

3-0734

*Rahway, City of*  
AGREEMENT BY AND BETWEEN THE CITY OF RAHWAY  
AND THE RAHWAY SUPERIOR FIRE OFFICER'S ASSOCIATION

X Jan 1, 1985 - Dec 31, 1986

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 recruitment of employees willing and able to meet those standards by all reasonable means and whereas it is necessary that the salaries, benefits, and working conditions of the Rahway Superior Fire Officer's Association be maintained at standards commensurate with those 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 January, 1985, 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 Superior Fire Officer's Association, hereafter referred to as the RSFOA, which is designed to maintain and promote a harmonious relationship between the City and the RSFOA 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

SECTION 1 RECOGNITION

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

SECTION 2 NEGOTIATIONS

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

## ARTICLE II

### SECTION 1 RSFOA NEGOTIATING COMMITTEE

There shall be a minimum of three (3) members on the Negotiating Committee. These members shall be granted leave from duty with full pay for all meetings between the City and the RSFOA for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which members are scheduled to be on duty and upon notice to the Director of Fire.

## ARTICLE III

### SECTION 1, HOURS OF WORK

(a) Deputy Chiefs assigned to fire suppression duties shall work 42 hours per week. For the duration of this contract, the work schedule shall consist of three consecutive ten (10) hour days on duty, followed by three consecutive calendar days off duty, followed by three consecutive fourteen (14) hour nights on duty, followed again by three consecutive calendar days off duty. The sequence shall then repeat.

(b) The Deputy Chief assigned to the Fire Prevention Bureau shall work forty (40) hours per week as the needs of the Office require.

(c) Deputy Chiefs 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.

### SECTION 2, OVERTIME

(a) Whenever a Deputy Chief 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 time and one-half of his normal hourly rate. This hourly rate shall include the normal longevity rate to which he may be entitled.

(b) Overtime hiring for the position of Deputy Chief, whether as a result of emergency, sickness, or extra duties, shall be done utilizing a one list rotation method that is satisfactory to the City and to the members, and is now in use.

(c) Each member shall receive a minimum of two (2) hours pay at the overtime rate, including longevity if overtime is necessary.

(d) If there are no certified Deputy Chiefs available, and no certified Captains eligible for assignment as Acting Deputy Chief, a Deputy Chief shall be hired. In no instance shall a Rahway Fire Department employee below the rank of Captain serve as an Acting Deputy Chief.

ARTICLE IV

SECTION 1, VACATION

(a) Vacation entitlement shall be based upon the employee's total employment seniority accrued to December 31st. Employees commencing employment with the City on or after the first day of January, but on or before the thirtieth day of June shall be given credit, for the purpose of entitlement with one full year's employment. Employees commencing employment with the City on or after the first of July, but on or before the thirty-first of December of such year shall not, for the purpose of entitlement be credited with any time for such year.

<u>Total Employment Seniority</u>	<u>Vacation Entitlement</u>
Less than one year	One day for each month of employment
One year	Twelve days
More than one year	Twelve days plus one additional day for each additional year of employment up to a maximum of twenty-five days.

(b) Employees full vacation entitlement shall be credited as of January 1 of each year.

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

(d) The vacation period shall be from the first day of January through the thirty-first day of December inclusive.

(e) The Deputy Chiefs shall prepare and submit their vacation schedule to the Director on a date determined by the Director.

(f) Vacation pay will be paid on the pay day prior to the start of the vacation period upon request of the individual employee.

ARTICLE V

SECTION 1 HOLIDAYS

(a) Each Deputy Chief shall receive thirteen (13) paid holidays per year, credited as of the first day of January, and he may elect to work on one or more of these days at his normal straight time rate of pay including longevity and receive payment for the day worked at the established annual salary rate plus longevity, and in addition thereto, payment for the day off which shall also be at the established annual salary rate plus longevity, provided he shall give written notice to the Director of his intention to do so not later than November first of the preceding calendar year.

(b) For the purposes of this article, the following days shall be considered as legal holidays:

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

SECTION 2

In the event a general holiday is declared by the President, Governor, or Mayor during any one year, members shall be entitled to each such holiday in such year only, in addition to those listed in ARTICLE V, SECTION 1.

SECTION 3

There shall be a maximum of thirty-five sell-back days available to the RSFOA. There shall be maximum limit of twelve (12) days that any one Deputy Chief may sell back to the City.

