

**CITY OF RAHWAY  
&  
FIREMEN'S MUTUAL  
BENEVOLENT ASSOCIATION  
LOCAL #33**

**COLLECTIVE BARGAINING  
AGREEMENT**

**JULY 1, 2003  
TO  
JUNE 30, 2008**

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## PREAMBLE

**WHEREAS**, it is in the mutual and continuing interest of the parties to this Agreement to promote the efficiency and morale of the Rahway Fire Department and to maintain its high standards of performance and to provide for the necessary future recruitment of employees willing and able to meet those standards by all reasonable means, and whereas the parties hereby mutually agree that in order to achieve these goals it is necessary that the salaries, benefits and working conditions of the Rahway Fire Department be maintained at standards commensurate with those of Fire Departments serving generally comparable communities in the surrounding area and that the parties to this Agreement work mutually to maintain such standards:

**NOW, THEREFORE**, for the purpose herein before expressed the parties hereto hereby enter into this Agreement, effective as of the first day of July, 2003 by and between the CITY OF RAHWAY, a municipal corporation, situated in the County of Union, State of New Jersey, hereafter referred to as the City, and LOCAL NO. 33, FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, hereafter referred to as the FMBA, which is designed to maintain and promote a harmonious relationship between the City and such of its employees who are within the provisions of this Agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered.

## ARTICLE I

### RECOGNITION AND AREAS OF NEGOTIATIONS

#### Section 1.

##### Recognition

The City hereby recognizes the FMBA as the exclusive representative and bargaining agent for the bargaining unit, consisting of uniformed fire personnel within the City's Fire Department excluding members of the Rahway Fire Chief Officers Association, Deputy Chief and Chief of the Fire Department.

#### Section 2.

##### Areas of Negotiation

a. The City shall deduct from the wages of each employee of the Fire Department on the first pay of each month the following:

Initial dues for new employees who shall become members of the FMBA subsequent to the execution of this Agreement and for as long as said Agreement remains in full force and effect.

b. The City agrees that the FMBA is entitled to a service fee in the amount of 85% of union dues from each member of the Fire Department who is covered by this Agreement and not a member of the FMBA Local 33, and the City shall deduct said service fee in the same manner that union dues are charged and deducted.

## ARTICLE II

### FMBA NEGOTIATING COMMITTEE – ITS RIGHTS AND DUTIES

#### Section 1.

There shall be four (4) members of the FMBA negotiating committee. These members shall be granted leave from duty with full pay for all meetings between the City and the FMBA for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty and upon 48 hours notice to the Chief.

#### Section 2.

There shall be two members of the FMBA Grievance Committee granted leave from duty with full pay for all meetings between the City and the FMBA for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty and upon 48 hours notice to the Chief. The 48-hour notice requirement shall be relaxed when the meeting is a matter of necessity and an unforeseeable event precludes the FMBA from giving the Chief 48 hours notice. In such circumstances, the FMBA shall give the Chief as much advance notice as possible.

#### Section 3.

Two of the individuals holding the following offices: President, Vice President and the Executive Delegate of the FMBA shall be granted leave from duty with full pay to attend the FMBA business including: State monthly meetings, central district meetings and the FMBA scheduled conventions.

In addition, the President and Executive Delegate of the FMBA shall be granted leave from duty with full pay to attend to FMBA business.

Such business will be at the discretion of the FMBA. However, these additional days shall not exceed four (4) or ninety-six hours (96) for the President and four (4) or ninety-six hours (96) for the Delegate in any calendar year.

With regards to local functions only, when such FMBA attendance causes overtime hiring, the union officers in attendance, if on the duty shift, shall report for duty following the function. Local functions shall mean a travel time of no more than forty - five (45) minutes.

**Section 4.**

The City agrees to grant leave from duty with pay, up to a maximum of six (6) days per year, to any member elected to State office of the New Jersey State FMBA for the purpose of allowing him to attend to the duties of such office, provided 48 hours notice is given to the Chief when such officer is scheduled to be on duty to secure another employee to work in his place, and provide further such pay be reduced by an amount equivalent to the amount of salary or wages paid to such officer in the New Jersey State FMBA computed on a per diem basis.

**Section 5.**

**The city agrees to grant leave from duty, with pay, for two (2) alternate delegates to attend the annual FMBA convention.**

**ARTICLE III**

**MANPOWER**

**Section 1.**

**Manpower, Duties and Rights**

a. In order to protect the health and safety of the employees in the Fire Department and the citizens of Rahway, the following shall be the minimum manpower strength assigned to each company on each tour:

**2 Engine Companies                      1 Officer and 2 Firefighters**

**1 Truck Company                      1 Officer and 2 Firefighters**

b. Employees may be required to perform the following duties: serve 24 hours per day in attendance to the communications center at Fire Headquarters, any duties relative to public emergency service with the exception of any and all police law enforcement work; servicing of fire hydrants.

c. Employees shall have the right to inspect their own personnel file in the presence of a City representative.

d. Temporary job transfers shall be made by seniority privilege unless a provable management need exists to do otherwise.

e. Any general reduction of the workforce shall be accomplished in accordance with New Jersey Department of Personnel Rules and Regulations.

f. Three employees shall be permitted off any shift at any given time, provided that this privilege may be canceled by the Chief of the Fire Department during inclement weather except that a regularly scheduled vacation may not be curtailed or denied by such cancellation.



