanges will have equal qualifications to serve in each other's place.

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 Fighter involved in the exchange is scheduled for formal training.

D. There will be a limitation that no Fire Fighter involved in a mutual exchange will work more than twenty-four (24) consecutive hours.

E. Fire Fighters involved in mutual exchanges shall be limited to initiating three (3) mutual exchanges and three (3) pay backs during January through April, unlimited mutual exchanges during May through September and three (3) mutual exchanges and three (3) pay backs during October through December. Requests for mutual exchange of tours shall be in writing and shall specify the payback date and Fire Fighters are required to complete all such exchanges during each time frame as set forth in this paragraph.

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 Fighter requesting the mutual exchange shall follow up an emergency request with a written request submitted to his Deputy Chief.

ARTICLE 14
TEMPORARY REASSIGNMENTS

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

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

C. Changes requested by the Union will be given consideration by the City.

D. In the event the Jersey City Fire Department deems it necessary, to reassigning Fire Fighters for a twelve (12) month period, it will utilize those Fire Fighters who do not hold a permanent bid slot. The reassignment of said Fire Fighters will be accomplished, as outlined in Sub-Section B in the event no unassigned Fire Fighter (no bid permanent slot) accepts the temporary reassignment, the least senior Fire Fighter will be reassigned.

ARTICLE 15
INJURY AND SICK LEAVE

A. Subject to the provisions of paragraph E of this Article, if a Fire Fighter is incapacitated and unable to work because of an injury sustained in the performance of his/her fire fighting duties, he/she will be entitled to injury leave with full pay during the period in which he/she is unable to perform such duties. Such leave, not to exceed one (1) year, will be determined by the Director of the Division of Medical Services and the Director of Fire. Such leave will not be arbitrarily or unreasonably withheld. In the event the Fire Fighter 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 Fighter remains on injury leave.

B. Subject to the provisions of paragraph E of this Article, Fire Fighters will be granted sick leave without loss of pay whenever they are unable to work for reasons of health, up to one (1) year for each illness, pursuant to N.J.S.A. 40A:14-16. Such leave will be determined by the Director of Fire. Such leave will not be arbitrarily or unreasonably withheld.

C. Any Fire Fighter 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 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 Fighters hereunder shall not preclude the right of the City to take appropriate action to remove from the payroll Fire Fighters 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 Fighter is permanently disabled.

F. All Fire Fighters who do not utilize sick leave in any year as defined below, shall be granted four hundred and fifty (\$450.00) dollars for each such year payable prior to the 15th of December of said year. A year, under this paragraph, shall be defined as the 1st of December through the end of the 30th of November. On duty injuries will not cause any Fire Fighter to be denied the additional compensation.

ARTICLE 16 **SPECIAL ASSIGNMENTS**

A. Any Fire Fighter permanently assigned to a special assignment who is reassigned therefrom will be placed on a preferential list and returned to the special assignment in the event of a future vacancy.

B. Reassignments shall not be utilized as part of a disciplinary action except when disciplinary procedures have been utilized and Fire Fighters 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 17 **PERMANENT REASSIGNMENT**

A. On October 1st of each year, all line vacancies will be posted for bidding, in accordance with the system set forth herein.

B. All line vacancies will be posted for a fifteen (15) day period for bidding. At the close of the fifteenth (15th) day, all bids will be closed. The Chief will then have up to eight (8) days in which to process applications, and on or before the ninth (9th) day, the Department will post a notice awarding the transfers.

C. Also on or before the ninth (9th) day, a notice will be posted opening for bids the vacancies created by the first round of transfers as stated above. The same procedure will be followed, as stated, for processing.

D. The above procedures will be followed for the third (3rd) and final round of bids.

E. A vacancy will be determined by the Department, after consultation with the Union.

F. No physical transfers of Fire Fighters, in accordance with this procedure, will take place until the next succeeding tour following January 1st.

G. Fire Fighters who wish to apply for training in those areas in which they wish to be qualified for purposes of new assignments may apply for such training.

H. Assignment of probationary Fire Fighters will be on a temporary basis. However, probationary Fire Fighters hired prior to May 1st will be afforded the privilege to bid as of October 1st of that calendar year for a permanent reassignment, and occupy same.

