

AGREEMENT  
BY AND BETWEEN  
THE CITY OF RAHWAY  
AND  
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
LOCAL UNION NO. 469

January 1, 2022, through December 31, 2024

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**PREAMBLE**

This is an Agreement, hereinafter referred to as the “Agreement” or “contract,” by and between the City of Rahway, New Jersey, hereinafter referred to as the “Employer” or the “City,” and the International Brotherhood of Teamsters, hereinafter referred to as “Teamster Local Union No. 469” or the “Union.”

**ARTICLE I**  
**RECOGNITION**

1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees covered by this Agreement, in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits and other terms and conditions of employment.

2. The provisions of this Agreement shall apply to all accretions to the bargaining unit, including but not limited to, new job classifications or groups of employees not presently provided for, newly established, or acquired facilities and/or consolidation of facilities.

3. Excluded from the bargaining unit are all professional, watchmen, guards, office clericals and other employees excluded under the Public Employment Relations Act. Included are all employees of the City of Rahway Department of Public Works and Sanitation Division.

**ARTICLE II**  
**SUPERVISORY & OTHER EXCLUDED PERSONNEL**

At no time will any excluded employee or employees with supervisory authority be permitted to perform any work covered by this Agreement. However, this provision shall not restrict the Employer from making temporary work assignments for the purpose of training or for temporary emergency needs, but this provision shall not be used by the Employer to circumvent the terms of this Agreement or deny employees the opportunity to earn wages.

**ARTICLE III**  
**TRANSFER OF TITLE OR INTEREST**

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assignees.



**ARTICLE IV**  
**DUES CHECK-OFF**

1. The Employer agrees to deduct the initiation fee and/or dues from the wages of each Employee who is a member of the Union and to forthwith remit the same to the Union office.

2. The Union agrees to file a dues deduction authorization form with the Employer for each Employee prior to such deductions.

3. The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Union to the City.

**ARTICLE V**  
**MANAGEMENT'S RIGHTS**

Except to the extent expressly modified by a provision of applicable law and/or a provision of this contract, the City of Rahway reserves and retains, solely and exclusively, all of its statutory and common law rights to manage the operation of the Department of the City of Rahway, as such rights existed prior to this or any other agreement with the Union.

The sole and exclusive rights of the City of Rahway shall include, but are not limited to, its right to determine the existence or non-existence of needs or facts which are the basis for the existence or structure of any Department; rights to management decisions, establishing or continuing policies, practices or procedures for the conduct of any Department and their services to the citizens of Rahway, and from time to time, to change or abolish such practices or procedures; to comply with the public's "right to know" and establish accountability methods, such as electronic or mechanical time-worked recording devices, as the efficient governing of the City and the aforesaid compliance require; its right to determine, and from time to time, predetermine the number, locations and types of its officers and employees or to discontinue any performance by officers or employees of the City of Rahway; to determine the number of hours per day or week any operation of any Department may be carried on; to select and determine the number and types of employees required; to assign such work to such employees in accordance with the requirements determined by the Departments and City management authorities; to establish training programs and upgrading requirements for employees; to establish and change work schedules and assignments; to transfer, promote or demote employees for just cause, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to determine the facts of lack of work; to establish, continue, alter and enforce

reasonable work rules; take action to maintain discipline; to suspend, discharge or otherwise discipline employees for just cause; and to otherwise take such measures as may be determined as necessary for the orderly and efficient and effective operation of City Departments and City government in general, and for the public health, safety and welfare, provided that nothing herein shall prevent the Shop Steward or Local Union Representative from presenting a grievance for an alleged violation of any specific Article or term of this Agreement.

**ARTICLE VI**  
**INSPECTION PRIVILEGES**

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purposes of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Employer's working schedule.

**ARTICLE VII**  
**SHOP STEWARDS**

1. The Employer recognizes the right of the Union to designate one (1) Shop Steward and one (1) Alternate, each for the Division of Public Works and the Sanitation Division.