**Section 2.**

**Acting Officers**

a. Whenever any member is required to serve in an acting capacity in a higher classification, such employee, for each day of such service, shall receive the rate of pay of that classification provided this complies with Civil Service regulations.

b. The officer in charge of each group on each tour shall keep a roster of employees based on seniority. Acting officer assignments shall be made from Department of Personnel eligibility lists, in order. If no list, seniority shall be used; taking the senior employee on the group, unless a provable management need exists to do otherwise. Whenever possible, group assignments shall be made so as to preserve the opportunity for members to serve as acting officers.

c. Acting pay will not disqualify members from enjoying benefits under this agreement where cost to the City is a factor in approving or disapproving same.

### **Section 3.**

#### **Probationary Firefighters**

To enable the City to exercise sound discretion in the filling of positions within the Fire Department, no appointment to the position of firefighter in the Fire Department shall be deemed final and permanent until after the expiration of the individuals working test period as provided by the New Jersey Department of Personnel. During the probationary period of any employee, the City may terminate the employment of such employee, if during this period upon observation and consideration of his performance of duty, it shall find his performance unsatisfactory. Nothing contained herein shall be used to deny and employee of any rights or any benefits to which he may be entitled under the pension provisions of the New Jersey Police and Firemen's Pension System covering the employee of the Fire Department and provided same complies with Civil Service regulations. Probationary Firefighters shall not be eligible for the Education Incentive, Physical Fitness Incentive or EMS stipend

### **Section 4.**

A Civil Service list shall be maintained at all times and if a vacancy occurs in any position, it shall be filled within 30 days from the existing Civil Service list.

## ARTICLE IV

### HOURS OF WORK AND OVERTIME

#### Section 1.

##### Hours of Work

a. It is agreed that the workweek for unit employees performing firefighting duties shall be an average of forty-two (42) hours per week computed over the period of the full fiscal year.

b. Effective 7/1/03 through 6/30/08 the work schedule for suppression employees shall be the 24/72 schedule.

c. The term "tour" as defined herein shall mean one twenty four (24) hour day worked in two 12-hour segments, 0800-2000 and 2000 to 0800 hours for employees working a forty-two (42) hour per week schedule.

#### Section 2.

##### Overtime

a. Whenever an employee works in excess of his regularly assigned work week or work schedule, as provided for in Section 1 of Article IV, in addition to any other benefits to which he may be entitled, he shall be paid for such overtime work at time and one-half of the hourly rate which he receives for his regularly assigned duty, except that he shall receive no additional compensation when working for a fellow employee on a special leave pursuant to Article VII. The maximum number of consecutive hours that may be worked shall be thirty-eight (38) unless a managerial need exists.

b. The opportunity to work overtime shall be made available to employees utilizing a two (2)-list rotation method that is satisfactory to the City and the FMBA.

**A regular overtime (12 hours or more) and an incidental list (less than 12 hours) shall be maintained. Whenever overtime is required for any reason, it shall be rotated among employees from these two (2) lists.**

c. Each employee shall be given a minimum of two hours work at time and one-half the hourly rate if called to work after completion of his regular tour of duty.

d. The computation of an employees overtime rate of pay shall include the employees longevity pay.

e. The following guidelines will be used to distribute and compute additional compensation. After all base salary adjustments have been made, the result shall be considered a new base salary.

1. Education incentive moneys
  - a. Those who qualify each year – as earned
  - b. Those who qualify automatically due to degree(s) – base salary adjustment.
2. Bureau compensation – base salary adjustment
3. License(s) compensation – base salary adjustment
4. Mechanical work compensation – base salary adjustment
5. Fire Alarm Bureau work – as earned
6. Longevity – prior Fiscal year base salary – base salary adjustment
7. SCBA Repairer-\$3,000.00 – base salary adjustment
8. **EMS** Compensation (\$900.00) – base salary adjustment
9. Physical Fitness Incentive (**\$600.00**) – as **follows:**

**FY 2004 = \$0; FY 2005 = \$0; FY 2006-2008 = \$600.00 per year**

**ARTICLE V**

**VACATION**

**Section 1.**

**Standards**

a. Vacation entitlement shall be based on the employee's total employment seniority accrued to December 31. Employees commencing employment with the City of Rahway on or after the first day of January, but on or before the thirtieth day of June of any year, shall be given credit for the purpose of vacation entitlement, with one full year's employment. Employees commencing employment with the City of Rahway on or after the first day of July of such year, but on or before the thirty-first day of December of such year shall not, for the purpose of vacation entitlement, be credited with any time for such year. Employees on the payroll as of January 1<sup>st</sup>, 1983 will not lose any vacation time as a result of this provision.

| <b>Total Employment Seniority</b> | <b>Vacation Entitlement</b>   |
|-----------------------------------|---|
| Less than one year                | (1/2) day for each month of employment  |
| One (1) year                      | Six (6) days  |
| More than one (1) year            | Six (6) days, plus (1/2) day for each additional year of employment up to Maximum of 12-1/2days |

Vacation pay will be paid on the payday prior to the start of the vacation period upon request of the individual employee.