I. An annual roster will be published in the month of March designating the assignment and status of each Fire Fighter.

J. A Fire Fighter bidding for a position must serve in the position during the one (1) year period following the bid.

K. All Union officials on special assignments will not lose their permanent assignment for their duration in office.

L. The Office of the Director in consultation with the union will assign on a temporary basis all unassigned Fire Fighters to all vacant line slots immediately after the third round of bids are complete.

ARTICLE 18 **FUNERAL LEAVE**

A. In the event of a death in the Fire Fighter's immediate family, said Fire Fighter 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 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 Fighter.

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

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

E. Any Fire Fighter involved on a mutual exchange and requires Funeral Leave will be granted such leave and will make up said mutual exchange at a date defined by the Chief.

ARTICLE 19
MILITARY LEAVE

A. Fire Fighters 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 Fighters 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 Fighter's hours and days of work in order to enable the Fire Fighter to attend drills and still fulfill all employment responsibilities without need for additional time off.

D. In the event a Fire Fighter is called to active duty during a declared war, the Fire Fighter shall receive the difference in pay between his military pay and his/her regular pay for up to 180 days. The City may, at its option, extend the 180 day limit.

ARTICLE 20
RETIREMENT

A. Fire Fighters 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 Fighter is retired from the Jersey City Fire Department.

ARTICLE 21
HOLIDAYS & COMPENSATORY TIME OFF

A. All Line Fire Fighters, hired on or before July 1, 1992, in addition to their regular wages, will receive ten (10) holidays as compensatory days off. All compensatory days will be credited to Fire Fighters on January 1st of each year. Unused compensatory time off will accumulate from year to year and will be granted to each Fire Fighter prior to his/her retirement.

B. All Line Fire fighters hired after July 1, 1992, in addition, to their regular wages, will receive six (6) holidays, as compensatory days off. In addition to their regular wages, all Line Fire Fighters hired after July 1, 1992, after the completion of four (4) full years of service, will receive ten(10) holidays as compensatory days off. All compensatory days will be credited

to Fire Fighters on January 1st of each year. Unused compensatory time off will accumulate from year to year and will be granted to each Fire Fighter prior to his/her retirement.

All compensatory days will be credited to Fire Fighters on January 1st of each year except that effective March 1, 1993, Fire Fighters who retire on or before June 30 of any year shall receive credit of 50% of the unused compensatory time that was credited as of the January 1 of the final year of their employment. Fire Fighters 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 Fighters leaving the payroll for reasons other than retirement shall have their compensatory time for the final year of their employment pro rated.

C. Central office alarm operators shall be construed as Line Fire Fighters.

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

E. All special assignment Fire Fighters 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.

1. New Year's Day
2. Good Friday
3. Memorial Day
4. July Fourth
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday.

Whenever any of the holidays listed above falls on Sunday, the succeeding Monday shall be observed as the holiday.

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

G. Four (4) days notice must be given to the Department head, or his/her representative, by a Fire Fighter requesting compensatory time off. The Fire Fighter must be advised of the approval or disapproval of his/her compensatory time off request within four (4) days after it is submitted. Compensatory time off for Line Fire Fighters will be granted on a ten (10) hour day or fourteen (14) hour night.

H. The City will grant the requests of sixteen (16) Fire Fighters the use of compensatory time off per group. This shall apply seven (7) days a week. Further, sixteen (16) Fire Fighters shall be granted the right to use compensatory days off on the following holidays; "Thanksgiving Day and night, Easter Day and night, Christmas Eve, day and night, New Year's Eve and day", which will be classified as pick days.

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

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

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

L. Cancellation of compensatory time will be granted if requested by the Fire Fighter no later than the end of the Fire Fighter's last full twenty-four (24) hour tour prior to the scheduled compensatory time.

M. The City shall permit Fire Fighters 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, which is not cumulative.

ARTICLE 22 **SALARIES AND LONGEVITY**

A. Fire Fighters will receive compensation in accordance with the following schedule:

NOTE: The 2005 Salary Guide will be adjusted by \$450.00 dollars with reference to the percentage adjustment for 2006.

Base salaries will be increased as follows on all steps within the salary guide:

As of the 1st of January, 2006 = 3.5% increase on all steps of the salary guide.

