

CITY OF RAHWAY

**FIREFIGHTERS MUTUAL BENEVOLENT ASSOCIATION
LOCAL#33**

COLLECTIVE NEGOTIATIONS AGREEMENT

JANUARY 1, 2018

TO

DECEMBER 31, 2023

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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 January, 2018 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, FIREFIGHTERS 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

Subject to applicable law, the City may deduct dues from the wages of union members, as authorized by this Agreement; however, the City cannot deduct agency fees from the wages of nonmembers who have not voluntarily consented to such deductions. The City may deduct from the wages of each employee of the Fire Department on the first pay of each month the following:

a. 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 forty-eight (48) hours notice to the Chief.

Section 2

There shall be two (2) 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 forty-eight (48) hours notice to the Chief. The forty-eight (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 forty-eight (48) hours notice. In such circumstances, the FMBA shall give the Chief as much advance notice as possible.

Section 3

Two (2) 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) days or ninety-six (96) hours for the President and four (4) days or ninety six (96) hours 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 forty-eight (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.

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.
- d. Acting officers will be paid an additional \$125.00 for the entire shift. The shift will be broken into 4 quarters (\$31.25 for each 6 hours or less acting).

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 an 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 or EMT stipend (unless the Probationary Firefighter possesses an EMT certification at time of hire).

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 thirty (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. The work schedule for suppression employees shall be the 24/72 schedule.
- c. The term "tour" as defined herein shall mean one (1) twenty four (24) hour day worked in two (2) twelve (12) hour segments, 0800-2000 and 2000-0800 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 (1 1/2) 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 (twelve (12) hours or more) and an incidental list (less than twelve (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 (2) hours work at time and one-half (1 1/2) the hourly rate if called to work after completion of his regular tour of duty.
- d. The computation of an employee's overtime rate of pay shall include the employee's 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
 - i. Those who qualify each year - as earned
 - ii. Those who qualify automatically due to degree(s) - basesalary 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. EMT Compensation (\$900.00)- base salary adjustment
 - i. Effective January 1, 2020: \$1,300- base salary adjustment
 - ii. Effective January 1, 2021: \$1,600 - base salary adjustment
 - iii. Effective January 1, 2023: \$1,900- base salary adjustment

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 (1) 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.

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

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 twenty-four (24) hour tour divided into four (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 (2) 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 (1) 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 of that year. A retiree will also be compensated in full for his final twelve (12) months sick leave of seven and one-half (7 1/2) days in accordance with Article VII, 4.h if he has not used any sick time in the twelve (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 (1) 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 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 (1) 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 Chiefs 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 (1) year exceed one hundred eighty four (184). During the calendar years 2009 and 2010 the total days that can be sold back for all unit employees will be reduced to ninety-two (92) days per year.

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 twenty-four (24) hours notice for the use of any of the one and one-half (1 1/2) personal days.
2. The use of any of the one and one-half (1 1/2) 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
LEAVES 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 (6) months in accordance with Civil Service rules provided he shall make such request of the Business Administrator at least twenty-four (24) 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 and unlimited exchanges will be allowed. 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 twelve (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 (7 1/2) days of paid sick leave shall be granted each year. During the probationary period an employee is entitled to one-half (1/2) 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 seven and one-half (7 1/2) 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 twenty-four (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 (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 (3) 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 employee's 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 forty (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 thirty (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 (12) months of work, he may, at his option, receive payment for his last years unused sick at a one (1) to one (1) basis i.e., one (1) sick day for one (1) days pay.

Section 5

Terminal Leave

a. An employee retiring after having completed twenty-five (25) years of service with the City (including military leave and leave without pay) shall immediately receive cash severance pay on a one-to-one (1:1) ratio for the first ninety (90) sick days that he may have accumulated and on a one-to-three (1:3) ratio for sick days he may have accumulated over and above the first ninety (90) days and the said compensation shall be granted to one (1) immediate cash payment including longevity.

b. 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.

c. 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.

d. Employees retiring on pension with less than twenty-five (25) years of service will receive terminal pay prorated to the actual number of years of service.