Vacation time from any given year may be held over the following year only, provided that the request is made in writing to the Director in that given year and such request is approved in writing by the Director.

b. The vacation period for each calendar year shall be from the first day of January to the thirty-first day of December.

c. The minimum vacation period shall be six (6) continuous hours with each 24-hour tour divided into 4 quarters beginning at 0800 hours.

## **Section 2.**

### **Preparation of Vacation Schedules**

a. The Shift Commanders shall prepare and submit vacation schedules to the Chief on a date determined by the Chief.

b. Seniority in the Department shall be the basis for determining preference of vacation weeks.

c. During vacation periods, it shall be permitted to have two officers off duty from any shift if necessary to preserve seniority order of vacation selection.

d. If an employee of any group desires to change from his scheduled vacation period, same may be accomplished by an appropriate request to the Chief giving both the original and the proposed vacation period. The change must not cause overtime hiring at the time of request except by the consent of the Chief.

### **Section 3.**

#### **Allowances in Lieu of Vacation/Holiday**

a. Any employee of the Fire Department who is entitled to vacation leave at the time of retirement or resignation shall receive one day's pay for each day of such leave. If an employee is entitled to vacation leave at the time of his death, his widow, or if there is no widow, his beneficiaries shall receive vacation pay on the same basis as that to which the employee is entitled for vacation leave due at the time of retirement or resignation.

b. Effective July 1, 2003 and immediately upon retirement or in the last year of an employee's employment, the employee will be paid in full for all unused holidays and vacation days, including the calendar year of his retirement, if he is employed until January 31<sup>st</sup> of that year. A retiree will also be compensated in full for his final 12 months sick leave of 7.5 days in accordance with Article VII, 4.h if he has not used any sick time in the 12 months preceding the retirement date. This provision does not apply to any involuntary termination or resignation.

## ARTICLE VI

### HOLIDAYS

#### Section 1.

Each employee shall receive six and one half (6-1/2) holidays per year and may elect to work on one or more of those days at straight time rates provided he shall give written notice to the Chief of his intention to do so not later than March 31<sup>st</sup> of the current calendar year and receive payment for the day worked at the established annual salary rate, and, in addition thereto, payment for the day off which shall also be at the established annual salary rate. For purposes of scheduling, this sell-back of holidays shall be taken to mean that vacation days may also be sold back by employees to the City.

#### Section 2.

For purposes of this Article, the following days shall be considered legal holidays:

|                        |                          |
|------------------------|--------------------------|
| New Year's Day         | Labor Day                |
| Lincoln's Birthday     | Columbus Day             |
| Washington's Birthday  | Veteran's Day            |
| Good Friday            | Thanksgiving Day         |
| Memorial Day           | Christmas Day            |
| Independence Day       | Any General Election Day |
| Martin Luther King Day |                          |



### **Section 3.**

#### **Declaration of Holidays**

In the event a general holiday is declared by the President, Governor or Mayor during any one year, members shall be entitled to each such holiday in such year only in addition to those listed in Article VI, Section 2; however, members may elect to either take the day off or to work on that day in the Chief's discretion and receive therefore payment for the day worked at the established annual salary rate, and in addition thereto, payment for the day off which shall also be at the established annual salary rate.

### **Section 4.**

There shall be a maximum limit of six (6) to the number of days that an employee may sell back to the City. In no event may the total number of days sold back by unit employees in any one year exceed one hundred eighty four (184). **During the first year of the contract the maximum limit of days an employee can sell back will be reduced from six (6) to five (5), and the total for all unit employees from 184 to 154. Employees may carry over the one-day they cannot sell back into next year when it can be taken in time, but not sold back.**

### **Section 5.**

The City shall compensate an employee who is eligible to sell back holidays under this article by no later than the second pay period in November of each contract year.

**Section 6.**

Permanent employees shall be entitled to one half (1/2) personal day per year and may convert one (1) vacation day per year to be used as additional personal days subject to the following restrictions:

1. Should the need arise, management reserves the right to ask for 24 hours notice for the use of any of the one and one half personal days.

2. The use of any of the one and one half personal days must not cause overtime.

It is understood, however, that in case of an emergency, these restrictions may be waived. It is also understood that overtime hiring must be caused at the time of request in order for the personal day to be denied.

**ARTICLE VII**  
**LEAVE OF ABSENCE**

**Section 1.**

**Leave Without Pay**

Any employee may be granted, with the approval of the Business Administrator, leave without pay for a period not exceeding six months in accordance with Civil Service rules provided he shall make such request of the Business Administrator at least twenty-four hours in advance of the date or dates for which such leave is desired except in the event of an emergency only reasonable notice for such request shall be required.

