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AGREEMENT BY AND BETWEEN
 THE CITY OF RAHWAY, NEW JERSEY
 AND
F.M.B.A. LOCAL #33 OF RAHWAY

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PREAMBLE

WHEREAS, it is in the mutual and continuing interest of the parties to this Agreement to promote the efficiency and morale of the Rahway Fire Department and to maintain its high standards of performance and to provide for the necessary future recruitment of employees willing and able to meet those standards by all reasonable means, and whereas the parties hereto mutually agree that in order to achieve these goals it is necessary that the salaries, benefits and working conditions of the Rahway Fire Department be maintained at standards commensurate with those of Fire Departments serving generally comparable communities in the surrounding area and that the parties to this Agreement work mutually to maintain such standards:

NOW, THEREFORE, for the purposes hereinbefore expressed the parties hereto hereby enter into this Agreement, effective as of the first day of January, 1978, 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, which is designed to maintain and promote a harmonious relationship between the City and such of its employees who are within the provisions of this Agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION AND AREAS OF 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 City 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 adjustment of disputes and grievances, and all other related matters.

Section 3.

a - The City shall deduct from the wages of each employee of the Fire Department on the first pay of each month the following:

Initial dues for new employees who shall become members of the FMBA

Agreement: City & FMBA
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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 \$5.00 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 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.

Section 4.

The City agrees to grant leave from duty with pay, up to a maximum of 12 days per year, to any member elected to State office of the New Jersey State FMBA for the purpose of allowing him to attend to the duties of such office, provided 48 hours notice is given to the Director when such officer is scheduled to be on duty to secure another employee to work in his place, and provided further that such pay be reduced by an amount equivalent to the amount of salary or wages paid to such officer in the New Jersey State FMBA computed on a per diem basis.

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ARTICLE III
MANPOWER

Section 1. Manpower, Duties, and Rights

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

b - A ranking officer shall be in charge of the alarm division and one member per working group shall be assigned for emergency service or repairs. Equitable terms and conditions for those performing alarm work shall be reached by meeting with all personnel interested in performing such work.

c - Members may be assigned mechanic's work under equitable terms and conditions to be reached by meeting with all personnel interested in performing such work.

d - Employees may be required to perform the following duties: serve 24 hours per day in attendance to the communications center at Fire Headquarters; any duties related to public emergency service with the exception of any and all Police law enforcement work; servicing of fire hydrants.

e - Employees shall have the right to inspect their own personnel files in the presence of a City representative.

f - Temporary job transfers shall be made by seniority ^{PRIVILEGE} unless a provable management need exists to do otherwise.

g - Any general reduction of the work force shall be accomplished in reverse order of seniority.

h - Three employees shall be permitted off any shift at any given time, provided that this privilege may be cancelled by the Director of the Fire Department during inclement weather except that a regularly scheduled vacation may not be curtailed or denied by such cancellation.

Section 2. Acting Officers

a - Whenever any member is required to serve as in an acting capacity in a higher classification, such employee for each day of such service shall receive the rate of pay of that classification provided this complies with Civil Service regulations.

b - The officer in charge of each group on each tour shall keep a roster of

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employees on the basis of seniority. Acting officer assignments shall be made from Civil Service lists, in order. If no list, seniority shall be used, taking the senior man on the group, unless a provable management need exists to do otherwise. Wherever possible, group assignments shall be made so as to preserve the opportunity for members to serve as acting officers.

Section 3. Probationary Firemen

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, it 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 the employees of the Fire Department and provided same complies with Civil Service regulations.

Section 4.

A Civil Service list shall be maintained at all times, and if a vacancy occurs in any position it shall be filled within 30 days from the existing Civil Service list.

ARTICLE IV
HOURS OF WORK AND OVERTIME

Section 1. Hours of Work

It is agreed that a 42 hour work week for all employees of the Fire Department who perform fire fighting duties shall be maintained during the term of this Agreement.

Section 2. Overtime

- a - Whenever an employee works in excess of his regularly assigned work week or work schedule, as provided for in Section 1 of Article IV, in addition to any other benefits to which he may be entitled, he shall be paid for such overtime work at time and one-half of the hourly rate which he receives for his regularly assigned duty, except that he shall receive no additional compensation when working for a fellow employee on a special leave pursuant to Article VII, Section 2.
- b - When there is to be hiring on overtime as a result of emergency or

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sickness, said hiring shall be rank-for-rank based on the rank of members reporting-off as a result of emergency or sickness. Officers shall not be deprived of the right to work overtime by the assignment of a lower-ranking member to an acting capacity for the purpose of hiring on overtime in the lower rank.

c - The opportunity to work overtime shall be made available to employees utilizing a one list rotation method that is satisfactory to the City and the FMBA. Whenever overtime is required for any reason, it shall be rotated among employees from the 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.

d - Each employee shall be given a minimum of two hours work at ^{TIME AND}~~straight~~ ^{ONE-HALF THE} hourly rate if called back to work after completion of his regular tour of duty.