e. 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. The City shall provide line of duty death non-contributory health benefit coverage for an existing spouse and existing dependents at time of death. Coverage shall not extend to adding a spouse or additional children (except for existing pregnancy).

f. 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 3b. 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 year's sick leave, if he has not used any sick time in the twelve (12) 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.

g. In order for terminal leave to be paid in the same calendar year as retirement, the employee must (a) provide notice of his or her intent to retire by December 31 of the preceding

year, (b) have filed a retirement application with the State of New Jersey Department of Treasury, Division of Pensions at the time of said notice, and (c) actually retire on the date provided in the retirement application. Failure to notify in a timely fashion shall necessitate the officer receiving said payment in the calendar year immediately following the date of retirement. In such case, however, the City shall transmit the payment no later than July 15th of the following year.

ARTICLE VIII
SALARIES & OTHER COMPENSATION

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 calendar year.

b. For all employees at top step, the Salary Guide will increase in accordance with the following percentages:

January 1, 2018 - 1.25%

January 1, 2019 - 1.25%

January 1, 2020 - 1.25%

January 1, 2021 - 1.25%

January 1, 2022 - 1.25%

January 1, 2023 - 1.25%

See Base Salary Grid attached as ADDENDUM A.

In addition to the above increases, an amount equal to 3% of the employee's June 30, 2009 salary, as set forth in Appendix A (ADDENDUM B) to this agreement, shall be deferred and paid to the employee at the time of retirement or termination. The amount to be paid shall increase in accordance with the percentage increase on wages in the collective bargaining agreement. The parties agree that the entitlement to this deferred compensation cannot be altered by subsequent amendment to the collective bargaining agreement.

One (1) bonus of \$500.00 shall be payable on December 1, 2019 to all current members.

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

d. Increment pay adjustments shall be made on an employcc's anniversary date. Effective January 1, 2020, step increases to be paid January 1 each year. For new hires to receive increment on January 1 in calendar year following hire, a Firefighter must be employed prior to July 31 of the given year.

e. All payments shall be made pursuant to the City's direct deposit policy

Section 2

Pay & Base Salary Adjustments

- a. **Management Specialist or Training Officer.** Any member assigned to either of these positions shall receive an annual pay 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.** Eliminated.
- c. **Alarm System Repair.** Any on duty employce 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 Pay.** Effective 7/1/03, annual pay 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 (1) mechanic's helper assigned to each shift. Any other on duty employcc assigned as mechanic's helper, shall be paid at the daily rate of a Captain.
- e. **EMT Pay.** Annual EMT pay shall be included in the base salary for all eligible members (including new hires) effective January 1, 2020 and increased by \$400.00 to equal a total of \$1,300.00 plus an increase of \$300.00 totaling \$1,600.00 effective January 1, 2021 with a final increase of \$300.00 totaling \$1,900.00 applied in 2023. The 2 current First Responders will be grandfathered in until retirement. 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. Members have 2 years from date of hire to obtain EMT certification. If an EMT certification is not obtained, member will be disciplined including termination. All members must maintain an EMT certification throughout their career. If an EMT certification lapses, then member will have 6 months to reinstate or member will be disciplined including termination.
- f. **Breathing Apparatus Repair.** Effective 7/1/03, there shall be an annual pay 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 Pay.** 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 (1/2) 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 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 (1 1/2) compensatory time. However, courses taken during scheduled work time shall not be eligible for purposes of the educational incentive program.

h. **Fire Official Pay.** Employees holding the position of Fire Official shall receive an annual base pay salary adjustment equal to 12.5%.

i. For the duration of the contract, all pays listed in this contract will be calculated based on the new base salary for each year it is earned.

j. If a State of Emergency is declared and City Hall closes, the FMBA Local #33 Members are not entitled to additional time off or any other form of compensation.

ARTICLE IX

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 (4) years - 2% of base salary
- Upon completion of eight (8) years - 4% of base salary
- Upon completion of twelve (12) years - 6% of base salary
- Upon completion of sixteen (16) years - 8% of base salary
- Upon completion of twenty (20) years - 10% of base salary
- Upon completion of twenty-four (24) years - 12% of base salary

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

- Upon completion of six (6) years - 2.5% of base salary
- Upon completion of twelve (12) years - 5% of base salary
- Upon completion of eighteen (18) years - 7.5% of base salary
- Upon completion of twenty-four (24) years - 10% of base salary

Employees hired after December 31, 2013 shall be computed as follows:

- Upon completion of eleven (11) years - 2.5%
- Upon completion of seventeen (17) years - 5.0%
- Upon completion of twenty-three (23) years - 7.5%

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.