**Section 2.**

**Exchange of Duty**

Any employee may, with the approval of the Chief, which shall not be unreasonably withheld and with no pay interruption, exchange his regular tour of duty, or portion thereof, if he is able to secure another employee to work in his place provided:

- a. Such substitution does not impose any additional expense on the City;
- b. Such substitute shall be of equal rank;
- c. There will be no restrictions on the exchange of duty for a 12-month period and unlimited exchanges will be allowed. After this 12-month period this provision will be reviewed by the city and if it is determined that abuses have occurred or if the unlimited exchange program is not serving the best interest of the city, management reserves the right to establish limitations that will not be more restrictive than those that existed in the prior contract. If it is deemed

advantageous, unlimited exchanges will be allowed to continue. It is not the intent of this section to allow employees to create or modify the agreed upon work schedule. The maximum number of consecutive hours that may be worked shall be thirty-eight (38).

d. The officer in charge at the time of request is notified in writing not less than 12 hours prior to its becoming effective, except in the case of emergency request may be made by telephone.

e. The officer in charge of the tour on which the substitution is to take place is notified of the substitution as soon as practicable by the officer in charge of the firehouse on the same tour.

### **Section 3.**

#### **Funeral Leave**

a. Funeral leave of absence with pay of one and one half (1-1/2) days shall be granted to any member of the Department in case of a death, within his immediate family (but only one half (1/2) day for the funeral of grandparents, brother-in-law or sister-in-law).

b. The term "immediate family" shall include only father, mother, father-in-law, mother-in-law, sister, brother, spouse, child, foster child and legal guardian of an employee and his relatives residing in his household.

c. Funeral leave may be extended by utilizing sick leave, vacation leave or personal leave as per the guidelines of the contract.

## Section 4.

### Sick Leave

a. Number of Days – an employee is entitled to one half 1/2 day sick leave pay for each month of service in the Fire Department after completion of the probationary period from the date of appointment to December 31 of that year; thereafter seven and one half days of paid sick leave shall be granted each year. During the probationary period an employee is entitled to one half sick leave day per month. If the probationary period ends during the calendar year, sick leave for the balance of that year shall be prorated on the standard of 7.5 sick leave days per year for permanent employees.

b. Accumulation of Sick Leave - Sick leave shall accumulate during each employee's tenure with the Fire Department. Effective 1/1/00, accumulated sick leave shall be adjusted for the 24/72-work schedule by being divided in half.

c. Use of Sick Leave – An employee reporting off duty sick must call in by 0700 hours. If he will be off sick a full 24-hour tour, he must also call in to the officer in charge by 1600 hours. A doctor's note shall be required after two (2) consecutive twenty-four (24) hour tours off duty sick. Said note shall be at the employee's expense. This shall be inclusive of sickness in the family. Whenever a member is off duty sick for more than three

d. **(3)** twelve (12) hour shifts and does not have a doctor's excuse, he shall lose a place on the overtime list for each incident. This can be appealed to the Chief with an explanation, i.e. bereavement or family tragedy.

d. **Work Incurred Injury – Where an employee suffers a work-connected injury or disability, the City shall continue such employee at full pay during the**

**continuance of an employee's inability to work, for a period of up to six (6) months. If the inability to work continues beyond this period, the City will review the claim for the purpose of extending the period of salary continuation provided, however, the period shall not exceed twelve (12) months. When the inability to work continues after the twelve (12) month period, the employee may utilize accrued sick leave or vacation time instead of worker compensation payments if permitted by law.**

e. Use of Sick Leave For Maternity/Paternity Leave – The City shall permit any employee to use one and one half (1-1/2) sick days annually to attend to the care of the employee's spouse and/or infant in connection with the birth or adoption of said infant. These days are to be used during the term of the pregnancy and three months after the birth or adoption of a child. Nothing contained herein shall affect an employee's ability to qualify for sick leave incentive as provided under the following provision of this article, nor the employees right under the New Jersey Medical Leave Act or the Federal Family Medical Leave Act.

f. Sick Leave Incentive – A member who has used no sick time in a calendar year may sell back to the City two and one half (2-1/2) sick days in return for 40 hours pay. A member who has used one half (1/2) sick day in a calendar year may sell one and three quarter (1-3/4) days back to the City for 30 hours pay.

g. Timing Of Payment – The City agrees to compensate employees who are eligible to sell back their sick days pursuant to paragraph f. of this article no later than the first pay period in February following the calendar year in which the benefit accrued.

h. Final Years Sick Incentive – If an employee covered under this agreement does not use any sick time during his last twelve months of work, he may, at his option,

receive payment for his last years unused sick at a one to one basis i.e., one sick day for one days pay.