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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 15 working days vacation. Employees who have completed five years of service on the 31st day of December shall be granted 17 working days vacation in the sixth year. Employees who have completed ten years of service on the 31st day of December shall be granted 19 working days vacation in the eleventh year. Employees who have completed fifteen years of service on the 31st day of December shall be granted 21 working days vacation in the sixteenth year. Employees who have completed twenty years of service on the 31st day of December shall be granted 23 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 25 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,

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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 on the basis for determining preference of vacation weeks.
- c - During vacation periods it shall be permitted to have two officers off duty from any shift if necessary to preserve seniority order of vacation selection.
- d - If no employee of a group is on vacation during any week and an employee of such group desires to 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 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 and may elect to work on one or more of those days at straight time rates provided he shall give written notice to the Director of his intention to do so not later than November 1st of the preceding calendar year and receive payment for the day worked at the established annual salary rate, and, in addition thereto, payment for the day off which shall also be at the established annual salary rate. For purposes of scheduling, this sell-back of holidays shall be taken to mean that vacation days may also be sold back by employees to the City.

Section 2.

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

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

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Section 3. Declaration of Holidays

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 VI, Section 2; 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 also be at the established annual salary rate.

Section 4.

There shall be a maximum limit of 12 to the number of days that an employee may sell back to the City.

ARTICLE VII
LEAVE OF ABSENCE

Section 1. Leave Without Pay

Any employee may be granted, with the approval of the Director, leave without pay for a period not exceeding six months in accordance with Civil Service rules provided he shall make such request of the officer in charge at least twenty-four hours in advance of the date or dates for which such leave is desired except in the event of an emergency only reasonable notice for such request shall be required.

Section 2. Special Leave

Any employee may, with the approval of the 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 expense 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.

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- b - The term "immediate family" shall include only father, mother, father-in-law, mother-in-law, 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. Funeral leave may include the day after the funeral, provided that in no case shall more than three work days off be granted.

Section 4. Sick Leave

- a - Number of Days. An employee is entitled to one day's sick leave pay for each month of service in the Fire Department after completion of the probationary period from the date of appointment to December 31st 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 with the Fire Department.
- c - Use of Sick Leave. The City may require a medical doctor's certificate from any employee, at the employee's expense, if an employee uses sick time to fail to report to work for more than two consecutive ^{work} days. No other restrictions may be placed on the use of sick time.
- d - Use of Sick Leave or Vacation in Lieu of Workmen's Compensation. When an employee becomes disabled by reason of injury on the job or suffers recurrence of disability arising out of and in the course of employment with the City, compensable under the Workmen's Compensation Law, the employee may elect to use accrued sick leave and/or vacation credits in lieu of Workmen's Compensation if he so requests in writing.

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Section 5. Terminal Leave

- a - An employee retiring after having completed twenty-five years of service in the Fire Department (including military leave and leave without pay) shall immediately receive cash severance pay on a one-to-one ratio for the first 90 sick days that he may have accumulated and on a one-to-three ratio for sick days he may have accumulated over and above the first 90 days and the said compensation shall be granted in one immediate cash payment.
- b - For purposes of cash severance pay known as terminal leave, time earned since July 1st, 1972 shall be adjusted so that it equates to time earned by employees working 8 hour days 5 days per week. This means that from July 1st, 1972, terminal leave time for the FMBA will be 70% of days

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accumulated. For example, a Fire Fighter who is retiring had accumulated 250 days up until July 1st, 1972 and has earned vacation days, holidays and accumulated sick days totalling 50 days from July 1st, 1972 until the time of retirement. The Fire Fighter's terminal leave would be computed by taking 70% of 50 days, which is 35 days, adding it to the 250 days accumulated prior to July 1st, 1972, which would equal 285 days, then paying him one day's pay for the first 90 days and one day's pay for each three days above and beyond ninety. In this example the Fire Fighter would thus receive 155 days pay as cash severance pay. For purposes of computation it shall be considered that all employees have earned 7.5 sick days from July 1st, 1972 to December 30th, 1972.

- c - For employees who work eight hours per day, five days per week, time earned working such steady days shall not be pro-rated for terminal pay as set forth in paragraph "b" above.
- d - Retiring members may defer their terminal pay to January 1st of the year following retirement, if it is legal to do so.