2. The authority of the Shop Steward and the Alternate, so designated by the Union, shall be limited to, and shall not exceed the following duties and activities:

a. The investigation and presentation of grievances in accordance with the provisions of the collective negotiations agreement;

b. The collection of dues when authorized by appropriate union action;

c. The transmission of messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information:

1. Have been reduced to writing, or;

2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

3. The Shop Steward and Alternate have no authority to order or implement any strike action, or any other job action interrupting the Employer's business.

4. The Employer recognizes these limitations upon the authority of the Shop Steward and Alternate and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward or Alternate has taken

unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

5. The Steward shall be permitted a reasonable amount of time to investigate, present and process grievances on or off the property of the Employer without loss of time or pay. Such time spent in handling grievances shall be during regular working hours, and after receiving approval from the immediate superior, which approval shall not be unreasonably withheld, and such hour shall be considered working hours in computing daily and/or weekly overtime.

6. The Union shall notify the City, in writing, as to the names of the Shop Steward and Alternate and any changes as they occur. Upon written notification to the City, the Shop

Steward or Alternate may be given leave, with pay, to attend Union seminars, educational functions or conventions, not to exceed a total of six (6) days in any one (1) year. Such time off as described herein is not to exceed one (1) event, of no more than three (3) days in duration, in any calendar year. To receive leave under this section the Shop Steward and/or Alternate must provide the Director of Public Works or his designee with written notification of his intent to take such leave at least five (5) working days before the date said leave is to commence.

7. Workplace Democracy Enhancement Act (WDEA).

a. In accordance with the Workplace Democracy Enhancement Act (WDEA), the City shall provide exclusive representative employee organizations access to members of the negotiation units. Access includes, but is not limited to, the following:

1. The right to meet with individual employees on the premises of the public employer during the workday to investigate and discuss grievances,

workplace-related complaints, and other workplace issues;

2. The right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of an exclusive representative employee organization, and internal union matters involving the governance or business of the exclusive representative employee organization.

b. In accordance with the WDEA, the City shall, within 10 days of hiring a new negotiations unit employee, the employer must provide Local 469 with the name, job title, worksite location, date of hire, home address, work telephone number and any personal e-mail address and home and mobile phone numbers that the employer has on file. Each January 1, May 1 and September 1 of each calendar year, the employer shall provide to Local 469 this information for all negotiations unit employees.

c. In accordance with the WDEA, an officer of the Union shall be given an opportunity to orient new employees within regular working hours, without loss of pay, at a time mutually agreed upon and a duration mutually agreed upon for the purpose of acquainting new employees with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union in accordance with N.J.S.A. 34:13A-5.13(b)(3).

d. In accordance with the WDEA, the Local Officers of 469 shall be granted the right to use the public employer email systems to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complains and issues,

and internal union matters involving the governance or business of the union.

e. In accordance with the WDEA, Local 469 Officers shall have the right to use employer's building to conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with governmental operations. Meetings conducted in government buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. Local 469 may be charged for maintenance, security and other costs related to the use of the government building or facility that would not otherwise be incurred by the City.

f. In accordance with the WDEA, and except as prescribed by N.J.S.A. 34:13A-5.14(c), the union shall defend, indemnify and hold the Employer harmless against any and all claims, demands, suits, damages, liabilities, penalties, costs (including attorneys' fees, costs) and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The union shall intervene in and defend, any administrative or court litigation concerning this provision. In any and such litigation, the Employer shall have no obligation to defend this provision but shall co-operate with the Union in its defense of this provision.



**ARTICLE VIII**  
**GRIEVANCE PROCEDURES**

1. A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties, hereto, relating to any matter of wages, hours and working conditions or any dispute between the parties involving the interpretation or application of any provision of this Agreement.

2. An aggrieved employee shall present his grievance, in writing, to the Employer within twenty (20) days of its occurrence or such grievance shall be deemed waived.