## **Section 5.**

### **Terminal Leave**

a. An employee retiring after having completed twenty-five years of service with the city (including military leave and leave without pay) shall immediately receive cash severance pay on a one-to-one ratio for the first 90 sick days that he may have accumulated and on a one-to-three ratio for sick days he may have accumulated over and above the first 90 days and the said compensation shall be granted to one immediate cash payment including longevity.

b. For purposes of cash severance pay known as terminal leave, time earned since July 1, 1972 shall be adjusted so that it equates to time earned by employees working 8-hour days 5 days per week. This means that from July 1, 1972, terminal leave time for the FMBA will be 70% of days accumulated. For example, a Firefighter who is retiring has accumulated 250 days up until July 1, 1972, and has earned accumulated sick days totaling 50 days from July 1, 1972 until the time of retirement.

The Firefighter's terminal leave would be computed by taking 70% of 50 days which is 35 days, adding it to the 250 days accumulated prior to July 1, 1972, which would equal 285 days, then paying him one day's pay for the first 90 days and one day's pay for each three days above and beyond ninety. In this example, the Firefighter would thus receive 155 days pay as cash severance pay. For purposes of computation, it shall be considered that all employees have earned 7.5 sick days from July 1, 1972 to December 31, 1972.

c. When an employee is eligible to retire on pension, but dies before doing so, the terminal pay for which said employees was eligible shall be paid to the spouse or beneficiaries.

d. Retiring members may defer their terminal pay to January 1 the year following retirement unless a mutually acceptable payment plan is agreed upon prior to retirement.

e. Employees retiring on pension with less than twenty-five years of service will receive terminal pay prorated to the actual number of years of service.

f. In the event that an employee is killed in the line of duty (i.e., not from natural causes) terminal pay based on years of service will be made to the spouse, or, if none, to the beneficiaries.

g. Immediately upon retirement, an employee will be paid in full for all unused holidays, sick days and vacation days including the calendar year of his retirement shall be paid in accordance with ARTICLE V Section 3 b.

Those parts of any incentive program satisfactorily completed at retirement will also be paid. A retiree will also be compensated in full for his final years sick leave, if he has not used any sick time in the twelve months preceding the retirement date. If any sick leave has been so used, then the retiree will be paid for any sick time as per ARTICLE VII, Section 5.)



**ARTICLE VIII**  
**SALARIES & STIPENDS**

**Section 1.**

**Salaries**

a. Salary for the purpose of this Agreement shall be the highest salary that a fire fighter or officer is duly and properly authorized to receive at the beginning of each fiscal year.

**b. Salary Increase**

Effective July 1, 2003 the salary increase shall be as follows: July 1, 2003 + 1%; Jan. 1, 2004 + 1%; July 1, 2004 + 1%; Jan. 1, 2005 + 2%; July 1, 2005 + 2.5%; July 1, 2006 + 3.5%; July 1, 2007 + 4.5%.

**c. SALARIES:**

|                 | <u>7/1/03</u> | <u>1/1/04</u> | <u>7/1/04</u> | <u>1/1/05</u> | <u>7/1/05</u> | <u>7/1/06</u> | <u>7/1/07</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>Starting</b> | \$31,034      | \$31,345      | \$31,658      | \$32,291      | \$33,098      | \$34,256      | \$35,798      |
| <b>Step 2</b>   | \$37,419      | \$37,794      | \$38,172      | \$38,935      | \$39,908      | \$41,306      | \$43,164      |
| <b>Step 3</b>   | \$43,805      | \$44,243      | \$44,685      | \$45,579      | \$46,718      | \$48,354      | \$50,530      |
| <b>Step 4</b>   | \$50,190      | \$50,692      | \$51,199      | \$52,223      | \$53,529      | \$55,403      | \$57,896      |
| <b>Step 5</b>   | \$56,575      | \$57,141      | \$57,712      | \$58,866      | \$60,338      | \$62,450      | \$65,260      |
| <b>Top Pay</b>  | \$62,960      | \$63,590      | \$64,226      | \$65,510      | \$67,148      | \$69,498      | \$72,625      |

d. The rank differential between firefighter and captain shall be 19%.

e. Increment pay adjustments shall be made on an employee's anniversary date.

## Section 2.

### Stipends & Base Salary Adjustments.

a. Management Specialist or Training Officer. Any member assigned to either of these positions shall receive an annual stipend equal to 7.5% of their annual base salary. The filling of these positions remains the sole managerial prerogative of the city.

b. Physical Fitness Incentive. There shall be an annual physical fitness incentive of **\$600.00** payable upon successful completion of the program.

c. Alarm System Repair. Any on duty employee assigned to perform alarm system repair or maintenance shall be paid Acting Captain pay for the hours worked. Any off duty maintenance shall be compensated at the employee's hourly rate. Off duty emergency repairs shall be compensated at time and one half.

d. **Mechanics Stipend.** Effective 7/1/03, annual stipends for extra duty for mechanical work shall be 13% of firefighter grade 1 base pay for the head mechanic for the first year of service and shall increase by 1% after each year of service up to a maximum of 17%. **Any time served as an assistant mechanic shall count towards the years of service when assuming the head mechanic position;** for assistant mechanic it shall be 8.5% and increase by 1% for each year of service up to a maximum of 12.5%. There shall be one mechanic's helper assigned to each shift. Any other on duty employee assigned as mechanic's helper, shall be paid at the daily rate of a Captain.