ARTICLE VIII

SALARIES

- 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 - For members except Fire Fighters hired between June 30th, 1975 and January 1st, 1976, salaries shall be as follows:

Effective January 1st, 1978 -

Fire Fighter (1st year)	\$12,623.
Fire Fighter (after 1 year)	13,222.
Fire Fighter (after 2 years)	13,851.
Fire Fighter (after 3 years)	15,775.
Captain	18,094.
Deputy Chief	20,803.

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Effective July 1st, 1978 -

Fire Fighter (1st year)	\$12,923.
Fire Fighter (after 1 year)	13,522.
Fire Fighter (after 2 years)	14,151.
Fire Fighter (after 3 years)	16,075.
Captain	18,394.
Deputy Chief	20,803.

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Effective January 1st, 1979 -

There shall be a general pay increase equal to the increase in the cost of living for the preceding year. For purposes of this

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Agreement, cost of living figures shall be as determined by past practice by the New Jersey Department of Labor for this area. The COL increase shall be determined by using figures from December, 1977 and December, 1978.

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- c - For Fire Fighters hired between June 30th, 1975 and January 1st, 1976 the salary effective January 1st, 1978 shall be \$^{15,206}~~14,625~~ and the salary effective July 1st, 1978 shall be \$^{15,506}~~14,925~~ and the salary effective January 1st, 1979 shall be the same as that of all other fourth year Fire Fighters.
- d - Rank differential of 15% shall be maintained as of January 1st, 1979.
- e - To receive credit for a year's service, an employee must be hired prior to July 1st of the given year.

ARTICLE IX

LONGEVITY

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

<u>Years Completed</u>	<u>Percentage of Base Salary</u>
Upon completion of four years	2 percent of base salary
Upon completion of eight years	4 percent of base salary
Upon completion of twelve years	6 percent of base salary
Upon completion of sixteen years	8 percent of base salary
Upon completion of twenty years	10 percent of base salary
Upon completion of twenty-five years	12 percent of base salary

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 1st, 1976 will not be eligible for any longevity benefits.

ARTICLE X

SENIORITY

Seniority shall consist of the uninterrupted length of accumulated service of each employee in the Fire Department. An employee's length of service shall not be reduced by the time lost due to sick or injury leave or authorized leave of absence.

ARTICLE XI

GRIEVANCE PROCEDURE

The procedure for adjusting grievances shall provide the employee with

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full opportunity of presentation of his grievance and for the participation of the FMBA representatives. Should a dispute arise between the City, the FMBA and any employee as to the meaning, application or operation of any provision of this agreement, such dispute or difference shall be presented by any one of the parties within no more than ten days from the time the same arose, and be settled in the manner prescribed herein. The procedure hereby established, unless by mutual consent changed or waived in part or entirely, shall be as follows:

STEP A. The appropriate FMBA representatives, the aggrieved party and the 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 for automatic referral to STEP B.

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

STEP C. In the event the dispute is not settle in accordance with STEP B, the City and the FMBA shall submit the matter in dispute to the State Public Employment Relations Commission for assignment of an arbitrator who shall decide the dispute and whose decision shall be final and binding; provided, however, the aggrieved employee shall have the option 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.
- 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

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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 purpose of posting of notices concerning FMBA business and activities.

ARTICLE XIV
CLOTHING ALLOWANCE

Section 1.

All employees of the Fire Department covered by this Agreement shall be entitled to an annual clothing allowance, payable in one lump sum in the first pay period of April of each year as follows:

For the year 1978	\$250.
For the year 1979	350.

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, 1970.

Section 4.

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

ARTICLE XV
EDUCATION

The City agrees to provide \$1,500. annually for outside schooling

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reimbursement for fire science courses and fire degree programs. On a pro-rata basis, full share reimbursement shall be made for fire science courses and half-share reimbursement for non-fire courses that are part of a fire degree program. No one shall be denied the right to take such courses, provided that his work tour covered.

ARTICLE XVI
RETENTION OF BENEFITS

The City agrees that all benefits, terms and conditions of employment not covered by this Agreement and relating to the status of members of the FMBA shall be maintained at not less than the highest standards in effect at the time of commencement of collective negotiations leading to the execution of this Agreement.

ARTICLE XVII
TERM AND CONDITIONS OF THIS AGREEMENT

Section 1.

The term of this Agreement shall commence January 1st, 1978 and extend through December 31st, 1979. Either party wishing to terminate, amend or modify such contract must so notify the other party in writing no more than one hundred eighty 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 considering such amendment, modification or termination.

Section 2.

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

Section 3.

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

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper officers and