3. In the event of such grievance, the steps hereafter set forth shall be followed:

Step 1 - The employee and the Steward, or the employee individually, but in the presence of a Steward, shall take up the complaint with the immediate supervisor. In the event the complaint is not satisfactorily settled within five (5) working days, the Steward or Local Union Representative may forward the grievance to the next procedure.

Step 2 - The Steward will discuss the grievance with the head of the department involved. In the event the grievance is not satisfactorily adjusted within five (5) working days, the grievance may be appealed at the next step by the Steward or Local Union Representative. If the Union fails to file an appeal, the grievance shall be deemed waived.

Step 3 - The Union representative and the Employer representative or any such designated person shall meet to discuss the grievance within ten (10) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within seven (7) working days, the grievance may be taken to arbitration by either party, upon notice to the other party.

4. If at any time the aggrieved employee appeals his grievance before the N.J. Civil Service Commission, then from that point in time, the grievance and arbitration procedure can

no longer be utilized to adjust the subject grievance.

5. If the City fails to abide by the timelines set forth in Step 3, then the Union may file for arbitration within thirty (30) days.

6. A grievance may be taken to arbitration by the Local Union Representative only.

**ARTICLE IX**  
**ARBITRATION**

In the event the City's decision regarding a grievance is unsatisfactory, the Local Union Representative may petition the New Jersey Public Employment Relations Commission ("PERC") to arbitrate the grievance. All decisions of a PERC-appointed arbitrator will be final and binding upon the City and the Union. The expenses of the arbitration shall be borne equally by the parties to this agreement. The arbitrator shall not have the power to, in any way, add to, delete from, or modify this Agreement.

**ARTICLE X**  
**NO STRIKE - NO LOCKOUT**

Both parties agree to settle any differences through the grievance and arbitration procedure; therefore, the Union agrees that it will not call a strike or any other action interrupting the Employer's business, and the City agrees that it will not lock out its employees during the term of this Agreement.

**ARTICLE XI**  
**SEPARATION FROM EMPLOYMENT**

Upon resignation (except retirement or termination for cause) the City will pay an employee their accrued but unused vacation, compensation, and personal time on a prorated basis due to the employee. If an employee works until July 1<sup>st</sup> of the year in which he retires, the employee will be paid for a full year's allocation of unused vacation, compensatory, and personal time. The employee shall return all uniforms, equipment and manuals issued by the City. Failure to do so will result in a monetary adjustment to the pay due the employee.

**ARTICLE XII**  
**DISCHARGE OR SUSPENSION**

1. The Employer shall not discharge or suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the Employer must immediately notify the employee, in writing, of his discharge or suspension and the reason, therefore. Such written notice shall also be given to the Shop Steward, and a copy mailed to the Union office within one (1) working day from the time of the discharge or suspension.

2. In respect to discharge or suspension, the Employer must give at least one (1) warning notice of the specific complaint against such employee, in writing, when it is practicable to do so, and a copy of the same to the Union and the Shop Steward. The warning notice, as herein provided, shall not remain in effect for a period of more than six (6) months from the date of the occurrence upon which the complaint and warning notice are based.

3. Notice of appeal from discharge or suspension must be made to the Employer, in writing, within ten (10) days from the date of discharge and/or suspension.

4. Should it be proven that an injustice has been done to a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance machinery as herein set forth.

**ARTICLE XIII**  
**UNION BULLETIN BOARD**

The Employer agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

**ARTICLE XIV**  
**NON-DISCRIMINATION**

Neither the Employer nor the union will discriminate against any employee, or those seeking employment, because of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership or civil union states, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service for military service, and mental or physical disability, perceive disability, and AIDS and HIV status, nor because of membership or non-membership in any church society or fraternity.



**ARTICLE XV**  
**WORK ASSIGNMENTS**

1. The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require its employees or persons other than the employees in the bargaining unit involved to perform work which is recognized as the work of the employees in said unit.

2. The Employer agrees not to direct or require an employee to perform any work other than the work prescribed of the individual employee's classification, unless otherwise specifically provided for in this Agreement; however, this provision shall not restrict the Employer from meeting temporary emergency needs, but this provision shall not be used by the Employer to circumvent the terms of this Agreement or to deny employees the opportunity to earn wages.