e. **EMS Stipend. There shall be a base salary adjustment of \$900.00 for any member holding certification as an EMT or First Responder.** The employee shall be responsible for receiving sufficient CEU's to maintain their certification and any courses

taken while off duty shall be eligible for the Education Incentive. All employees shall be eligible for the EMS Stipend once they have completed one full year of employment.

f. **Breathing Apparatus Repair.** Effective 7/1/03, there shall be an annual stipend of \$3,000.00 for the person assigned to maintain and repair the Self Contained Breathing Apparatus. The employee shall be responsible for maintaining his certification to repair the breathing apparatus and any courses taken while off duty shall be eligible for the Education Incentive.

g. **Code Enforcement License Stipend.** Employees who earn the following licenses shall be paid the following annual compensations according to the methods set forth hereinafter: Fire Inspector license - \$600; ICS license - \$750; and HHS license - \$600.

1. Any member who obtains any of these licenses shall provide to the Chief of the Department a copy of that license and, if applicable, a copy of the course completion certificate or, if that license has been renewed, a copy of the renewed license.

a. Commencing the first of the month following receipt of a license or licenses as above, the employee shall have his pay rate increased by one-half of the above additional compensations.

b. Commencing the first of the month following after an employee has maintained his license or licenses for a full year, the employee shall have his pay rate increased by the full amount of the above compensation. Therefore, employees shall receive the above additional compensations for as long as they maintain their license in force.

2. Employees assigned to serve with the Fire Prevention Bureau as shift inspectors shall receive additional compensation, in addition to and inclusive of any additional compensation for licenses, of 2.5% of their base pay in the first year of such service, 5% starting the second year **and 7.5% starting the fifth year and each year thereafter.**

3. Education credits earned in the pursuit of licenses are eligible for use in the education incentive program under the terms of said program, except as set forth in #6 below.

4. Seniority shall be used in the resolution of any conflicts in the scheduling of schooling.

5. In the event any or all of the provisions of this agreement shall be rendered null and void by force of law, the parties agree to reach a remedy that is equally equitable to both parties.

6. Employees assigned to serve with the Bureau shall be allowed to take courses necessary to maintain their licenses on scheduled work time. Should employees be ordered to take such courses during off duty time, the employee shall receive one and one-half compensatory time. However, courses taken during scheduled work time shall not be eligible for purposes of the educational incentive program.

## **h. Physical Fitness Incentive Bonus**

### **1. The Program**

After one year (1) of service, all members of the bargaining unit are eligible for an annual incentive bonus for meeting physical fitness standards and conditions. The physical fitness program will be modeled on the program currently in place with the Rahway Police Department, including a 1.5 mile run and passing score of 3.5. Any covered employee unable to take the test portion during the regularly scheduled period due to illness or injury shall be able to make individual arrangements to reschedule their test at a mutually acceptable date within the fiscal year. **The maximum bonus paid to each qualifying member shall be \$600.**

### **2. Duration of Program**

The Physical Fitness Incentive Program shall remain in effect for the duration of this agreement. **The existing physical aspect of the program and bonus will be suspended for FY 2004 and FY 2005 and be restored in FY 2006. Employees will still be able to voluntarily take the cholesterol and stress test portions of the incentive with no interruption.**

**3. Reimbursement of Expenses** The City shall be responsible for all costs and administering the program. The City shall also reimburse covered employees for the related blood tests and lab fees not compensated by their health care provider.

## ARTICLE IV

### LONGEVITY

All employees of the Fire Department covered by this Agreement shall be entitled to and be paid longevity pay, computed as follows, and longevity compensation shall be paid to each employee in addition to his salary:

**Employees hired prior to July 1, 1999 shall be computed as follows:**

Upon completion of four years – 2% of base salary

Upon completion of eight years – 4% of base salary

Upon completion of twelve years – 6% of base salary

Upon completion of sixteen years – 8% of base salary

Upon completion of twenty years – 10% of base salary

Upon completion of twenty-four years – 12% of base salary

**Employees hired after July 1, 1999 shall be computed as follows:**

**Upon completion of six years- 2.5% of base salary**

**Upon completion of twelve years- 5% of base salary**

**Upon completion of eighteen years- 7.5% of base salary**

**Upon completion of twenty-four years- 10% of base salary**

Continuous service with the Fire Department and/or with the City as part of the Police and Firemen's Retirement System shall be the basis for computing longevity.

a. All longevity pay shall be based on the average base salary of an employee for the prior fiscal year of employment and an employees anniversary date shall be utilized determine the longevity benefits. Longevity pay increases shall commence with the first complete pay period following the employees anniversary date.

## **ARTICLE X**

### **SENIORITY**

Seniority shall consist of the uninterrupted length of accumulated service of each employee in the Fire Department. An employee's length of service shall not be reduced by the time lost due to sick or injury leaves or authorized leave of absence.