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

ARTICLEX

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 business 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 follows:

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 (10) business 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 (10) business days, the Business Administrator or his designee shall have another ten (10) business days to issue a written response to the grievance. Within ten (10) business days from receipt of said written response, the aggrieved party shall have ten (10) business days to refer the grievance to STEP C. For good cause and by mutual consent, the ten (10) business 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 ten (10) business 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 or participate in or condone any lockout.

ARTICLE XIII

BULLETINBOARDS

The Director shall permit the FMBA use of one (1) 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. Effective January 1, 2019, the annual clothing maintenance/replacement shall be \$300. 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 Chiefs designee in April and November.

The dress uniform shall be inspected in April by the Chiefs 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 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 education incentive program once they have completed one (1) full calendar year of employment.
- d. For the educational incentive, employees who complete thirty (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 (3) 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 (40) 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 budget year. 4) Education incentive due by November 30 of every year beginning 2020 (new educational incentive period December 1-November 30) payable 45 days after Administration receives documentation of education hours earned.

The educational incentive, payable once every calendar year, is \$1200 annually.

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. Effective November 1, 2019 the prescription plan shall be amended as follows:

- a. Mandatory generic; and
- b. \$5/\$20 copay (30-day supply); and
- c. Step Therapy; and
- d. For a 90-day supply, a member must use Mail Order, to which the copay shall be \$10 for generic and \$50 for brand name.

The City has provided the FMBA with a confidential letter setting forth the names and prescription medications of two spouses exempt from the new prescription plan.

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 the State Health Benefits Plan.
- b. Major medical with coverage shall be substantially equal to the State Health Benefits Plan.
- c. The parties agree that the City will not offer a "traditional" health insurance plan.
- d. All employees shall contribute to health insurance in accordance with P.L. 2010, Chapter 2 and P.L. 2011, Chapter 78, provided, however, that any changes in the law increasing employee contributions towards health care shall be deemed to take effect on the latest date permissible by law.
- e. Employees who have attained 10 years creditable service as of June 30, 2013 will make no contributions to health benefits in retirement with the exception of applicable Chapter 2 contributions. All members retiring effective January 1, 2020 or later must enroll in NJ Direct 15/Aetna Freedom 15 Health Plan.
- f. Effective November 1, 2019 all new hires must enroll in Omnia/Liberty Health Benefit Plan or lower. New hires have the ability to modify their health benefit plan and any additional payment required shall be at their own expense. At any open enrollment period an employee may elect a higher level of coverage. The employee shall be responsible for Chapter 78 contributions based on the Omnia/Liberty Health Benefit Plan and also will be responsible to cover the total difference between the Omnia/Liberty Health Benefit Plan and the elected higher coverage plan.
- g. All active members must change health benefit coverage to NJ Direct 15/Aetna Freedom 15 Health Benefit Plan or lower during open enrollment for the City during the month of October (2019) becoming effective January 1, 2020. At any open enrollment period an employee may elect a higher level of coverage at their own expense.

h. Vision Benefits. Effective January 1, 2020, Vision Benefits will consist of an eye exam plus up to \$150 for eyeglasses or contacts one (1) time every two (2) years. Separate original itemized receipts with employee's name and date should be submitted for exam and eyeglasses/contacts to Department of Administration for processing.

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.

All terms and conditions of employment not modified herein shall remain in full force, proposals and salary adjustments effective retroactive to January 1, 2018 unless otherwise indicated.

ARTICLE XVIII

TERMS AND CONDITIONS OF THIS AGREEMENT

Section 1

The term of this Agreement shall commence January 1, 2018, and extend through December 31, 2023. Either party wishing to terminate, amend or modify such contract after December 31, 2023 must so notify the other party in writing no more than one hundred eighty (180) nor less than one hundred and forty days (140) prior to such expiration date. Within fifteen (15) 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 (140) days prior to expiration of this Agreement, then the duration of this Agreement shall continue for one (1) additional year.

