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CITY OF RAHWAY

-AND-

RAHWAY FIRE OFFICERS  
ASSOCIATION, LOCAL #233

COLLECTIVE BARGAINING AGREEMENT

**July 1, 2008 through June 30, 2013**

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## PREAMBLE

**W**HEREAS, 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 hereto mutually agree that in order to achieve these goals it is necessary that the salaries, benefits and working conditions of the Rahway Fire Officers Association 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 purposes herein before expressed, the parties hereto hereby enter into this Agreement, effective as of the first day of July, 2008, 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 the **RAHWAY FIRE OFFICERS ASSOCIATION, LOCAL #233** hereafter referred to as the **RFOA**, which is designed to maintain and promote a harmonious relationship between the CITY and **RFOA** 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. DESCRIPTION/DEFINITION OF TERMS**

**Section 1.01 "Base Salary Adjustment" (BSA)**

That pensionable stipend or portion thereof which is added to a member's established annual base salary, becoming part of his Regular Hourly Rate paid with and in the same manner as the member's base salary, included in the State of New Jersey Police and Fire Pension System. However, for purposes of computing a subsequent year's salary based upon a percentage increase in current base salary, the BSA is not included in that basis for calculating a raise in the base salary. The BSA is added to salary after the member's annual base salary has been established.

**Section 1.02 "Day" or "Shift"**

Interchangeable terms used in this Agreement to describe one unit of that continuous period of time when duty has either been scheduled, or leave from that scheduled duty has been granted. "Day", in reference to monetary benefits: for all members, when used to calculate certain monetary compensations of active employment (e.g., Sell back or Sick Leave Incentive "Days", see ARTICLE V), or certain monetary benefits earned at termination (e.g., selling final year's Holiday/Vacation "Days", and/or Terminal Leave "Days", see ARTICLE VI), the basis for calculating the length of a benefit "day" shall be twelve (12) hours per day, except that effective 1/1/2000 for Line Duty only, the basis applied shall be twenty-four (24) hours per day (NOTE: this change of "basis" provides no actual change in benefit, for while the length of the benefit "day" has doubled, the number of days entitled have been halved).

**Section 1.03 "Line Duty"**

In this Agreement, "Line Duty" shall refer to assignment to a fire suppression group, which is a group whose primary function is to respond with dedicated apparatus to an alarm of fire or other emergency. Each such group works a rotating schedule throughout the year, which in conjunction with the other suppression groups provide continuous fire suppression protection for the CITY, twenty-four (24) hours per day, seven (7) days per week throughout the entire year.

**Section 1.04 "Normal" or "Regular" Hourly Rate of pay**

In this Agreement, the expression "normal hourly rate" is interchangeable with "regular hourly rate," and is calculated as follows: take the sum of an individual member's established annual salary, plus applicable longevity entitlement, plus any applicable base salary adjustment(s). Divide that sum by 2,184 hours. The resultant figure is the member's "normal" or "regular" hourly rate of pay.

**Section 1.05 "Staff Duty" or "Day Staff" position**

In this Agreement, "Staff Duty" or a "Day Staff" position shall refer to that assignment which primarily is not part of a fire suppression group, and where the normal duty hours are usually within "weekdays only, daytime only" hours. Typical of such assignments are duties as Fire Official, Training Officer or Chief Administrative Officer. However, a member assigned to a Day Staff position is not restricted from serving in a "line" position, and in fact will typically do so on an occasional basis during the course of normally scheduled Staff Duty hours. Furthermore, with such assignment to a staff position the member is still eligible to work overtime in a "line" or suppression group position, and he is still eligible and expected to respond from off duty to working fires or other emergencies when paged, telephoned or otherwise requested by the Incident Commander.

**Section 1.06 "Staff Meetings"**

A "staff meeting" is a meeting called for and presided over by the Chief or his designee, to which all Chief Officers of the Department are invited and expected to attend, and at which departmental concerns are addressed. Such meetings will be held at the Chief's discretion, but if possible should be scheduled at a time of mutual convenience for all attendees.

**Article II. RECOGNITION AND NEGOTIATIONS**

**Section 2.01 Recognition**

The CITY hereby recognizes the RFOA as the exclusive representative and bargaining agent for the bargaining unit, consisting of all Deputy Fire Chiefs and Battalion Fire Chiefs within the City of Rahway Fire Department.

**Section 2.02 Areas of Negotiation**

The CITY and the RFOA hereby agree that the RFOA has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety, procedures for adjustment of disputes and grievances, and all other related matters.

**Section 2.03 RFOA Negotiations Committee**

To represent the RFOA, there shall be a maximum of two (2) members on the negotiating committee.