**ARTICLE XVI**  
**SUBCONTRACTING**

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person or non-unit employees for the purpose of eliminating jobs or replacing employees in the bargaining unit.

**ARTICLE XVII**  
**NOTIFICATION TO THE UNION**

1. The Employer will notify the Union, in writing, of all promotions, demotions, transfers, suspensions and discharges. The employer will notify the Union, in writing, prior to layoff according to Civil Service regulations.

2. The Employer will provide the Union with an updated list of covered employees, showing names, address, classification, and social security number.

3. The Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur.

**ARTICLE XVIII**  
**PROBATIONARY PERIOD**

All newly hired permanent employees shall serve a probationary period of ninety (90) calendar days. During this probationary period, the Employer reserves the right to terminate a probationary employee for any reason. A probationary employee's termination shall not be subject to or covered by the grievance and arbitration provisions of this Agreement.

All employees hired on or after the effective date of this Agreement shall be in the process of obtaining a commercial driver's license during their probationary period. However, all such employees shall obtain a commercial driver's license before the end of their first (1<sup>st</sup>) year of employment with the City or will be subject to discipline up to and including termination.

**ARTICLE XIX**  
**SENIORITY**

1. Seniority shall mean a total of all periods of permanent employment within the department covered by this Agreement.

2. An employee shall lose seniority rights for any one of the following reasons:

- a. Voluntary resignation;
- b. Discharge for just cause;
- c. Failure to report to work for five (5) working days (the Employer may require substantiating proof of illness or accident).

**ARTICLE XX**  
**LAYOFFS & RECALL**

1. The Employer may reduce the work force pursuant to N.J. Civil Service Commission Rules and Regulations, specifically N.J.A.C. 4A:8-1.1, et seq. A laid-off employee shall have preference for reemployment pursuant to N.J.A.C. 4A:8-2.3. The Employer may reduce the working force, only due to lack of work. When the Employer reduces the working force, the employee in the classification affected by the layoff, who has the least departmental seniority, shall be laid off first, provided the remaining employees, within that classification, have the experience, skill and ability to perform the remaining work, without training.

a. All layoffs should be in accordance with any approved seniority rights, provided by existing statutes.

b. Notice of such layoffs will be given at least forty-five (45) days before the scheduled layoff.

c. All laid off employees shall have recall rights in accordance with the Civil Service statute and regulations.

d. The Employer shall rehire laid off employees in the order of greatest employment seniority, in accordance with rehiring provisions and any approved seniority rights, provided by existing statutes. Under no circumstances, whatsoever, shall the Employer hire from the open labor market while any employee has an unexpired term of preference for re-employment, who is ready, willing, qualified, and able to be re-employed.

e. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.

f. Any laid off employee who does not respond in the affirmative to that recall notice within seven (7) days of the date that notice was mailed to his/her last known address, waives their right to re-call and re-employment. The term "last known address" as used in this Article shall mean the most recent address contained in the employee's personnel file. Each employee has the obligation of notifying the Director of the Department, in writing, of any change in his/her address.

**ARTICLE XXI**  
**PROMOTIONS AND TRANSFERS**

1. The bargaining unit shall be composed of promotional units by department.
2. Promotion is hereby defined as a move from a lower pay grade to a higher pay grade. It is the intention of the Employer to fill job vacancies from within the bargaining unit, before hiring new employees, provided employees are available with the necessary qualifications to fill the vacant position.
3. Notice of all job vacancies shall be posted on the bulletin boards. This notice shall remain on the bulletin board for eleven (11) working days and will include job title, pay grade and a brief description of job duties, including qualifications and necessary skills. Only those employees who submit an application during the eleven (11) days will be considered for the job and will be permitted to file a grievance against the final selection.
4. Unless existing statutes give specific preference otherwise, vacancies shall first be offered to the most senior qualified employee who bids from the next lower pay grade classification within the promotional unit in which the vacancy exists, and who has the skills, ability, and qualifications to perform the job duties. Promotions to the positions of Supervisor and Assistant Supervisor shall be open to employees in the four-salary range under said positions.
5. The successful bidder shall receive a trial period of ninety (90) days in his new position. Such an employee shall be compensated at the rate of pay of his new classification.
6. If the employee fails to successfully meet these requirements within the probationary period, he shall be returned to his former classification and shall assume seniority and pay as though he had never left his old classification.