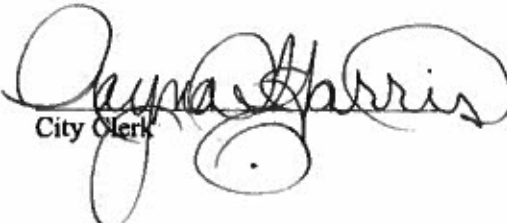
Section 3

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.

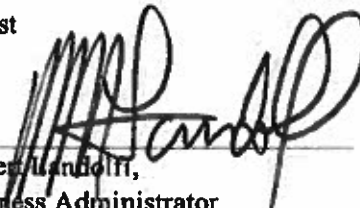
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper officers and their seal to be hereto affixed this 21st day of September 2020.

CITY OF RAHWAY


Raymond A. Giacobbe, Mayor

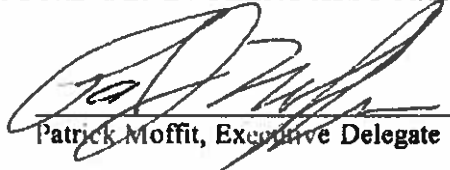

Cayna Harris
City Clerk

Attest


Robert Mandolff,
Business Administrator

RAHWAY LOCAL #33, FIREFIGHTERS MUTUAL BENEVOLENT ASSOCIATION


Randall Peterson, President


Patrick Moffit, Executive Delegate

ADDENDUM A

FMBA Pay Grid

FF Class 2 (New Hire/NON-EMT) *

	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>
Starting	40,291	40,291	40,291	40,490	40,490	40,490	40,490
Step 2	44,436	44,436	44,436	44,436	45,371	45,371	45,371

FF Class 1 (EMT) *

	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>
Starting	40,291	40,291	40,291	41,790	42,090	42,090	42,390
Step 2	44,436	44,436	44,436	45,736	46,772	46,772	47,072
Step 3	48,581	48,581	48,581	49,881	51,653	51,653	51,953
Step 4	52,726	52,726	52,726	54,026	56,534	56,534	56,834
Step 5	56,871	56,871	56,871	58,171	61,415	61,415	61,715
Step 6	61,016	61,016	61,016	62,316	66,296	66,296	66,596
Step 7	65,161	65,161	65,161	66,461	71,177	71,177	71,477
Step 8	69,306	69,306	69,306	70,606	76,058	76,058	76,358
Step 9	73,451	73,451	73,451	74,751	83,092	83,656	84,526
Step 10	77,596	77,596	77,596	78,896	n/a	n/a	n/a
Top Pay * **	84,220	85,273	86,339	88,718	90,127	91,253	92,894

* Top Pay includes 1.25% 1.25% 1.25% 1.25% 1.25% 1.25% 1.25%

**Eff 1/1/20 EMT added to base for all Steps 1,300 1,800 1,600 1,900
(400) (300) 0 (300)

* Members have 2 years from DOH to obtain EMT certification (EMT). If an EMT is not obtained, member will be disciplined including termination. All members must maintain an EMT throughout their career. If an EMT is lost, then member will have 6 months to reinstate or will be disciplined including termination.