**Article III. HOURS OF WORK AND SCOPE OF DUTIES**

**Section 3.01 Hours of Work**

**(a) LINE DUTY SCHEDULE, EFFECTIVE JANUARY 1, 2000**

Members of the RFOA assigned to fire suppression duties shall work forty-two (42) hours per week. Effective 0800 hrs. on January 1, 2000, the work schedule shall consist of working a twenty-four (24) hour shift, followed by seventy-two (72) hours off duty. This sequence shall then repeat.

**(b) DAY STAFF DUTY**

Members of the RFOA assigned to duties other than Line Duty shall work forty (40) hours per week consisting of four (4) ten (10) hour days as the needs of the Department require.

**Section 3.02 Scope of Duties**

Members of the RFOA may be assigned by the CITY to perform any duties related to public emergency service with the exception of any and all police law enforcement work.

**Article IV. LEAVE FROM DUTY**

**Section 4.01 Vacation**

**(a) NUMBER OF DAYS ENTITLED**

In any given year, vacation entitlement shall be based on the employee's total employment seniority accrued to December 31 of the prior year. Employees commencing employment with the CITY on or after January 1, but on or before June 30, shall be given credit for the purposes of the following year's entitlement, with one (1) full year's employment. Employees commencing employment with the CITY on or after July 1, but on or before December 31 of such year shall not, for the purposes of the following year's entitlement be credited with any time for such year.

| Credited Seniority     | Annual Vacation Entitlement thru 12/31/99 for all types of duty, Line or Staff:  | Annual Vacation Entitlement for Staff Duty only, effective 1/1/00  | Annual Entitlement for Line Duty only, effective 1/1/00  |
|------------------------|--|--|--|
| More than one (1) year | Twelve (12) days, plus one (1) additional day for each credited full year of employment up to a maximum of twenty-five (25) days | Twelve (12) days, plus one (1) additional day for each credited full year of employment up to a maximum of twenty-five (25) days | Six (6) 24 hr. shifts, plus on-half (½) additional shift for each credited full year of employment up to a maximum of twelve-and-a-half (12½) 24 hr shifts |

(b) WHEN ENTITLED

Except for his final year of employment, an employee's full vacation entitlement shall be credited as of January 1 of each year. Effective July 1, 2003, in the final year of employment, vacation entitlement shall be in accordance with ARTICLE VI, Section 6.01 **(a)**.

(c) CARRY-OVER DAYS

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

(d) VACATION PERIOD

The vacation period shall be from January 1 to December 31 inclusive.

(e) PREPARATION OF VACATION SCHEDULE

The members shall prepare and submit their vacation schedule to the Chief on a date determined by the Chief.

(f) VACATION PAY

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

**Section 4.02 Holidays**

(a) NUMBER OF HOLIDAYS

All members shall receive thirteen (13) paid holidays (shifts) per year, except that effective 1/1/2000 for those assigned to Line Duty, a member shall be entitled to six-and-a-half (6½) twenty-four (24) hour shifts of holiday time. However, a member of the RFOA may elect to work,

or "sell back" one (1) or more of these days for additional compensation - see ARTICLE V, Section 5.04.

(b) WHEN ENTITLED

Except for his final year of employment, an employee's full holiday entitlement shall be credited as of January 1 of each year. Effective July 1, 2003, in the final year of employment, holiday entitlement shall be in accordance with ARTICLE VI, Section 6.01 (b).

(c) LISTING OF HOLIDAYS

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

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

(d) 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 such holiday time in that year only, in addition to those listed in ARTICLE IV, Section 4.02 (c), as follows: **RFOA** members assigned to Staff Duty shall be entitled to one (1) day for each general holiday so declared. After 1/1/2000, those assigned to Line Duty shall be entitled to one-half (½) of a twenty-four (24) hour shift for each general holiday so declared.

(e) SELLING HOLIDAYS (See ARTICLE V, Section 5.04)

**Section 4.03 Fourth Man Off**

Effective 1/1/89, Chief Platoon Officers will have the option to schedule their Vacation/Holiday time as desired and be the fourth member of the platoon off duty. However, three (3) restrictions must be met to allow this option, as follows:

(a) SENIORITY PREFERENCE RESTRICTION

Vacation/Holiday time for the platoon must first be selected by seniority preference. All platoon members will be included in this selection process.

(b) OFF DUTY OFFICERS RESTRICTION

A maximum of two (2) Officers off duty on Vacation/Holiday time will be maintained.



(c) OVERTIME RESTRICTION

No overtime cost to the CITY at the time of request, other than the cost of creating acting officer positions.