7. In order to be considered for promotion, all applicants must provide the Director of Public Works with a copy of the application and all related documentation prior to mailing same to the N.J. Civil Service Commission.

**ARTICLE XXII**  
**JOB CLASSIFICATION SHEETS**

1. The Employer will prepare, and make available to the Union, job classification sheets, defining the principal functions of each job classification covered by this Agreement, and any new classifications coming under this Agreement.

2. At least thirty (30) days before putting a new classification into effect, the Employer shall give the Union a job classification sheet for discussion and for the purpose of negotiating a rate.

**ARTICLE XXIII**  
**HOURS OF WORK**

1. The regular workweek shall be Monday through Friday. The Employer shall schedule employees for hours of work as follows:

a. With respect to the Street Division, the workday shall commence at 7:00 a.m. and end at 3:00 p.m. The workday shall consist of an eight-hour day including a paid half (½) hour lunch break and a paid fifteen (15) minute on-site break.

b. With respect to the Public Works Department City Hall workers, the workday shall commence at 8:00 a.m. and end at 4:30 p.m. The workday shall consist of an eight-hour day including a paid one (1) hour lunch break and a paid fifteen (15) minute on-site break.

c. With respect to the Sanitation Division, the workday shall commence at 6:00 a.m. and end at 2:00 p.m. The workday shall consist of an eight-hour day including a paid half (½) hour lunch break and a paid fifteen (15) minute on-site break.

2. Call in Time:

a. Sickness

(1) If an employee is sick, he/she must notify the City one-half (½) hour before their respective starting time in order to receive any unused sick pay he/she is entitled to.

(2) If an employee calls in after his/her respective starting time, he/she will receive no compensation for that day, regardless of any sick leave that employee may have accumulated.

b. Lateness:

(1) If an employee is to be late, that employee is to make every effort, within reason, to call in before his/her respective starting time of 6:00 a.m., 7:00 a.m. or 8:00 a.m. so that work crews may be formed in that employee's absence.

(2) If an employee calls in before his/her respective starting time and will be no more than thirty (30) minutes late, there will be no docking. This, however, is not to be the habitual conduct of an employee.

(3) If an employee will be over one-half ( $\frac{1}{2}$ ) hour late, he/she shall report in at 12:00 noon, or after the end of the lunch break.

(4) If an employee calls in after his/her respective starting, he/she may lose a minimum of one-half ( $\frac{1}{2}$ ) day's pay or a maximum of one (1) full day's pay.

3. Sick leave will be administered pursuant to Article XXXI.

4. The Employer agrees not to require any employee to take time off to compensate for overtime worked. An employee shall have the option to request compensatory time off in lieu of receiving premium pay for overtime hours worked, such compensatory time to be computed at the appropriate premium pay hourly rate to determine time off, and shall require the consent of the Employer.

**ARTICLE XXIV**  
**RATE OF PAY**

Employees shall be classified in accordance with skills used and shall be paid not less than the minimum for such classification. The parties, hereby agree that the classifications and salary ranges, as set forth in the City's Salary Ordinance as adopted, are proper, except for pay raise as herein. The parties hereby agree that the classification of employees in effect at the time of the signing of this Agreement is proper.

All salaries shall be administered in accordance with the salary scheduled referenced in Schedule A.