As of the 1st of January, 2007 = 3.75% increase on all steps of the salary guide.

As of the 1st of January, 2008 = 4% increase on all steps of the salary guide.

Fire Fighters will receive compensation in accordance with the following schedule:

1. Base Salary:

<u>Step</u>	<u>1/1/05</u>	<u>ADJ. 1/1/06</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
1	\$36,516	\$36,966	\$38,260	\$39,695	\$41,282
2	\$45,824	\$46,274	\$47,894	\$49,690	\$51,677
3	\$51,385	\$51,835	\$53,649	\$55,661	\$57,888
4	\$57,030	\$57,480	\$59,492	\$61,723	\$64,192
5	\$62,845	\$63,295	\$65,510	\$67,967	\$70,686
6	\$66,747	\$67,197	\$69,549	\$72,157	\$75,043
7	\$74,468	\$74,918	\$77,540	\$80,448	\$83,666

2. Longevity. Longevity will be computed as a percentage of base pay in accordance with the following schedule:

<u>Beginning First Day of Year</u>	<u>Through Last Day of Year</u>	<u>Percent of Base Pay</u>
4	7	2
8	11	4
12	15	6
16	19	8
20	22	10
23	24	12
25	27	14
28	each thereafter	16

B. A Fire Fighter 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.

C. The City will provide to those Fire Fighters 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.

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

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

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

G. The City of Jersey City shall provide security for all personal information, to include pay checks, that include the Social Security Number of any Fire Fighter or other personal information, as soon as practical, as it relates to the purchase and means to accomplish said security.

ARTICLE 23
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 ½) times the regular rate of pay per hour for Fire Fighters. For the purpose of this Article, any part of an hour will be considered a full hour.

B. Special Assignment Fire Fighters 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 Fighters, and it will be logged in the Company Journal, Captain's Journal, and forwarded to the Battalion Chief. All overtime will be authorized in advance by the Chief of the Department or his/her designee.

D. For the purpose of computing overtime, Fire Fighters are not to be considered relieved from duty until fifteen (15) minutes after they return to quarters.

E. The City will maintain a single overtime list. The Communications Officer will immediately change all overtime procedures to utilize one (1) list for all groups.

F. It is agreed that if the need arises, hiring for overtime from two (2) lists could be revived in the future.

G. Recall. If a Fire Fighter is recalled to duty, he will receive a minimum of four (4) hours pay at time and one-half. Recall procedure will be as defined in General Order No. 87-34.

H. All Fire Fighters will be subject to recall to duty at the discretion of the Fire Department.

I. Fire Fighters 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 four (4) hour minimum for each appearance.

J. The City shall pay regular overtime in the following pay period in which the overtime was worked provided that the overtime is submitted to the Fiscal Office in a timely fashion.

K. Fire Fighters working over time will be relieved fifteen (15) minutes prior to the hour.

L. Should the Fire Department desire to cancel a Fire Fighter who is scheduled to work overtime, the Department will notify said Fire Fighter four (4) hours prior to the start of the shift period. If said Fire Fighter is not contacted and reports to work, he/she will work and be paid for the duration of the shift for which he/she was scheduled to work overtime.

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

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

ARTICLE 24
SAFETY AND HEALTH COMMITTEE

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

B. The Safety and Health Committee may make recommendations to the Fire Chief concerning the establishment and implementation of procedures to improve the on duty safety and health of Fire Fighters.

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

D. The City will install in all new fire houses an adequate exhaust system to carry off fumes emitted by fire apparatus on their normal response to and from emergencies.

E. In any smoke inhalation case affecting a Fire Fighter within the unit, such Fire Fighter will be taken immediately out of service and given a complete examination. In cases where chest pains are reported by a Fire Fighter, such Fire Fighter will be immediately taken out of service and provided with complete and thorough examinations at the expense of the City to assure the health and safety of such Fire Fighter.

ARTICLE 25
CREW REQUIREMENTS

A. The City will maintain a minimum crew of three (3) Fire Fighters per apparatus at all times.

B. Apparatus shall be defined as regular pumper engines, and hook and ladder trucks. It shall not include hose carriers, mini-pumpers, etc.

ARTICLE 26
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 Fighters' 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 Fighter 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 Fighter 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 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 Deputy Chief within five (5) days following the determination by the immediate supervisor.