## ARTICLE XI

### GRIEVANCE PROCEDURE

The procedure for adjusting grievances shall provide the employee with full opportunity of presentation of his grievance and for the participation of the FMBA representatives. Should a dispute arise between the City, the FMBA and any employee as to the meaning, application or operation of any provision of this Agreement, such dispute or difference shall be presented by any one of the parties within no more than ten days from the time the same arose, and be settled in the manner prescribed herein. The procedure hereby established, unless by mutual consent changed or waived in part or entirely, shall be as flows:

**STEP A:** The appropriate FMBA representatives, the aggrieved party and the Chief of the Department or his representative shall attempt to reach a settlement of the dispute; if they fail to reach an agreement within ten business days, the aggrieved party shall have ten days to submit a written statement of the grievance to the Business Administrator. For good cause and by mutual consent, the ten day reconciliation period may be extended, if necessary, without penalty.

**STEP B:** A member or members of the Grievance Committee, designated by the FMBA and the Business Administrator or his Designee shall attempt to reach a settlement of the dispute; if they fail to reach an agreement within ten business days, the aggrieved party shall have ten days to refer the grievance to STEP C. For good cause and by mutual consent, the ten-day reconciliation period may be extended, if necessary without penalty.



**STEP C:** In the event the dispute is not settled in accordance with STEP B, the City and the FMBA shall submit the matter in dispute to the State Public Employment Relations Commission for assignment of an arbitrator who shall decide the dispute and whose decision shall be final and binding (either party will notify the other 10 days prior to submitting dispute to arbitration); provided, however, the aggrieved party shall have the option of appealing to the Department of Personnel, and by exercising either option he waives his right of appeal under the other option.

## **Section 2.**

### **Compensation and Expenses for Impartial Hearing**

a. The compensation and expenses, if any, of said Arbitrator shall be borne equally by the City and the FMBA and the compensation and expenses of each designee of a party shall be borne by the designating party.

b. In the event the FMBA requires the attendance of witnesses at said hearing, the City agrees to release the witnesses as requested without penalty to such witness if he is an employee of the City.

## **ARTICLE XII**

### **RESPONSIBILITY OF PARTIES**

The City and the FMBA on behalf of its members accept responsibility to follow the procedures set forth in this Agreement for the settlement of issues and disputes. The FMBA does hereby agree for its members not to engage in any strike or participate in any stoppage or cessation of work in any form or for any cause; nor will the FMBA or its members in any manner cause, order, approve, participate in or condone any strike or other stoppage or cessation of work, nor sanction any members leaving, nor will any member leave the employment of the City pending settlement of issues and disputes. The City and the FMBA will not change any provisions set forth herein of this agreement except by written agreement between the parties provided herein; nor will the City in any manner cause, order, approve participate in or condone any lockout.

## **ARTICLE XIII**

### **BULLETIN BOARDS**

The Director shall permit the FMBA use of one bulletin board in each firehouse for the purpose of posting of notices concerning FMBA business and activities.

**ARTICLE XIV**  
**CLOTHING ALLOWANCE**

**Section 1.**

**Compensation**

Effective July 1, 2004 the City shall make one (1) annual lump sum payment in the amount of \$200 for the maintenance and replacement of station wear and dress uniform. The City shall be responsible for the initial purchase of gear for new members and any and all changes in gear and clothing not specifically agreed to by the Rahway FMBA. In the event of changes in work uniforms, two sets will be issued to each member.

**Timing of Payment**

The City shall provide such compensation to each employee covered by this agreement no later than the second pay period in November of each year.

**Section 2.**

The work uniform of all members shall be inspected twice a year by the Chief's designee in April and November.

The dress uniform shall be inspected in April by the Chief's designee.

**Section 3.**

The City shall not deny a reasonable request for restitution or replacement of civilian articles or clothing damaged in the performance of firefighting duties. The City may require proof of same.

**Section 4.** The dress uniform shall be worn for all inspections when required by the Director, parades, special details, and working jobs in public places.

## ARTICLE XV

### EDUCATION

The City agrees to provide a minimum of \$3,000 for outside schooling, reimbursement for fire science courses and fire degree programs. On a prorated basis, full share reimbursement shall be made for fire science courses and half-share reimbursement for non-fire courses that are part of a fire related program. No one shall be denied the right to take such courses, provided that his work tour is covered. To be covered under this Article and recompensable, prior written authorization must be obtained from the Chief of the Department for any classes, seminars, courses and/or any other educational pursuits.

#### **Education Incentive:**

a. Employees who have earned a Bachelor's Degree in Fire Science shall each year automatically receive the educational incentive compensation and shall also be eligible to receive the educational incentive in addition thereto pursuant to the terms of the program.

b. Employees who earn a Master's Degree in Fire Science or in Public Management or Public Administration shall each year automatically receive an educational incentive equal to 150% of the basis educational incentive and shall also be eligible to receive the educational incentive compensation in addition thereto pursuant to the terms of the program.

c. All employees shall be eligible for the merit incentive program once they have completed one full calendar year of employment.

d. For the educational incentive, employees who complete 30 hours of educational time as previously defined shall receive 75% of the educational incentive.

e. Any member who in any year successfully earns a minimum of three college credits or the equivalent, in fire science courses or subjects which do not duplicate subject matter previously completed by the member shall be paid as set forth herein above. "The equivalent" is hereby defined as forty hours of continuing education credits or formal fire science seminars or courses.