ADDENDUM B

Appendix A
Fire Department FY 08 Total Deferral

<u>Name</u>	<u>Base Sal Deferral</u>	<u>PT Deferral</u>	<u>Sellback Deferral</u>	<u>Total Deferral June 30, 2009</u>
Altman, Lawrence G.	2,178.75	0.00	0.00	2,178.75
Amasio, Charles	0.00	0.00	0.00	0.00
Bok, Terry	1,322.54	31.32	42.69	1,396.55
Brothers, Michael A.	2,787.18	154.70	0.00	2,941.88
Campbell, Stephen	1,829.19	97.25	58.94	1,985.38
Corso, Michael	1,607.98	54.83	54.15	1,716.96
Coyna, Jon D.	1,239.88	58.99	71.19	1,369.06
Delaney, David Alan	2,592.72	189.04	142.47	2,924.23
Delaney, Richard J	2,178.75	389.81	119.70	2,688.26
Dianno, Robert	1,294.92	79.99	0.00	1,374.91
Eger, Richard	1,978.21	134.46	119.70	2,232.37
Farralco, Keith	2,085.14	129.09	119.70	2,333.93
Finer, Scott M.	464.53	81.74	0.00	546.27
Fiore, Peter	2,178.75	70.00	71.82	2,320.57
Fleischman, Brad	2,178.75	388.08	119.70	2,686.53
Fleischman, John W.	2,592.72	259.53	170.94	3,023.19
Fleischman, Richard	2,592.72	143.24	142.47	2,878.43
Fleischman, Robert	2,754.78	99.30	142.47	2,996.55
Gustafson, Eric	894.95	5.20	0.00	900.15
Hammell, Chris	1,876.21	184.62	119.70	2,180.53
Jacobs, Wilford	2,178.75	143.09	0.00	2,321.84
Jahn, Bernard E.	2,592.72	78.72	28.44	2,699.88
Johnson, Michael A.	2,178.75	132.75	149.84	2,461.34
Jordan, James A.	2,178.75	108.00	0.00	2,286.75
Klger, William M.	2,692.72	180.27	0.00	2,772.99
Kolasa, Chester	0.00	0.00	0.00	0.00
Leone, Charles	2,787.16	128.23	113.97	3,029.36
Marchica, Andrew	1,322.54	6.38	71.18	1,400.10
Marchica, Daniel	1,607.98	20.59	49.98	1,678.55
McCarthy, Scott	2,178.75	31.32	11.97	2,222.04
Miska, Richard A.	2,592.72	223.91	156.69	2,973.32
Moffit, Patrick	2,178.75	138.95	113.73	2,431.43
Niro, Steven	2,070.00	180.52	21.51	2,272.03
O'Carroll, Christopher	2,178.75	8.29	0.00	2,187.04
O'Grady Jr., William	2,342.16	280.82	47.88	2,670.86
Padavano, Theodore	2,722.35	229.26	56.97	3,008.58
Pakner Jr., Allan	2,178.75	178.78	119.70	2,477.23
Peterson, Randall M.	2,178.75	193.23	95.78	2,377.76
Roberts, Michael J.	2,592.72	287.09	142.47	3,022.28
Roy, John Peter	2,787.18	84.28	0.00	2,871.46
Rutler, Daryl S.	2,592.72	141.53	170.94	2,905.19
Sandhorst, Michael A.	2,287.88	221.70	119.70	2,629.28
Savacool, Robert	2,549.13	177.13	28.02	2,754.28
Schimmel Jr., Thomas	2,451.09	223.88	101.01	2,775.98
Schlusser, Clifford	2,685.35	234.88	113.97	3,034.20

<u>Name</u>	<u>Base Sal. Deferral</u>	<u>QT Deferral</u>	<u>Sellback Deferral</u>	<u>Total Deferral</u> <u>June 30, 2009</u>
Shumway, Andrew	2,382.99	62.70	104.88	2,550.57
Stephan Jr., John H.	2,178.75	261.72	113.73	2,554.20
Taylor, David W.	0.00	0.00	0.00	0.00
Thornton, Brian J.	2,178.75	408.40	71.82	2,658.97
Thorpe, Rahman	2,178.75	234.06	119.70	2,532.51
Toth, Brian	1,368.68	61.67	0.00	1,430.25
Toth, Ronald	2,409.33	119.99	62.92	2,592.24
Vsughan, Gerald J.	1,248.88	70.70	71.16	1,390.74
Young Jr., William R.	Deferred 15 days under management plan			
Zahir, Rashed	1,589.58	60.47	70.80	1,720.85
<u>Total</u>	<u>100,268.27</u>	<u>7,297.61</u>	<u>3,806.13</u>	<u>111,372.01</u>

ADDENDUM C

SETTLEMENT AGREEMENT

WHEREAS, the Union, FMBA Local 33 (the FMBA) represents a bargaining unit of firefighters employed by the Employer, City of Rahway (the City), and