**Section 4.04 Personal Leave Time**

All members of the RFOA will be entitled to time off totaling one (1) Personal Leave shift per year, except that effective 1/1/2000 for those assigned to Line Duty, this entitlement shall be one-half ( $\frac{1}{2}$ ) of a twenty-four (24) hour shift. A member may use this time in "hours", and is not required to use Personal Time as either a  $\frac{1}{4}$  or  $\frac{1}{2}$  shift (for line) or full shift (Day Staff) off duty. A member shall be entitled to personal time off with these two (2) restrictions:

- (a) Should the need arise, management reserves the right to ask for twenty-four (24) hrs notice
- (b) Its use must not cause overtime at the time of request, other than the cost of creating acting officer positions.

It is understood however, that in case of an emergency these restrictions may be waived. It is also understood that the need for hiring overtime from off duty must be caused at the time of request in order for the Personal Day to be denied.

**Section 4.05 Sick Leave**

(a) NUMBER OF DAYS

Fifteen (15) days of paid Sick Leave shall be granted each member annually, credited as of January 1 in each calendar year, except that effective 1/1/2000 for those assigned to Line Duty, seven-and-a-half ( $7\frac{1}{2}$ ) twenty-four (24) hour shifts shall be granted each member annually, credited as of January 1 for each calendar year.

(b) ACCUMULATION OF SICK LEAVE

Unused Sick Leave shall accumulate during the member's tenure with the CITY.

(c) USE OF SICK LEAVE

The CITY may require a Medical Doctor's certificate from any member, at the member's expense, if Sick Leave is used to fail to report to work for more than two (2) consecutive work days. No other restrictions may be placed on the use of sick time.

(d) ANNUAL SICK LEAVE INCENTIVE: (See ARTICLE V, Section 5.05)

(e) FINAL YEAR'S SICK LEAVE & INCENTIVE: (See ARTICLE VI, Section 6.02)

(f) TERMINAL LEAVE: (See ARTICLE VI, Section 6.03)

**Section 4.06 Special Leave**

Any member may, with the approval of the Director, be granted special leave with pay.

**Section 4.07 Exchange of Duty**

Any member, with the approval of the Chief, may arrange an exchange of duty provided that such exchange does not impose any overtime cost on the CITY, and that such exchange be of equal rank.

**Section 4.08 Leave for Jury Duty**

(open)

**Section 4.09 Funeral Leave**

Funeral Leave of absence with pay shall be granted to any member in accordance with the provisions below:

(a) IMMEDIATE FAMILY

A member shall be granted three (3) days Leave, except that effective 1/1/2000 for those assigned to Line Duty, a member shall be granted one and one-half (1½) twenty-four (24)-hour shifts Funeral Leave. The term "immediate family" shall include only father, mother, legal guardian, father-in-law, mother-in-law, sister, brother, spouse, child, foster child of an employee, **grandparents** and any relatives residing within his household.

(b) BROTHERS-IN-LAW **AND** SISTERS-IN-LAW

A member shall be granted one (1) day Leave, except that effective 1/1/2000 for those assigned to Line Duty, a member shall be granted one-half (½) of a twenty-four (24) hour shift Leave.

(c) OTHERS

Funeral Leave for other than those listed above may be granted by the Director upon appropriate request.

(d) FUNERAL LEAVE PERIOD

Funeral Leave may be extended with or without pay at the discretion of the Director. Additional funeral leave may also be granted by utilizing sick leave, vacation leave or personal leave as approved by the Director.

**Section 4.10 Special Leave for RFOA Business**

(a) FOR NEGOTIATIONS

Upon notice to the Chief, members of the RFOA Negotiating Committee shall be granted leave from duty with full pay for all meetings between the CITY and the RFOA for the purposes of negotiating the terms of an agreement, when such meetings take place at a time during which members are scheduled to be on duty.

(b) FOR OTHER RFOA BUSINESS

Upon notification to the Chief, two (2) representatives of the RFOA shall be granted special leave from duty with full pay to attend to RFOA business, at the discretion of the RFOA, not to exceed four (4) days or ninety-six (96) hours for each of the two (2) representatives. Anytime a member has need of utilizing this special leave, the RFOA shall work cooperatively with the Chief to minimize the impact upon the CITY. With regards to local functions only, if such leave is the cause of hiring personnel from off-duty, the member(s) off on special leave shall return to duty as soon as possible immediately following the function to minimize the impact of hiring overtime. A local function shall be defined as one being forty-five (45) minutes or less away from the firehouse.

**Section 4.11 Leave of Absence**

Any member may be granted, with the approval of the CITY's Business Administrator, leave of absence without pay for a period not exceeding six (6) months in accordance with New Jersey Department of Personnel rules provided he shall make such request of the CITY's Business Administrator at least seven (7) working days 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.