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

Step Three

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

2. The Chief and/or 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 by the Director or Chief. An Arbitrator will be selected pursuant to the Public Employment Relations Commission.

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

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

The Arbitrator's decision shall be in writing, and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of or adds to the terms of this agreement. He or she shall

be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her involving the grievance, and render a decision in accordance with the weight of the evidence. The decision of the Arbitrator shall be submitted to the City and the Union, and shall be final and binding on both parties.

4. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be born 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 Fighter 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 Fighter shall violate this Agreement.

ARTICLE 27 **NON-CONTRACTUAL GRIEVANCE PROCEDURE**

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 Fighters' 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 Fighter having a grievance to discuss the matter informally with the Director or Chief of the 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 Fighters covered by this Agreement.

C. Steps of the Grievance Procedures

Step One

1. An aggrieved Fire Fighter will institute action under the provisions hereof within thirty (30) days after 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 grievance, and an earnest effort will be made to settle the difference between the aggrieved Fire Fighter and

his/her immediate supervisor for the purpose of resolving the matter informally. Failure to act within said periods 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 Deputy Chief within five (5) days following the determination by the immediate supervisor.

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

Step Three

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

2. A 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 28 **TERMINAL LEAVE**

A. All Fire Fighters hired on or before July 1st, 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 Fighters 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 Fighter is entitled for his last two (2) years of service. In addition to the above, all Fire Fighters will receive a mandatory cash payment for all unused compensatory time.

B. All Fire Fighters hired on July 1st, 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. All Fire Fighters 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 Fighter is entitled for his last two (2) years of service. In addition to the above, all Fire Fighters will receive a mandatory cash payment for all unused compensatory time.

C. For purposes of this Agreement, any Fire Fighter who dies, and prior to his/her death was eligible for retirement will be considered a retired Fire Fighter, 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. Subject to the limitations contained in paragraph B of this Article, Fire Fighters 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.

ARTICLE 29 **TESTING**

A. Promotional examinations for the next highest rank above Fire Fighter will be requested to the Civil Service Department every two (2) years.

B. A promotional list to the next highest rank will be maintained at all times.

C. The parties mutually agree that group testing of Fire Fighters will be permitted, but at no time will a Fire Fighter be penalized as a result of such testing.

D. Only qualified personnel will conduct instructions.

ARTICLE 30 **QUALIFICATIONS OF EMPLOYMENT**

A. All conditions of employment presently in effect for entrance to the position of Fire Fighter will be maintained, subject to Federal Laws and State Laws, Municipal Ordinances, and Rules and Regulations.

B. A Fire Fighter's list will be consistent with the State of New Jersey, Department

of Personnel procedures.

ARTICLE 31
SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any Fire Fighter or group of Fire Fighters 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 32
BLOOD DONOR

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

ARTICLE 33
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 Fighters who perform their duties in an exemplary fashion.

B. Any Fire Fighter earning the award of the Medal of Honor will receive two (2) days of compensatory time off.

C. Any Fire Fighter receiving a Class B award will receive one (1) compensatory day off.

D. The President of the Union will designate one (1) Fire Fighter 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 Fighter 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 Fighter 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 34
DISCIPLINE

A. No Fire Fighter will be disciplined or discharged except for just cause. This paragraph shall apply to disciplinary action which is not review able to Civil Service.

B. No Fire Fighter will be called to a disciplinary meeting 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 Fighter at the time of discipline, except in unusual circumstances.

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 Fighter is discharged or suspended.

E. If a Fire Fighter is discharged or suspended, he or she may proceed to arbitration or he or she may appeal to the State Department of Personnel Merit System Board, as provided by Law, but not both.

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

G. There will be two (2) types of hearings:

1. formal
2. informal

H. Formal Hearings.

1. Formal hearing will be held before a tribunal of one (1) Fire Fighter and two (2) Fire Officers. There will 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 presentation.

2. The Director of Fire will have the final discretion as to the penalty, which must be rendered within thirty (30) days of the close of trial.

I. Informal Hearings. Informal hearings will be conducted by the Director of Fire, with the Fire Fighter, and a Union representative present. There will be no written or taped record of the proceedings. The Fire Fighter 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.