SECTION 4

Payment for holidays sold back to the City shall be made by the City not later than the first pay period of the following calendar year.

SECTION 5

(a) Any Deputy Chief who is entitled to Vacation and/or Holiday leave at the time of his retirement or resignation shall receive one days pay for each day of such leave.

(b) If the Deputy Chief is entitled to Vacation and/or Holiday leave at the time of his death, his spouse, or if there be none, his heirs shall receive compensation on the same basis as that to which the Deputy Chief is entitled at the time of his retirement or resignation.





## ARTICLE VI

### SECTION 1, LEAVE OF ABSENCE

(a) Any Deputy Chief may be granted, with the approval of the Director, leave of absence without pay for a period not exceeding six (6) months in accordance with Civil Service rules provided he shall make such request 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 such reasonable notice of such request shall be required.

### SECTION 2, SPECIAL LEAVE

(a) Any Deputy Chief may be granted special leave with pay by the Director.

### SECTION 3, EXCHANGE OF DUTY

- (a) Any Deputy Chief, with the approval of the Director, may arrange an exchange of duty provided;
- (a) Such exchange does not impose any overtime cost on the City.
  - (b) Such exchange be of equal rank.

### SECTION 4, FUNERAL LEAVE

- (a) Special leave of absence with pay for three (3) days shall be granted to any Deputy Chief in the case of death within his immediate family.
- (b) The term "immediate family" shall include; Spouse, Child, Father, Mother, Brother, Sister, Foster Child, Father-in-law, Mother-in-law and relatives residing in his household.
- (c) One (1) day shall be granted for Grandparents.
- (d) Funeral leave for other than those listed above may be granted by the Director upon appropriate request.
- (e) The special leave period shall commence immediately following the death of such persons. Special leave without pay may be extended at the discretion of the Director.

SECTION 6, SICK LEAVE

(a) Fifteen (15) days of paid sick leave shall be granted each Deputy Chief annually, credited as of the first day of January.

(b) Unused sick leave shall accumulate during the Deputy Chief's tenure with the City.

(c) The City may require a Medical Doctor's certificate from any Deputy Chief at the Deputy's expense, if sick leave is used to fail to report to work for more than two (2) consecutive work days. No other restriction may be palced upon the legitimate use of sick leave.

Entitlement:

One and one-quarter ( $1\frac{1}{4}$ ) days of sick leave during each month of probation.

One and one-quarter ( $1\frac{1}{4}$ ) days of sick leave during each month of the remaining calendar year.

Fifteen (15) days of sick leave per year to and including December 31, 1972.

Seven and one-half ( $7\frac{1}{2}$ ) days of sick leave from January 1, 1972 to and including June 30, 1972.

Seven and one-half ( $7\frac{1}{2}$ ) days of sick leave from July 1, 1972 to and including December 31, 1972.

Fifteen (15) days of sick leave per year from January 1, 1973 hence.

## ARTICLE VII

### SECTION 1, TERMINAL LEAVE

(a) A Deputy Chief retiring after having completed twenty-five years of service in the Rahway Fire Department shall immediately receive cash severance pay on a one-to-one ratio for the first ninety (90) days of accumulated sick leave and on a one-to-three ratio for sick days he may have accumulated over and above the first ninety days, and said compensation shall be granted in one immediate cash payment.

(b) A Deputy Chief not eligible for longevity, (see Art. IX) shall receive cash severance pay on a one-to-one ratio for the first one hundred (120) days of accumulated sick leave and on a one-to-three ratio for sick days he may have accumulated over and above the first one hundred twenty days.

(c) For purposes of cash severance pay known as terminal leave, time earned since July 1, 1972 shall be adjusted so that it equals time earned by a Deputy Chief working eight (8) hour days, five (5) days per week. This means that from July 1, 1972 terminal leave time for the Deputy Chiefs shall be 70% of the days accumulated.

(d) Retiring members may defer all or part of the terminal leave pay to the month of January next succeeding the date of retirement.

(e) A Deputy Chief retiring on pension with less than twenty-five years of service will receive terminal leave pay prorated upon the actual number of years of service completed.