**Article V. COMPENSATION FOR ACTIVE EMPLOYMENT**

**Section 5.01 Salary**

The annual base salary for all Battalion Fire Chiefs shall be as established in (a) through (e) below. The base pay for all Deputy Fire Chiefs shall be eleven percent (11%) above that of Battalion Chief.

(a) CHIEF OFFICER BASE SALARY EFFECTIVE **July 1, 2008**, PER ANNUM

Battalion Fire Chief: **\$101,295**    Deputy Fire Chief: **\$112,437**

(b) . . . July 1, 2009 . . .

Battalion Fire Chief: **\$105,347**    Deputy Fire Chief: **\$116,935**

(c) . . . July 1, 2010 . . .

Battalion Fire Chief: **\$109,561**    Deputy Fire Chief: **\$121,613**

(d) . . . July 1, 2011 . . .

Battalion Fire Chief: **\$113,943**    Deputy Fire Chief: **\$126,477**

(e) . . . July 1, 2012 . . .

Battalion Fire Chief: **\$118,501**    Deputy Fire Chief: **\$131,536**

**Section 5.02 Overtime**

(a) RATE

Whenever a member works in excess of his regularly assigned work or work schedule, in addition to any other benefits to which he may be entitled, he shall be paid for such overtime work at the rate of time and one-half, or 150% of his regular hourly rate.

(b) METHOD OF HIRING

Overtime hiring, whether as a result of emergency, sickness or extra duties, shall be done utilizing a one (1) list rotation method that is satisfactory to the CITY and the members of the RFOA.

(c) MINIMUM HOURS PAID

There shall be a minimum of two (2) hours pay at the overtime rate if overtime is necessary. This subsection shall apply only to those employees called in while off duty.

(d) MANDATORY HIRING OF A BATTALION CHIEF

If there is no Battalion or Deputy Fire Chief on duty, nor any Captain on duty eligible for assignment as Acting Battalion Chief, a Battalion Chief shall be hired from off duty. In no instance shall a member of the Rahway Fire Department below the rank of Captain serve as an Acting Battalion Chief.

(e) EXCEPTION TO OVERTIME - STAFF MEETINGS

Effective 1/1/89: for each quarter of the year (i.e., one (1) per each three (3) month period for a total of four (4) per calendar year), members shall attend one (1) Fire Department staff meeting of no more than two (2) hours per meeting at no cost to the CITY.

**Section 5.03 Longevity Pay**

In addition to a member's full annual base salary, there shall be a monetary compensation known as "Longevity Pay", which shall be based upon the member's length of employment with the CITY. The amount and manner of payment shall be in accordance with the computation chart and all other provisions of this Section.

(a) LONGEVITY CHARTS:

i.) For those hired prior to July 1, 1999:

| NUMBER OF YEARS COMPLETED | PERCENT OF BASE SALARY PAID |
|---------------------------|-----------------------------|
| Four (4) years            | 2%                          |
| Eight (8) years           | 4%                          |
| Twelve (12) years         | 6%                          |
| Sixteen (16) years        | 8%                          |
| Twenty (20) years         | 10%                         |
| Twenty-four (24) years    | 12%                         |

ii.) For those hired on or after July 1, 1999:

| NUMBER OF YEARS COMPLETED | PERCENT OF BASE SALARY PAID |
|---------------------------|-----------------------------|
| Six (6) years             | 2½ %                        |
| Twelve (12) years         | 5%                          |
| Eighteen (18) years       | 7½ %                        |
| Twenty-Four (24) years    | 10%                         |

(b) ELIGIBILITY

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

(c) PAYMENT

Longevity pay shall be paid along with and in the same manner as annual base salary, and shall become a part of the regular hourly rate.

(d) CALCULATING BASIS OF LONGEVITY

Longevity calculations will be based upon the base earnings of the previous fiscal year. Increments shall be paid on the first full pay period after the employee's anniversary date.

**(e) LONGEVITY**

**The parties agree that should the FMBA agree to eliminate longevity from their collective bargaining agreement, then this agreement will be deemed amended eliminating longevity for all persons hired by the Fire Department after the date upon which longevity is eliminated and who are subsequently promoted into the Association.**

**Section 5.04 Holidays Sold**

A Battalion Chief member of the RFOA may elect to work, or "sell back" one (1) or more holidays for additional compensation provided he shall give written notice to the Chief of his intention to do so. A Deputy Fire Chief is not eligible for this benefit.

(a) RATE, AMOUNT OF PAY

For each shift thus sold back, the member will be paid for the entire shift with additional "straight" pay at the regular hourly rate in effect at the time of payment.