J. Written Reprimands.

1. A written reprimand must be served upon the Fire Fighter within five (5) days of the occurrence for which the reprimand is being given.

2. The Fire Fighter will retain the right to appeal a written reprimand to the Director of Fire.

3. In all cases, a Fire Fighter will be allowed to respond in writing for the record.

K. Oral Reprimand. An oral reprimand will be just what it implies. There will be no written record, except in the journal where assigned.

ARTICLE 35
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)
7. Washers and Dryers equivalent to the current grade.
8. Air conditioners
9. Snow blowers

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

Fighters.

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

ARTICLE 36
FIRE FIGHTERS' BILL OF RIGHTS

A. Fire Fighters of the Force hold unique status as Fire Fighters in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

B. The wide ranging powers and duties given to the Department of its Fire Fighters involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the Fire Fighters of the Force. These questions may require investigation by superior officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a Fire Fighter of the Force will be at a reasonable hour, with the light of all circumstances involved, preferably when the Fire Fighter of the Force is on duty.

2. The Fire Fighter will be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the Fire Fighter will be so advised. Sufficient information to reasonably appraise the Fire Fighter of the allegations will be provided. If it is known that the Fire Fighter of the Force is being interrogated as a witness only, he or she will be so informed at the initial contact.

3. The questioning will be reasonable in length. Reasonable respites will be allowed. Time will also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

4. The interrogation of the Fire Fighter will not be recorded.

5. The Fire Fighter of the Force will not be subject to any offensive language, nor will he or she be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward will be made as an inducement to answering questions. Nothing herein will be construed to prevent the investigating superior officer from informing the Fire Fighter of the possible consequences of his/her acts.

6. If a Fire Fighter of the Force is under arrest or likely to be, that is, if he or she is a suspect or the target of a criminal investigation, he or she will be given his or her rights pursuant to the current decisions of the United States Supreme Court.

7. If a Fire Fighter, as a result of an investigation, is being charged with a violation of the rules and regulations, or is about to be so charged, he or she will be afforded an opportunity to consult with counsel or Union representative before any further interrogation.

C. A Fire Fighter may see his/her personnel file upon request by making an appointment to do so. If a Fire Fighter wishes to answer or supplement any material found in his/her personnel file, he/she may do so, and his/her written statement will become part of the personnel file, provided it is done within ten (10) calendar days of the date of the matter being answered.

D. A Fire Fighter's home telephone number and address will not be disclosed to any person who is not a member of the Jersey City Fire Department, unless required to be disclosed under the Right to Know Law, N.J.S.A. 47:1A-1 et seq.

E. Disciplinary charges must be brought within thirty (30) days from the date of the alleged infraction, unless a continuing investigation results in charges which extends such period of time. In such case, charges must be filed fifteen (15) days after the close of the investigation.

F. No Fire Fighter will be subject to questioning with the use of any polygraph machines, psychological stress evaluators or similar lie-detector devices in internal investigations.

ARTICLE 37 **DEFECTIVE VEHICLES**

A. It will be the responsibility of each Fire Fighter to immediately report any defective vehicles to their immediate superior.

B. In the event appropriate City authorities determine that a vehicle is in an unsafe operating condition, said vehicle will be removed from service and repaired.

C. Failure to report defects will result in disciplinary action.

ARTICLE 38 **FEDERAL FUNDING**

A. The Union and the City agree to cooperate in the pursuit of Federal and State funds for the betterment of the Department.

B. All State and Federal monies received by the City for use in the Fire Service will be reported to the Union.

ARTICLE 39
POLICE DUTIES

A. Fire Fighters 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 Fighter 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 Fighter will be required to close illegally opened fire hydrants, unless accompanied by a superior officer.

ARTICLE 40
ACTING APPOINTMENTS

A. The practice of appointing Fire Fighters to 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. Effective October 1, 1992, a Fire Fighter serving in any acting capacity will receive top pay for the rank of Fire Captain.

C. A "tour" is defined as a ten (10) or fourteen (14) hour day/night (or eight (8) hour day for any Special Assignment Fire Fighters).

D. Selection of personnel to serve in an acting capacity will be as follows, subject to the discretion of the Director of Fire:

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

2. Acting Fire Captain.

(a) Where there is a certified Civil Service promotional list for the position of Fire Captain;

(i) The highest ranking Fire Fighter on the list assigned to the Division shall be offered the acting position.