**ARTICLE XXIV (A)**  
**ON CALL**

1. The Employer may put on call any employee in the Sanitation Division and Public Works Division. On call employees in the sanitation Division and Division of Public Works shall have, one (1) Supervisor, one (1) Sewer Worker and one (1) Mechanic shall be on call at all times. The Sewer Department And Traffic Maintenance Department shall each have their own separate seniority rotation lists and follow the staffing as above. Being on call is defined as being restricted by the employer from traveling more than a certain distance from the work site after work hours, as prescribed by the employer; being required to be available to communications, as prescribed by the Employer; and being required to report for work at the request of the Employer. In order to be assigned on-call duty, the employee must be within thirty (30) minutes of responding to the call. Any arrangements an employee makes to be within thirty (30) minutes, so as to be available for on-call duty, shall be the sole responsibility of the employee and is not required to be facilitated by the Employer. Any employee assigned on-call duty who fails to respond to a call within thirty (30) minutes must demonstrate that their delay was justifiable, or shall be removed from on-call duty. The determination regarding any such justifiable delay shall be made by the Director of Public Works.

2. Employees assigned to on-call duty by the City shall be on call twenty-four (24) hours per day, seven (7) days per week, and shall be compensated at a rate of two hundred dollars (\$200.00) per week.

3. On Call Rotation: On call duty shall be assigned on a rotation based on seniority. Any employee who is assigned on call duty, or refuses an on-call assignment, shall then move to

the bottom of the rotation list. The City agrees that when a sufficient number of employees qualified to do the applicable work are available, it shall schedule four (4) employees, instead of three (3), to be on call. The Union recognizes the City's right to place any category of employees, including maintenance, on call.

**ARTICLE XXIV (B)**  
**CALLBACK**

Each employee shall be given a minimum of two (2) hours work, at applicable hourly rates, as per this Agreement, if called back to work after completion of his regular tour of duty.



**ARTICLE XXV**  
**WORKING AT DIFFERENT RATES**

1. An employee assigned to a classification with a higher rate of pay shall be paid the higher rate of pay for a minimum of four (4) hours for the first four (4) hours worked in that classification, and for a full day where he works in excess of four (4) hours in that classification in one (1) day.

2. Assignments under this provision shall be made by following, in order, the applicable N.J. Civil Service Commission promotional list; if no such list is in effect, then such assignments shall be made in order by seniority of employees in the next lower grade to the vacancy. These provisions are to be followed by the Employer at all times unless a demonstrable reason exists for skipping an eligible employee.

3. Any employee working overtime in an upgrade shall be paid overtime based on the rate for the upgraded title.

**ARTICLE XXVI**  
**PREMIUM PAY**

1. Premium pay shall be defined as time and a half.
2. Employer agrees to pay premium wages, in accordance with the following rules, when employees are required by the Employer to work overtime.
  - a. All hours spent in the service of the Employer in excess of eight (8) hours in any twenty-four (24) hour period;
  - b. All hours spent in the service of the Employer on any Saturday.
  - c. If an employee is required to work continuous overtime that connects two (2) regularly scheduled shifts, all hours spent working that second regularly scheduled shift shall be paid at the overtime rate.
3. Two (2) times the straight time hourly rate of pay shall be paid for all time spent in the service of the Employer on any Sunday or holiday.
4. Overtime work, including emergency work, shall be rotated by seniority.
5. All overtime performed by employees in the upgraded position shall be paid at the rate of the upgrade.

**ARTICLE XXVII**  
**PAYDAY**

1. Employees will be paid all earnings on a bimonthly basis (on the 13<sup>th</sup> and 27<sup>th</sup> of each month). Employees shall enroll in direct deposit of their paychecks. Employees will be paid during working hours. When the pay day falls on a weekend or holiday, then the preceding day will be pay day.

2. All employees shall be paid based on an hourly rate.

3. The City shall provide additional payment if requested by the employee within two (2) business days of receiving their pay check if through no fault of the employee their pay was short \$250 or 20% of their total net pay in a pay period.

**ARTICLE XXVIII**  
**LONGEVITY**

No longer applicable to any employees in this Union.