(b) AMOUNT PERMITTED

There shall be a maximum twelve (12), twelve (12) hour days that any one (1) member may sell back to the CITY, except that effective 1/1/2000 for those assigned to Line Duty, there shall be a maximum six (6), twenty-four (24) hour days that any one (1) member may sell back to the CITY per calendar year. For calendar year 2003 only, there shall be a maximum of 120 hours (5, 24-hour days) that a member may sell back to the City. Members may carry over the time they cannot sell back into the following year when it can be taken in time, but not sold back.

(c) PAYMENT OF SELL BACK DAYS

Payment for sell back days shall be made by the CITY not later than the second pay period in November of each calendar year.

**Section 5.05 Annual Sick Leave Incentive**

Effective 1/1/89, and at the member's option, a member may participate in the annual Sick Leave incentive program in accordance with the following terms and criteria:

(a) NO SICK TIME USED DURING CALENDAR YEAR

For all members, if no sick time is used during a calendar year, a member will receive forty (40) hours pay at the regular hourly rate and will have five (5) sick days (at the rate of 1 day = 12 hours) deducted from his total accumulated sick days, except that effective 1/1/2000 for those assigned to Line Duty, if no sick time is used during a calendar year, member will receive forty (40) hours pay at the regular hourly rate and will have two and one-half (2½) sick days (at the rate of 1 day = 24 hrs.) deducted from his total accumulated sick days.

(b) SOME SICK TIME USED DURING CALENDAR YEAR

For all members, if one (1) sick day is used during a calendar year, member will receive thirty (30) hours pay at the regular hourly rate and will have three and one-half (3½) sick days (at the rate of 1 day = 12 hrs.) deducted from his total accumulated sick days, except that effective 1/1/2000 for those assigned to Line Duty, if one-half of one (½) sick day is used during a calendar year, member will receive thirty (30) hours pay at the regular hourly rate and will have one and three fourths (1¾) sick days (at the rate of 1 day = 24 hrs.) deducted from his total accumulated sick days.

(c) PAYMENT OF BENEFITS

Members eligible for the annual Sick Leave incentive shall receive compensation no later than the date of the first paycheck received in February following the calendar year in which the benefit was earned.

**Section 5.06 Educational Benefits**

(a) EDUCATIONAL INCENTIVE

Effective 1/1/90, an education incentive of one percent (1%) of the current base salary will be paid to members who complete a minimum of twenty (20) hours of continuing education or seminars in fire related or department approved management courses. Effective 7/1/99, this incentive shall become a base salary adjustment, paid with and in the same manner as regular salary, becoming a part of the regular hourly rate. Effective July 1, 2003 the incentive shall be increased to 1½ %; effective July 1, 2004, the incentive shall be 2%.

(b) REIMBURSEMENT FOR COURSES

Full share reimbursement shall be made for fire science, administrative, management or similar courses approved by the Chief, and half-share reimbursement for non-fire courses that are part of

a college degree program in Fire Science, Public Administration, Management or other degree program approved by the Chief. To be covered under this Article and recompensed, prior written authorization must be obtained from the Chief of the Department for any classes, seminars, courses and/or other educational pursuits.

**Section 5.07 Clothing Maintenance Allowance**

(a) ALLOWANCE

Those members covered by this Agreement shall be entitled to an annual clothing maintenance allowance of **\$350.00** in order to maintain in proper order and appearance the uniform and personal equipment, paid with the second pay of November in each calendar year.

(b) MANDATED CHANGES

Any changes in, or addition to the uniform or personal equipment mandated by competent authority shall be paid for by the CITY, in addition to the annual clothing maintenance allowance. Thereafter to be maintained by the member.

(c) SPECIAL CLOTHING AND EQUIPMENT

Specialized clothing and equipment such as boots, turnout coats, turnout pants, gloves, helmets, etc., shall be provided by the CITY in addition to the annual clothing maintenance allowance.

**Section 5.08 Training Officer Base Salary Adjustment**

Each Chief Officer shall receive an annual training officer stipend beginning July 1, 2005, and shall be responsible for such training responsibilities and duties as established by the Director. The amount of this stipend shall be \$1,800 effective July 1, 2005 and shall be increased to \$2,800 on July 1, 2006. This payment will be considered a base salary adjustment.

**Article VI. COMPENSATORY BENEFITS AT TERMINATION**

**Section 6.01 Final Year's Unused Vacation and/or Holiday Leave**

SEPARATION FROM EMPLOYMENT: any member who is entitled to vacation and/or holiday leave at the time of separation from employment shall receive compensation in accordance with subsections (a), (b) or (c) below:

(a) RETIREMENT

Effective July 1, 2003: in the calendar year of retirement, if a member remains employed until at



least January 31 before retiring, the member shall be entitled to that calendar year's full share of vacation and holidays. Immediately upon retirement, the member will be paid in full at his regular hourly rate of pay for all such entitled holidays and vacation days remaining unused at the time of retirement.

(b) DEATH

A member is entitled to a full share of vacation days and holidays as of January 1<sup>st</sup> of each year, in accordance with Sections 4.01 and 4.02. Should a member die while employed, and if that member has any entitled vacation or holiday leave remaining for the calendar year at the time of his death, his designated heir(s) shall receive full compensation for such time. Full compensation shall equal the member's regular hourly rate of pay times the number of hours of leave so entitled.

(c) RESIGNATION OR INVOLUNTARY SEPARATION

Should a member elect to quit employment with the City of Rahway prior to eligibility for retirement into the PFRS pension system, or, if a member is separated involuntarily (i.e., "fired") from employment with the City, that employee shall not be eligible for the entire calendar year's worth of vacation and holiday time. Rather, that member shall be eligible for compensation only for such vacation or holiday time prorated to the day of that member's separation. If said member has used more than his entitled share at the time of separation, the City shall be entitled to recover full compensation from the member at a rate equal to the member's regular hourly rate of pay times the number of hours of leave that the member has used beyond his entitlement.

**Section 6.02 Final Year's Sick Leave Incentive**

(a) NUMBER OF DAYS FOR FINAL YEAR

**Each member of the Association will receive his full annual share of Sick Leave days in the final calendar year of his employment, credited on January 1 of that year, in accordance with ARTICLE IV, Section 4.05 (a). These days shall not be pro-rated as to the specific month retired. Beginning January 1, 2011, these days shall be pro-rated quarterly with the total being credited September 30<sup>th</sup> of the retirement year.**

(b) FINAL YEAR SICK LEAVE INCENTIVE

**A retiree will be paid on a full, "one-for-one" basis, for his final calendar year's share of Sick Leave days credited in Section 6.02 (a) above, at his regular hourly rate. A retiree so paid will have the number of days for which compensation is received subtracted from the total number of accumulated Sick Leave days prior to calculation of further retirement benefits (i.e. Terminal Leave).**

**Section 6.03 Terminal Leave**

A member retiring after completing at least twenty-five (25) years of service with the CITY shall immediately receive cash severance pay for that portion of accumulated Sick Leave days which has been determined by the formula and all provisions herein described. Said compensation of eligible days shall be at his regular hourly rate.

(a) ESTABLISHING TOTAL NUMBER OF ACCUMULATED SICK DAYS (UNADJUSTED)

i.) For all members prior to 1/1/2000, and effective 1/1/2000 for Day Staff only: the basis for establishing total accumulated Sick Leave days shall be at the rate of one (1) day per month for his first twelve (12) months of employment, plus one and one-fourth ( $1\frac{1}{4}$ ) days per month for every month thereafter worked (which equals fifteen (15) days per year), less the total number of days used on Sick Leave. For purposes of calculation, all "days" shall be equivalent to twelve (12) hours.

ii.) For members assigned to Line Duty, effective January 1, 2000: all "days" shall be recalculated at twenty-four (24) hours, and the number of monthly, yearly and total days accumulated and/or used prior to 1/1/2000 shall be recalculated at one-half ( $\frac{1}{2}$ ) of the numbers described in #i above. For example, a member's fifteen (15) sick days accrued in 1999 is recalculated as seven and one-half ( $7\frac{1}{2}$ ), twenty-four (24) hour days when the number is added to the accumulated days in 2000. By way of further example, if a member had a total of 268 sick days accumulated prior to 1/1/2000, this number is recalculated as 134, twenty-four (24) hour days on 1/1/2000.

(b) ADJUSTING TOTAL NUMBER TO DETERMINE ELIGIBLE DAYS

i.) All Sick Leave days earned through June 30, 1972, shall be utilized in the formula on a one-for-one basis, i.e., 100% of days accumulated without reduction or proration.

ii.) The number of Sick Leave days earned since July 1, 1972, shall be utilized in the formula at the rate of 70% of days accumulated (this adjustment is equivalent to time earned by employees working eight (8) hour days five (5) days per week).

iii.) For calendar year 1972, one-half ( $\frac{1}{2}$ ) the annual accrual of Sick Leave days was credited before June 30. The second half was credited on July 1.

(c) ESTABLISHING CASH SEVERANCE PAY

i.) For Day Staff: of a member's total *eligible* Sick Leave days (per Subsections 6.03 (a) and (b) above), he shall receive an immediate cash payment on a one-to-one basis at his for the first

ninety (90) days, and on a one-to-three basis for all days over and above the first ninety (90). Each "day" shall be calculated at twelve (12) hours multiplied by the member's regular hourly rate in effect at the time of retirement. See sample worksheet/chart, next page.

ii.) For those members assigned to Line Duty, effective January 1, 2000: of a member's total *eligible* Sick Leave days (see Subsections 6.03 (a) and (b) above), he shall receive an immediate cash payment on a one-to-one basis for the first forty-five (45) days, and on a one-to-three basis for all days over and above the first forty-five (45). Each "day" shall be calculated at twenty-four (24) hours multiplied by the member's regular hourly rate in effect at the time of retirement. See sample worksheet/chart, next page.

(d) DEFERRING PAYMENT

Retiring members may defer all or part of their terminal pay.

(e) RETIRING WITH LESS THAN 25 YEARS SERVICE

Members 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.

(f) LINE OF DUTY DEATH

In the event that an employee is killed in the line of duty, terminal pay based on years on service will be made to his designated heirs.

(g) NON LINE OF DUTY DEATH

Should a member eligible to retire die before so doing, his designated heirs shall be entitled to the member's terminal leave pay, calculated the same as if the member had retired on PFRS pension, in accordance with Sections 6.02 and 6.03 (a), (b) and (c).

(h) SAMPLE WORKSHEET: CASH SEVERANCE AT RETIREMENT

For illustrative purposes, see sample worksheet (next page), used for calculating a member's combined benefit to be received at retirement, which includes "final year's unused vacation and/or holiday leave" (Section 6.01), "final year sick leave incentive" (Section 6.02), and "Terminal Leave" (Section 6.03).

| Firefighter Name: _____  |   | Days to be credited |
|--|---|---------------------|
| 1 Total, pre July 1, 1972 Sick Days accumulated (1-for-1, no factor is to be applied), time converted to 24-hr work shift = Subtotal (a) | → → → → → →   | Subtotal (a): _____ |
| 2. Total Sick Days Accumulated on or after July 1, 1972  | _____   |                     |
| 3. Less "Final Year Incentive" if eligible (-7.5, 24 hr. days, or, -15.0, 12 hr. days), = Subtotal (b)                                   | - _____ → →   | Subtotal (b): _____ |
| 4. Difference of subtracting line #3 from line #2 :  | = _____   |                     |
| 5. Multiply line #4 subtotal (a) by 70% (factor equates # days to 8-hr, 5 day/week schedule):  | _____ x 70%   |                     |
| 6. Product of multiplying line #4 x #5:  | = _____   |                     |
| 7. Less "1-for-1" days (maximum, if available, is no more than -45, 24 hr. days, or -90, 12-hr days), = Subtotal (c)                     | - _____ → →   | Subtotal (c): _____ |
| 8. Difference of subtracting line #7 from line #6  | = _____   |                     |
| 9. Multiply line #8 by factor of 1/3:  | _____ x 1/3   |                     |
| 10. Product of multiplying line #8 x #9, Subtotal (d):   | = _____ → →   | Subtotal (d): _____ |
| 11. Total # "eligible" days, add lines #1, #3, #7 & #10 (Subtotals a, b, c, & d):  | Subtotals a, b, c, d: → → = _____                               |                     |
|  | x length of work shift (12 or 24): x _____                      |                     |
|  | Total # hours to be paid: _____                                 |                     |
| 12. Total, Terminal Leave Benefit:   | x hourly rate of pay: x _____                                   |                     |
|  | Benefit (including "Final Year" sick leave incentive): \$ _____ |                     |
| 13. Unused Vacation Leave:<br># of 1-for-1 days _____<br>x length of shift (24 or 12) x _____<br>Product: _____<br>x hourly rate x _____ | Unused Vacation Leave + \$ _____                                |                     |
| Total \$, unused Vacation: _____ → →   |   |                     |
| 14. Grand Total Benefit  | = \$ _____  |                     |

## **Article VII. GRIEVANCES AND DISPUTES**

### **Section 7.01 Purpose**

The procedure for adjusting grievances shall provide the employee with full opportunity of presentation of his grievance and for the participation of the RFOA representatives.

### **Section 7.02 Representation**

The negotiating committee shall also serve as the grievance committee.

### **Section 7.03 Procedure**

Should a dispute arise between the CITY, the RFOA 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 (10) 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:

#### (a) STEP A

The appropriate RFOA representatives, the aggrieved party and the Chief of the Department 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 aggrieved party shall have ten (10) days to submit a written statement of the grievance to the Business Administrator for the CITY. For good cause and by mutual consent, the ten (10) day reconciliation period may be extended, if necessary, without penalty.

#### (b) STEP B

The appropriate RFOA representatives, the aggrieved party and the CITY 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 aggrieved party shall have ten (10) days to refer the grievance to Step C. For good cause and by mutual consent, the ten (10) day reconciliation period may be extended, if necessary, without penalty.