(f) A retiree will be compensated in full for his final year's sick leave if he has not used any chargeable sick leave during the twelve months immediately preceeding the retirement date. If any sick leave has been used, then the retiree will be paid for unused sick time as per Article VII (a), (b), (c).

(g) In the event that a Deputy Chief is killed in the line of duty, terminal leave pay prorated upon the actual number of years of service completed will be paid to the spouse, or if there be none, to the heirs.

(h) Should a Deputy Chief eligible to retire, die before so doing, payment of terminal leave pay prorated upon the actual number of years of service completed will be paid to the spouse, or if there be none, to the heirs.

### SECTION 2, RATE OF PAY

(a) The daily rate of pay upon which the terminal leave pay is to be based will be calculated as follows:

Annual salary plus longevity = hourly rate of pay X 12 hours = daily rate.  
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ARTICLE VIII

SECTION 1. SALARIES

(a) Base salary for all Deputy Chiefs effective January 1, 1985 shall be \$38,275.00 per annum.

(b) Base salary for all Deputy Chiefs effective January 1, 1986 shall be \$40,762.00 per annum.

(c) Provided, that in no event shall the rank differential between the rank of Deputy Chief and Captain be less than twenty (20%) percent in 1986.

ARTICLE IX

SECTION 1, LONGEVITY

(a) All Deputy Chiefs covered by this agreement shall be entitled to and be paid longevity pay, computed as follows, and longevity compensation shall be paid to each Deputy Chief in addition of his salary:

Years Completed	Percentage of Base Salary
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%

(b) 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. Any employee hired after January 1, 1976 will not be eligible for any longevity benefits.

(c) Longevity shall be paid on regular salary, over-time, holiday sell-back and terminal leave compensation.

## ARTICLE X

### GRIEVANCES AND DISPUTES

Grievances shall be made to the Director of the Fire Department and may be appealed to the Mayor or Business Administrator. In the event that any grievance or dispute is not resolved, the City and the Deputy Chiefs may submit the matter to the State Public Employees Relation Commission as per its procedures; provided, however, that the unit or a member of the unit shall have the option of appealing to the Department of Civil Service. By exercising either option, the unit or the member of the unit automatically waives any rights of appeal under the other option.

## ARTICLE XI

### RESPONSIBILITY OF PARTIES

The City and the RSFOA on behalf of its members accept responsibility to follow the procedures set forth in this agreement for the settlement of issues and disputes. The RSFOA 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, 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 RSFOA will not, during the term of this agreement, change any provisions set forth herein except by written agreement between parties provided herein; nor will the City in any manner cause, order, approve, participate in or condone any lockout.



## ARTICLE XII

### SECTION 1, CLOTHING ALLOWANCE

(a) All Deputy Chiefs covered by this agreement shall be entitled to an annual clothing allowance in order to maintain in proper order and appearance the uniform and personal equipment.

(b) The annual clothing allowance will be paid in one lump sum on the first pay period of April.

(c) The annual clothing allowance for 1985 and for 1986 will be \$599.00 per year.

### SECTION 2, MANDATED CHANGES

(a) Any changes in, or additions to the uniform or personal equipment mandated by competent authority shall be paid for by the City, in addition to the annual clothing allowance. Thereafter to be maintained by the Deputy Chief.

### SECTION 3, FINAL YEAR

(a) In the final year of employment the member will receive the annual clothing allowance prorated upon the actual number of months worked in that year.

## ARTICLE XIII

### 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 RSFOA 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 XIV

### HOSPITALIZATION

Hospitalization benefits as paid by the City shall be continued and include retired members on pension as follows:

Retired members benefits is subject to the rules, regulations and provisions of the N.J. Division of Pensions.

Retired member is eligible to enroll for said coverage through the N.J. Division of Pensions and does so enroll.

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

Member is not eligible for government coverage through other programs: e.g. Medicare. In the case of any of the above the member shall not enroll for any coverage that requires payment by the City.

ARTICLE XV

SECTION 1 TERMS AND CONDITIONS

The term of this agreement shall commence January 1, 1985 and extend through December 31, 1986. Either party wishing to terminate, amend or modify such contract must notify the other party in writing not 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 RSFOA negotiating committee for the purpose of considering such amendment, modification or termination.

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

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 upon 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 or recognized representatives.

For the RSFOA

For the City

Charles M. Roberts

Daniel L. Martin

Donald E. H. J.

James R. Sredowsky