

3-2041 Return To: J. [unclear] Office

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OFFICE #1

AGREEMENT

BETWEEN THE CITY OF RAHWAY AND FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION BRANCH #33

PREAMBLE

This Agreement, effective as of the 1st day of January, 1971, 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 #33, Firemen's Mutual Benevolent Association, hereafter referred to as the FMBA, 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 NEGOTIATION

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.

Section 2. Areas of Negotiation

The Mayor, Council and the FMBA hereby agree that the FMBA has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustments of disputes and grievances, and all other related matters.

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Section 3.

The City shall 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 \$3.00 per month from each member of the Fire Department who is covered by this agreement.

ARTICLE II

FMBA NEGOTIATING COMMITTEE - ITS RIGHTS AND DUTIES

Section 1.

There shall be three 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 Director.

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 Director.

Section 3.

The Executive Delegate of the FMBA shall be granted leave from duty with full pay for all membership meetings of the

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State FMBA when such meetings take place at a time when such Officer is scheduled to be on duty, provided that said Delegate gives reasonable notice to the Director of the Fire Department to secure another employee to work in his place.

ARTICLE III

MANPOWER

Section 1. Minimum Manpower Strength

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

- Engine Company (One Piece)-----1 Officer and 2 Men
- Truck Company-----1 Man
- Rescue Squad-----1 Man

b. The alarm division shall consist of one superintendent of alarms who shall perform all duties connected with his office and one helper whenever it is necessary to work on the lines, such helper to be supplied by the City.

Section 2. Acting Officers

a. Whenever any Fireman is required to serve as an Acting Captain for a period of 15 consecutive days or nights such employee for each day of such service beyond said period shall receive the rate of pay of a Captain provided this complies with Civil Service regulations.

b. The Officer in Charge of each group on each tour shall keep a roster of employees on the basis of seniority. All acting assignments in the classification of Captain shall be made from said roster provided such employees are qualified for such assignments in the judgment of the Deputy Chief in concurrence with the Director and provided such employees are on the promotion list when and where applicable.

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c. Whenever a vacancy exists for a period of 15 consecutive days or nights in the rank of Deputy Chief, and such vacancy is filled during such period, or any part thereof, by any Captain serving as an Acting Deputy Chief, or a Deputy Chief serving as an Acting Chief, such employee shall receive for each day of such service beyond said 15 days or nights the rate of pay of the position in which he serves in this acting capacity.

Section 3. Probationary Fireman

To enable the City to exercise sound discretion in the filling of positions within the Fire Department, no appointment to the position of fireman in the Fire Department shall be deemed final and permanent until after the expiration of a period of 3 months probationary service. 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, they shall deem him unfit for such appointment. Nothing contained herein shall be used to deny any 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 employees of the Fire Department and provided same complies with Civil Service regulations.

ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 1. Hours of Work

The work week for all employees who perform fire fighting duties shall be an average of not more than forty-two (42) hours computed over a period of one (1) fiscal year, based on the schedule of three (3) days of ten (10) hours each, followed by seventy-two (72) hours off, followed by three (3) nights of

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fourteen (14) hours each, followed by seventy-two (72) hours off, followed by three (3) days of ten (10) hours each and so on.

Section 2. Overtime

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 as follows:

a. Employee shall be paid one and one half (1½) times the hourly rate for overtime worked on Thanksgiving, Christmas, New Year's or Easter.

b. Employee shall be paid all other overtime work at straight time at 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 III, Section 2, or when called to duty because of a general emergency declared in accordance with a City ordinance or State law.

c. If overtime work is required in any firehouse, it shall be performed by an employee of the same rank or classification, (Officer or fireman) as that held by the employee on the tour in the firehouse in which such overtime is requested who was last to "report off duty". For example, if the last employee to thus "report off duty" is an officer, the overtime thereby required would be worked by an officer, or if the last employee to thus "report off duty" is a fireman, the overtime thereby required would be worked by a fireman; provided, however, overtime duty by the Captain and Deputy Chief in the Bureau of Combustibles and Fire Risks and the Deputy Chief in charge of training shall not be compensated for when the Director determines that they shall receive equal time off in lieu of same.

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d. For purposes of this section, the term "report off duty" shall mean and include not reporting for duty on account of authorized vacation, holiday, sick leave, military leave, etc.,

e. The Officer in Charge of Headquarters on each tour shall establish a list of the employees in his group for each classification or rank, i.e., officer or fireman, on a seniority basis. Whenever overtime work is required, it shall be rotated among employees on the appropriate list. If an employee refuses an assignment to work overtime, he shall not be considered again for overtime duty until the list is exhausted; but if when he is called for overtime duty he is absent and the request for overtime duty cannot be communicated to him in time for him to perform such duty he shall be called again for the next overtime duty assignment.

f. Whenever an employee is called back to work after completion of his regular tour of duty, he shall be given a minimum of four (4) hours work and be paid for said time pursuant to Article IV, Section 2, paragraph A or B.

ARTICLE V

VACATION

Section 1. Standards

a. Vacations shall be granted with pay in accordance with the following scale based on the annual salary rates:

Employees who have not completed one year of service shall have one working day of vacation for each full month of continuous service rendered from the date of his appointment. Employees who have completed one year of service on the 31st day of December shall be granted fifteen working days vacation. Employees who have completed five years of service on the 31st day of December shall be granted seventeen working days vacation in the sixth year. Employees who have completed ten years of service on the

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31st day of December shall be granted nineteen working days vacation in the eleventh year. Employees who have completed fifteen years of service on the 31st day of December shall be granted twenty-one working days vacation in the sixteenth year. Employees who have completed twenty years of service on the 31st day of December shall be granted twenty-three working days vacation in the twenty-first year. Employees who have completed twenty-five years of service on the 31st day of December shall be granted twenty-five working days vacation in the twenty-sixth year and in each year thereafter.

b. The vacation period for each calendar year shall be from the first day of January to the thirty-first day of December except during September unless otherwise permitted by the Director.

Section 2. Preparation of Vacation Schedules

a. The Deputy Chiefs shall prepare and submit vacation schedules to the Director on a date determined by the Director.

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

c. The Director shall have the right to limit the number of employees who may be on vacation at any one time.

d. If no employee of a group is on vacation during any week and an employee of such group desires a change from his scheduled vacation period, same may be accomplished by an appropriate request to the Director giving both the original and the proposed vacation period.

Section 3. Allowances in Lieu of Vacation

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 other next of kin shall receive vacation

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pay on the same basis as that to which the employee is entitled for vacation leave due at the time of retirement or resignation.

ARTICLE VI

HOLIDAYS

Section 1.

Each employee shall receive twelve holidays per year, effective January 1, 1971.

Section 2.

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

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

Section 3. Declaration of Holidays by the President of the

United States

In the event a holiday is declared by the President during any one year, members shall be entitled to each such holiday in such year only in addition to those listed above. However, members may elect to either take the day off or to work on that day in the Director's discretion and receive therefor payment for the day worked at the established annual salary rate and, in addition thereto, payment for the day off which shall be also at the established annual salary rate.

ARTICLE VII

LEAVE OF ABSENCE

Section 1. Leave Without Pay

Any employee may be granted, with the approval of the

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Director, be granted special leave with pay for any days on which he is able to secure another employee to work in his place provided:

- a. Such substitution does not impose any additional cost on the City.
- b. Such substitute shall be of equal rank.
- c. The Officer in Charge of one of the tours in the firehouse is notified in writing not less than three days prior to its becoming effective, except in the case of emergency request may be made by telephone.
- d. 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. Special leave of absence with pay up to a maximum of three days shall be granted to any member of the department in case of a death within his immediate family, (but only one day for the funeral of grandparents), but such member shall report for duty the day after the funeral if scheduled to work.
- b. The term "immediate family" shall include only father, mother, father-in-law, mother-in-law, grandparents, sister, brother, spouse, child, and foster child of an employee and his relatives residing in his household.
- c. The special leave period shall commence immediately following the death of such persons and is for the sole purpose of arranging and attending funeral services. Such special leave may be extended without pay at the discretion of the Director.

d. One day shall be allowed to attend the funeral services of sister-in-law and brother-in-law.

Section 4. Sick Leave

a. Number of Days. An employee is entitled to one days' sick leave pay for each month of service, after completion of the probationary period from the date of appointment to December 31 of that year. Thereafter fifteen days of paid sick leave shall be granted each year.

b. Accumulation of Sick Leave. Sick leave shall accumulate during each employee's tenure.

c. Use of Sick Leave. Sick leave may be used by an employee for personal illness and illness of a member of his family which requires his attendance upon the person who is ill or which requires his being quarantined by a physician because of a disease which is certified by the City Health Officer as being a contagious disease.

d. Physician's Certificate. In the event the employee's illness causes his absence from work for three consecutive days, a physician's certificate if required by the Director, will be provided at the City's expense.

e. Payment in Lieu of Sick Leave. In the event of separation of the employee from the Fire Department, the City agrees to pay at the current pay scale, fifty (50%) percent of accrued sick leave at the time of separation.

Section 5. Educational Leave

Any employee of the Fire Department may with the approval of the Director be granted leave with pay if enrolled in an accredited curriculum in a college or university in which he is taking courses to improve his proficiency as a member of the Fire Department.

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ARTICLE VIII

WAGES

Section 1. Salary

a. Salary for the purpose of this agreement shall be the highest salary that a fireman or officer is duly and properly authorized to receive at the beginning of each calendar year.

b. Salaries for the members of the Department shall be at or within the range of the minimum and maximum amounts as stated below:

<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Fireman 3rd Grade	\$ 9,711.00	\$ 9,711.00
Fireman 2nd Grade	10,300.00	10,300.00
Fireman 1st Grade	11,000.00	11,000.00
Captain	12,405.00	12,405.00
Deputy Chief	13,950.00	13,950.00
Superintendent of Alarms	12,790.00	12,790.00
Captain Mechanic	14,500.00	14,500.00

Section 2. Salary Increments

Any person employed in the capacity or the rank of fireman or who shall receive appointment after final adoption of this agreement shall be paid during the first year of such employment at the minimum of the salary range provided for his respective position as set forth in this agreement and having completed the first year of service shall receive a salary increment each year thereafter in order that he shall obtain the maximum salary for that position as set forth in the salary schedule of this agreement upon completion of the first year of service, provided, however, that the annual increments are equal in amount during that period of transition through the minimum to maximum. An employee appointed after the execution of this agreement and during the term of same shall be paid the salary according to the foregoing schedule. Other employees shall receive the salary set forth in said schedule.

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ARTICLE IX

LONGEVITY

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

<u>Years Completed</u>	<u>Percentage of Base Salary</u>
Upon completion of five years	2 percent of base salary
Upon completion of ten years	4 percent of base salary
Upon completion of fifteen years	6 percent of base salary
Upon completion of twenty years	8 percent of base salary
Upon completion of twenty-five years	10 percent of base salary

This longevity program shall commence and shall be computed and paid on January 1 of each year.

ARTICLE X

SENIORITY

Seniority shall consist of the uninterrupted length of accumulated service of each employee. An employee's length of service shall not be reduced by the time lost due to sick or injury leave or authorized leave of absence. In the event that an employee shall take a leave of absence, he must work a minimum of five months consecutively upon returning from said leave of absence before he will be permitted to take his vacation.

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 member employee as to the meaning, application or operation of any provision of this agreement, such dispute or difference shall be presented by any one

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of the parties within no more than ten days from the time the same arose, and 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 Director of the Department or his representative may reach a settlement of the dispute; if they fail to reach an agreement within five days, the aggrieved party shall furnish a written statement of the grievance to the Director on a form provided by the City for automatic referral to STEP B.

STEP B: A member or members of the Grievance Committee, designated by the FMBA, and the Mayor or the Business Administrator shall attempt to settle the dispute within five days or the dispute will automatically be referred to STEP C.

STEP C: A member or members of the Grievance Committee, designated by the FMBA, and the Mayor or the Business Administrator and a referee assigned by the State Public Employee Relations Commission shall decide the dispute and their decision shall be final and binding; provided, however, the aggrieved employee shall have the option of appealing the dispute in the manner set forth in this STEP C or of appealing to the Department of Civil Service, and by exercising either option he automatically waives his right of appeal under the other option.

Section 2. Compensation and Expenses for Impartial Hearing.

(a) The reasonable compensation and expenses, if any, of said Referee 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.

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(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 will not permit its members, and it 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 during the term of this agreement change any provisions set forth herein 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 posting of notices concerning FMBA business and activities.

ARTICLE XIV

CLOTHING ALLOWANCE

Section 1.

All employees of the Fire Department including proba-

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tionary firemen covered by this agreement shall be an annual clothing allowance of One Hundred Fifty (\$150.00) payable by clothing vouchers and approved by the Director.

Section 2.

The dress uniform of all members shall be inspected twice a year by the employee in charge of his group.

Section 3.

Dress uniform material shall be up to the specifications as set forth in Sec. 6:15A of dress uniform regulations by the Director of the Department as of January, 1971.

Section 4.

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

Section 5.

The dress uniform shall not be worn to and from the firehouse for daily work.

TERM AND CONDITIONS OF THIS AGREEMENT

Section 1.

The term of this agreement shall commence January 1, 1971 and extend through December 31, 1971. Either party wishing to terminate, amend, or modify such contract must so notify the other party in writing no more than one hundred eighty days nor less than sixty 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 such amendment, modification or termination.

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Section 2.

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

Section 3.

The provisions of this agreement requiring payment of any sum of money are subject to approval by the Municipal Council by ordinance. This agreement is further subject to appropriations being available for any of the purposes hereinabove mentioned, and if not available the City agrees to exert its bona fide and lawful efforts to obtain such appropriations. This agreement is also subject to the provisions of any state law and civil service rules and regulations which shall prevail, however, only if they are inconsistent with this agreement and compliance with same is mandatory rather than permissive or discretionary.

INWITNESS WHEREOF, the parties have caused their names to be signed on this _____ day of _____, 1970.

ATTEST:

CITY OF RAHWAY

Robert W. Schrof, City Clerk

By: _____
Mayor

LOCAL #33 FIREMEN'S MUTUAL
BENEVOLENT ASSOCIATION

Secretary

By: _____
James T. Heller, President

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