#### (c) STEP C

In the event the dispute is not settled in accordance with Step B, the aggrieved party shall submit the matter in dispute to the State of New Jersey Public Employment Relations Commission (PERC) within ten (10) days for assignment of an arbitrator who shall decide the dispute and whose decision shall be final and binding; 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 7.04 Compensation and Expenses for Impartial Hearing**

(a) THE ARBITRATOR

The compensation and expenses, if any, of said Arbitrator shall be borne equally by the CITY and the RFOA.

(b) INDIVIDUAL PARTIES OR THEIR DESIGNEES

The compensation and expenses of each designee of a party shall be borne by the designating party.

**Section 7.05 Release from duty**

In the event the RFOA 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 VIII. MEDICAL BENEFITS**

**Section 8.01 Employee Medical Benefits**

(a) HOSPITALIZATION AND MAJOR MEDICAL INSURANCE

**The City shall provide group health insurance for all active members and their eligible dependents with coverage and benefits to be substantially equal to what has been in effect. Each employee shall contribute to the cost of health benefits the following monthly sums:**

**i.) Effective July 1, 2008 - \$40.00**

**ii.) Effective July 1, 2011 - \$50.00**

(b) PRESCRIPTION DRUG COVERAGE

**The City shall maintain a prescription drug plan for the members which shall be effective, July 1, 2008 a \$5.00 (generic) and \$15.00 (brand name) co-payment provision.**

**Section 8.02 Continuance of Coverage**

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

(a) AUTHORIZATION

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

(b) ELIGIBILITY

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

(c) SIMILAR PRIVATE COVERAGE

That the member is not eligible for significantly similar coverage by virtue of other employment or by virtue of coverage through a family member.

(d) GOVERNMENT COVERAGE

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

(e) COST TO CITY

That in the case of (c) or (d) above, the member shall not enroll for any coverage that requires payment by the CITY.

**Article IX 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 RFOA 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 X. RESPONSIBILITY OF PARTIES**

The CITY and the RFOA on behalf of its members accept responsibility to follow the procedures set forth in this Agreement for the settlement of issues and disputes. The RFOA 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 RFOA 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 RFOA 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 XI. TERMS AND CONDITIONS OF THIS AGREEMENT**

### **Section 11.01 Term of Agreement**

**The term of this Agreement shall commence July 1, 2008 and extend through June 30, 2013.**

### **Section 11.02 Termination, Amendment, Modification**

#### **(a) NOTIFICATION**

Either party wishing to terminate, amend or modify this Agreement after June 30, 2008, must so notify the other party in writing no more than one hundred eighty (180) nor less than one hundred forty (140) days prior to such expiration date.

#### **(b) CONFERENCE**

Within fifteen (15) days of the receipt of the notification by either party, a conference shall be held between the CITY and the RFOA Negotiating Committee for the purpose of considering such termination, amendment or modification of this Agreement.

### **Section 11.03 Continuance, No Modifications**

If neither party serves such written notice of desire or intention to terminate, amend or modify this Agreement on or before the 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.

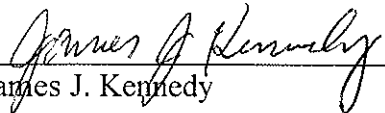
### **Section 11.04 Continuance during Negotiations**

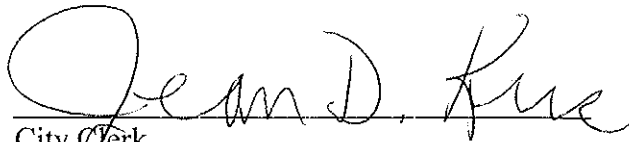
This Agreement shall remain in full force and effect during collective negotiations between parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new Agreement.



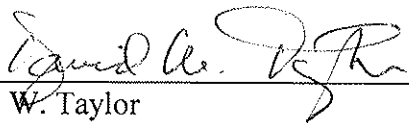
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused these presents to be signed by their proper officers and their seal to be hereto affixed this 15<sup>th</sup> day of December, 2008.

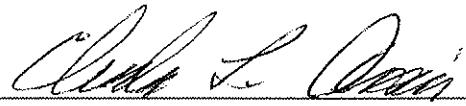
**FOR THE CITY OF RAHWAY:**

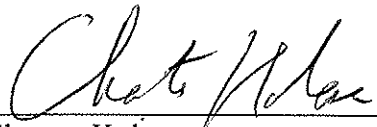
  
\_\_\_\_\_  
James J. Kennedy  
Mayor

  
\_\_\_\_\_  
City Clerk  
Attest

**FOR THE RAHWAY FIRE OFFICERS ASSOCIATION, LOCAL #233**

  
\_\_\_\_\_  
David W. Taylor  
Representative

  
\_\_\_\_\_  
Charles L. Amasio  
Representative

  
\_\_\_\_\_  
Chester Kolesa  
Representative