(ii) Lacking a ranking Fire Fighter on the list in the group, the rules applying to "No List" shall prevail.

ARTICLE 41
TUITION REIMBURSEMENT

A. 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 Fighters 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 Fighter for another vocation or profession shall not be approved.

B. A Fire Fighter to be eligible for tuition reimbursement under this Article, must receive prior approval from 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 Fighter by no later than September 1 of the calendar year in which the courses are to be taken provided the Fire Fighter has applied for tuition reimbursement on the prescribed form by no later than August 1 of each year.

C. If granted prior approval, Fire Fighters 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.

D. There will be a unit wide cap of fifty (\$50,000) thousand dollars on the cost of this program, which will be available to Fire Fighters on the basis of seniority. There will be an individual cap of three (\$3,000) thousand dollars for each Fire Fighter per calendar year.

ARTICLE 42
CONTRACT AGREEMENTS

A. In the event that the City and the Union have not agreed by January 1, 2009 upon the terms and conditions of employment of the Fire Fighters for the contract period commencing January 1, 2009, then the terms and conditions of this contract of employment will remain in full force and effect without prejudice until the negotiations, consummation and execution of a successor 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 600 copies of this Agreement for distribution to all Fire Fighters of the Union and City administration. The

City will receive 100 copies of said Agreement.

ARTICLE 43
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 Fighters 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 defibrillators (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 defibrillators (AED's), as soon as all training is completed.

C. Any training required under this Article shall be provided to Fire Fighters while they are on scheduled duty. However, should the City schedule training while a Fire Fighter is off duty that training shall be subject to the overtime provisions of this collective bargaining agreement contained in Article 23.

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

E. At no cost to the Fire Fighter, the City shall provide appropriate safety equipment and training in the proper use of that equipment to Fire Fighters 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 Fighters.

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 Fighters 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 Fighter 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 Fighters 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 Fighter 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:

(i) Hepatitis “B” and “C” upon request from any Fire Fighter performing emergency medical response duties. Nothing in this Sub-section precludes the City from establishing the off-duty dates, times and places for immunizations.

(ii) Tuberculosis (“T/B”) screening upon request from any Fire Fighter 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 Fighters 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.

(iii) An annual flu shot upon request from any Fire Fighter 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 Fighter or his/her immediate family may be exposed while in the performance of emergency medical response duties and will assist in obtaining immediate medical assistance to that Fire Fighter 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 44
DURATION OF AGREEMENT

THIS AGREEMENT will be effective as of January 1, 2006 and will terminate on midnight December 31, 2008. Proposals for a successor Agreement may not be submitted prior to September 1, 2008.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Jersey City, New Jersey, on this 30th day of MAY, 2007. **WITNESS:**

CITY OF JERSEY CITY



JERRAMIAH T. HEALY,
MAYOR TO THE CITY OF JERSEY CITY



ROGER GREGO,
ASSISTANT BUSINESS ADMINISTRATOR



BRIAN O'REILLY,
BUSINESS ADMINISTRATOR

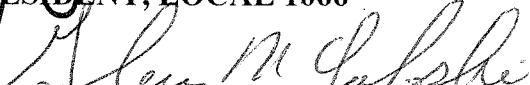


ARMANDO ROMAN,
DIRECTOR OF FIRE

UFAA OF JC, I.A.F.F., LOCAL 1066, AFL-CIO, CLC




JOSEPH W. KRAJNIK,
PRESIDENT, LOCAL 1066



GLENN YOUNCOFSKI,
TREASURER, LOCAL 1066

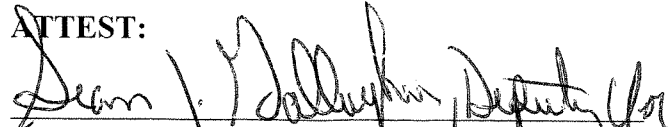


ARTHUR REVEL,
VICE-PRESIDENT, LOCAL 1066



RICHARD NIERSTEDT,
CHAIRMAN OF THE BOARD,
LOCAL 1066

ATTEST:



ROBERT BYRNE
CITY CLERK, CITY OF JERSEY CITY