WHEREAS, by Order dated June 27, 2011, the City implemented a Departmental Reorganization the results of which included the transfer of duties of the Head Mechanic and Mechanic Assistant to employees within the City's Department of Public Works, and

WHEREAS, the Department Reorganization also included the transfer of the duties of Fire Prevention to the employees with the City's Department of Buildings, and

WHEREAS, the transfer of duties implemented pursuant to the Department Reorganization resulted in the transfer of work from members of the FMBA bargaining unit to non-unit employees, and

WHEREAS, on or about September 12, 2011, the FMBA filed an Unfair Practice Charge with the Public Employment Relations Commission alleging that the City, by its actions, had violated Section 5.4(a)(1) and (5) of the Public Employer Employee Relations Act, which is presently pending before PERC as CO-2012-073, and

WHEREAS, the City denied that any such violation had taken place and maintained that it had a managerial prerogative to transfer unit work to non-unit members, and

WHEREAS, the parties addressed these issues during negotiations for a successor collective negotiations agreement in 2013, and


WHEREAS, the parties have been able to resolve the dispute pending before PERC without further resort to the administrative process,

It is on this 17th day of April 2014, hereby AGREED as follows:

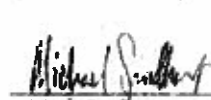
1. Those duties and responsibilities that were transferred from the Head Mechanic and Mechanic Assistant to the Department of Public Works shall be returned to the Head Mechanic and Mechanic Assistant pursuant to with the terms set forth in the March 10, 2014 memorandum from Cherron Rountree, Business Administrator, to Fire Chief William Young, DPW Director Michael Smalling, and FMBA President Michael Sandhorst. Said memo is attached hereto as Exhibit A.
2. Those duties and responsibilities that were transferred from Fire Prevention to the Department of Buildings shall be returned to Fire Prevention pursuant to the terms set forth in the March 10, 2014 memorandum from Cherron Rountree, Business Administrator, to Fire Chief William Young, DPW Director Michael Smalling, and FMBA President Michael Sandhorst. Said memo is attached hereto as Exhibit B.

3. Members of the FMBA bargaining unit who perform those duties being transferred to the bargaining unit pursuant to this Settlement Agreement shall be compensated in accordance with the terms of the applicable collective negotiations agreement between the City and the FMBA.
4. In consideration for the agreements set forth above, the FMBA agrees that it shall cause to be dismissed, with prejudice, the Unfair Practice Charge presently pending as CO-2012-073, within ten (10) business days of the execution of this Agreement.
5. Nothing contained in this Agreement shall be construed to operate as a waiver of any rights, claims or defenses by either party. Specifically, this Agreement shall not constitute a waiver of the FMBA's position that all of the duties transferred to non-unit members pursuant to the June 27, 2011 memo by Chief Young, and all of the duties which are referred to within Exhibit A and B attached hereto, are within the exclusive jurisdiction of the FMBA. Likewise this Agreement shall not constitute a waiver of any claim or defense on behalf of the City and specifically the City's claim that the reassignment of the work in question to other City Departments was the exercise of a non negotiable management right.
6. The parties recognize the importance of timely and thorough Fire Inspections to the safety and health of unit members and the citizens of Rahway in general. For that reason, the parties agree to meet and confer from time to time, informally and as circumstances warrant, to discuss issues of mutual concern relating to the timely and thorough performance of Fire Inspections. This agreement shall not constitute a waiver of the City's managerial prerogatives relating to staffing or assignment, nor of the FMBA's right to seek negotiations regarding subjects that are mandatorily negotiable.
7. The parties have agreed to resolve this matter in furtherance of good labor relations and in order to avoid the time and expense of protracted litigation. By entering into this Agreement, the City does not admit liability as to any alleged violation of the Public Employer Employee Relations Act. By entering into this Agreement, the FMBA does not admit that the no violation of the Act occurred.
8. This Agreement shall not be relied upon as precedent, nor shall it be relied upon by either party at any proceeding except as necessary to enforce its terms.

For the City of Rahway


 Cherron Roundtree, Business Administrator
 City of Rahway
 Dated:

For FMBA Local 33


 Michael Sandhorst, President
 FMBA Local 33
 Dated: