

**MEMORANDUM OF AGREEMENT
RFOA LOCAL #233 OF RAHWAY
JANUARY 1, 2018 – DECEMBER 31, 2023**

This Agreement made this 9th day of March 2020 by and between RFOA Local #233 (herein "Local,") and the City of Rahway (herein "Employer,");

WHEREAS, the Employer and the Local are parties to a collectively signed bargaining agreement (herein "CBA,") covering the period of January 1, 2018 through December 31, 2023; and

WHEREAS, the Employer and the Local have engaged in good faith negotiations for successor CBA; and

WHEREAS, the negotiating representatives for the Employer and the Local have reached this agreement on terms and conditions for a new CBA subject only to ratification by RFOA Local #233 membership (herein "members,") and approval by the City of Rahway; and

WHEREAS, the negotiating representatives for the parties unanimously agree to recommend such ratification and approval; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth, the parties agree as follows:

1. Except as herein modified the terms and conditions of the July 1, 2013 – December 31, 2017 CBA shall remain in full force and effect.
2. Term: 6-year contract 1/1/2018-12/31/2023.

3. The annual increase shall be as follows:

2018	2019	2020	2021	2022	2023
2.0%	2.0%	2.25%	2%	1.5%	1.5%

4. All terms and conditions of employment and not modified herein shall remain in full force, proposals and salary adjustments effective retroactive to January 1, 2018 unless otherwise indicated.
5. 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.
6. Employees hired after November 1, 2019 and promoted 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.

7. 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 becoming effective January 1, 2020. At any open enrollment period an employee may elect a higher level of coverage at their own expense as outlined in paragraph 7.
8. Effective April 1, 2020:
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.
** Except for the two (2) exemptions as outlined in the confidential letter to the FMBA President, if members are promoted into RFOA local #233.*
9. 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).
10. Effective January 1, 2020, vision benefits will align to the policy in effect in the City of Rahway Employee Manual referenced on page 53.
11. For Acting Officers employee will be paid an additional \$125 for the entire shift. The shift will be broken into 4 quarters (\$31.25 for 6 hours acting).
12. Delete in Section 1.06 "Staff Meetings" (pg. 3) in the last sentence all wordage after "Chief's discretion".
13. Establish the allotment of time earned for "day staff" effective January 1, 2020 as follows:
 - a. Vacation – 270 hrs. (27 days x 10 hrs.). Vacation time will be earned as per Section 4.01, twelve (12) days plus one (1) additional day for each credited full year of employment up to a maximum of twenty-seven (27) days as follows:
 1. Year 13 - 250 hrs. (25 days x 10 hrs.)
 2. Year 14 - 260 hrs. (26 days x 10 hrs.)
 3. Year 15 - 270 hrs. (27 days x 10 hrs.)
 - b. Sick – 150 hrs. (15 days x 10 hrs.)
 - c. Holidays – 130 hrs. (13 days x 10 hrs.)
 - d. Personal – 10 hrs. (1day x 10 hrs.)
 - e. Time earned as of December 31, 2019 will be grandfathered
14. Add to Section 4.03 "Fourth Man Off" (pg. 8) fourth (4) restriction
 - d. CHIEF'S APPROVAL RESTRICTION
Time off is subject to the approval of the Fire Chief.

15. As per Section 5.06 (a), effective January 1, 2020 the education incentive will increase to \$2,500 and will be earned as follows:
 - a. Required proof must be submitted to the Fire Chief for his approval no later than November 30 of every year, beginning 2020 and if approved by the Fire Chief will be payable as part of base salary in the following year. If the required proof is not submitted by November 30, or in any way is not in compliance with existing departmental policy on Educational Incentive, then no adjustment to base salary for the following year will be made.
 - b. Educational incentive period is from December 1 - November 30.

16. Effective January 1, 2021, to be eligible for Section 5.08 (a) "Training Officer Base Salary Adjustment" a Chief Officer must be certified as a Level 1 Training Officer to receive the salary adjustment. A Chief Officer who is a Level 1 Instructor and also licensed as a Fire Inspector will receive a stipend of \$500 in addition to the Level 1 Instructor.

17. As per Section 6.02 (a), beginning January 1, 2020, days shall be pro-rated quarterly with the total being credited July 1 of retirement year.

18. As per Section 6.03, a member retiring after completing at least 25 years of services with the City shall immediately receive cash severance pay for that portion of accumulated Sick Leave Day "...". The City shall count veteran's time that has been purchased.

19. If a State of Emergency is declared and the City Hall closes, the RFOA Local #233 Members are not entitled to additional time off or any other form of compensation.


IN WITNESS WHEREOF, the parties have set their hands and seals this 2nd day of March 2020.

CITY OF RAHWAY

RFOA LOCAL #233 OF RAHWAY


 Robert M. Landolfi
 Business Administrator

3/2/2020
 Date


 Charles Leone
 RFOA President

3-2-20
 Date