The following conditions also apply: 1) where a grade is given, a minimum of a "C" or equivalent must be achieved; 2) education programs in the public management or public administration are acceptable for this program, but only for members who have taken and passed the most recent Civil Service promotional examination for which they were eligible and only upon the achievement where grades are given of a "C+" or equivalent (i.e. grade of "C" or less does not count); 3) members may elect to receive any payments hereunder upon achievement of eligibility or in the month of December of the applicable year.

The educational incentive for the year **beginning July 1, 2003 is \$930.00**. This rate is the base rate to be calculated for subsequent **rate increases**. The new rate shall increase by a percentage equal to the general pay increase **and is as follows: 1/1/04 = \$940.00; 7/1/04 = \$949.00; 1/1/05 = \$968.00; 7/1/05 = \$992.00; 7/1/06 = \$1027.00; 7/1/07 = \$1073.00**

**ARTICLE XVI**  
**HOSPITALIZATION**

**Section 1.**

Hospitalization benefits as paid by the City shall be continued for members retired on pension, provided as follows:

a. That this benefit is subject to the rules, regulations and provisions of the New Jersey Division of Pensions;

b. That the retired member is eligible to enroll for said coverage through the New Jersey Division of Pensions and does so enroll;

c. The member is not eligible for significantly similar coverage by virtue of other employment or by virtue of coverage through a family member;

d. The member is not eligible for government coverage through other programs; for example, Medicare;

e. In the case of "c" or "d" above, the member shall not enroll for any coverage that requires payment by the City.

**Section 2.**

The City shall provide City administered prescription and dental insurance coverage for active employees. The prescription and dental insurance shall be substantially equal to that which has heretofore been in effect. The co-pay for generic drugs is \$3.00 and \$10.00 co-pay for non-generic drugs.

Section 3.

The city shall provide group health insurance for all active members and their eligible dependents as follows:

(a) Basic medical with coverage shall be substantially equal to what has been in effect.

(b) Major medical with coverage shall be substantially equal to what has been in effect.

**ARTICLE XVII**

**RETENTION OF BENEFITS**

The City agrees that all benefits, terms and conditions of employment not covered by this Agreement and relating to the status of members of the FMBA shall be maintained at not less than the highest standards in effect at the time of commencement of collective negotiations leading to the execution of this Agreement.

## ARTICLE XVIII

### TERMS AND CONDITIONS OF THIS AGREEMENT

#### **Section 1.**

The term of this Agreement shall commence July 1, 2003, and extend through June 30, 2008. Either party wishing to terminate, amend or modify such contract after June 30, 2008 must so notify the other party in writing no more than one hundred eighty nor less than one hundred and forty days prior to such expiration date. Within fifteen days of the receipt of the notification by either party, a conference shall be held between the City and the FMBA Negotiating Committee for the purpose of considering such amendment, modification or termination.

#### **Section 2.**

If neither party serves such written notice of desire or intention to terminate, amend or modify this agreement on or before aforementioned one hundred and forty days prior to expiration of this Agreement, then the duration of this Agreement shall continue for one additional year.

#### **Section 3.**

This agreement shall remain in full force and effect during collective negotiations between parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new agreement.

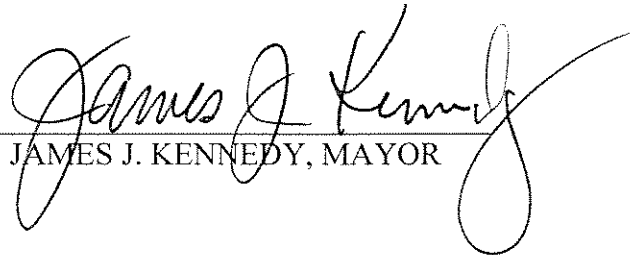


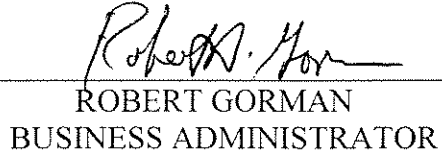
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper officers and their seal to be hereto affixed this 15<sup>th</sup> day of October, 2003.

ATTEST

CITY OF RAHWAY

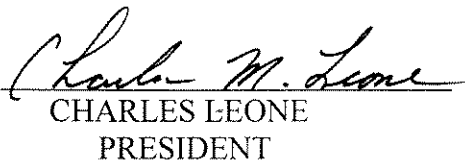
  
CITY CLERK

  
JAMES J. KENNEDY, MAYOR

  
ROBERT GORMAN  
BUSINESS ADMINISTRATOR

ATTEST:

RAHWAY LOCAL #33, FIREMEN'S  
MUTUAL BENEVOLENT ASSOCIATION

  
CHARLES LEONE  
PRESIDENT

  
DAVID W. TAYLOR  
EXECUTIVE DELEGATE