**ARTICLE XXIX**  
**HOLIDAYS**

1. The Employer agrees to pay each employee one day's pay, without working, for each of the following holidays:

New Year's Day	Veterans' Day
Presidents' Day	General Election Day
Martin Luther King, Jr. Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Juneteenth	
Independence Day	Christmas Day
Labor Day	New Year's Eve
Columbus Day	

plus any holiday declared by either the President, the Governor or the Mayor.

For the purpose of clarification, it is understood that Christmas Eve and New Year's Eve are holidays if it occurs on a Monday, Tuesday, Wednesday or Thursday, but not if it occurs on a Friday, Saturday or Sunday. Juneteenth is to be celebrated on the 3<sup>rd</sup> Friday of June of every calendar year. Sanitation Division employees shall have a choice of selecting a floating holiday or double-time compensation for time worked on all holidays for the sanitation division.

2. Any holiday which falls on Saturday shall be celebrated on the preceding Friday.
3. Any holiday which falls on Sunday shall be celebrated on the following Monday.
4. Floating holidays shall be granted to those employees of the Sanitation Division for time worked on the following holidays: Presidents' Day, Good Friday, Columbus Day,

Veterans' Day, General Election Day, Day after Thanksgiving Day, Christmas Eve Day and New Year's Eve Day. Sanitation Division employees may elect to receive four (4) hours pay for New Year's Eve in lieu of a floating holiday.

**ARTICLE XXIX (A)**  
**PERSONAL DAYS**

1. Employees shall also be entitled to three (3) personal days off from work in any given year. Employees are required to give a minimum of one (1) days' notice prior to the use of any personal day. The use of personal days shall be permitted only when it is not necessary to replace on overtime the employees wishing to utilize a personal day. Employees hired after January 1, 2013, shall receive two (2) personal days.

2. An employee shall not be entitled to personal days, as per Section 1, until one (1) year's seniority has been accrued, said seniority to be based on the formula utilized in Article **XXX**, Section 1.

3. Employees shall be permitted to use personal days in one half ( $\frac{1}{2}$ ) day allotments to the extent such use does not interfere with scheduling and minimum manning concerns.

4. The City shall issue a clear, written policy on the use of personal days, which is consistent with the language of the contract, in order to ensure consistent enforcement of the contract.

**ARTICLE XXX**  
**VACATIONS**

1. Vacation entitlement shall be based on the employee's total employment seniority accrued to December 31<sup>st</sup>. Employees commencing employment with the City of Rahway on or after the first (1<sup>st</sup>) day of January, but on or before the thirtieth (30<sup>th</sup>) day of June of any year, shall be given credit, for the purpose of vacation entitlement, with one (1) full year's employment. Employees commencing employment with the City of Rahway on or after the first (1<sup>st</sup>) day of July of such year but on or before the thirty-first (31<sup>st</sup>) day of December of such year, shall not, for the purpose of vacation, be credited with any time for such year. Employees hired after January 1, 2013, shall receive a maximum of twenty (20) vacation days.

2. Effective January 1, 2019, vacation time shall be prorated only during the first and last year of employment. If an employee works until July 1<sup>st</sup> of the year in which he retires, the employee will be paid for a full year's allocation of unused vacation.

3. Vacation pay shall be based on one day's pay straight time pay for the employee's classification for each day of vacation.

4.

<u>Total Employment Seniority</u>	<u>Vacation Entitlement</u>
Less than one (1) year	One (1) day of each month of employment.
One (1) year	Twelve (12) days.
More than one (1) year	Twelve (12) days, plus one (1) additional day for each additional year of employment, up to a maximum of twenty-five (25) days; twenty (20) days for employees hired after January 1, 2013.

For the purpose of clarification, the following examples of vacation entitlement are



listed:

Hired: March 7, 1983 – (10) days in 1983  
First Year completed  
January 1, 1984 – (12) days' vacation for 1984  
  
January 1, 1985 – (13) days' vacation for 1985

Hired: July 1, 1983 – (1) day per month – (6) days in  
1983  
January 1, 1984 – (1) day per month – (12)  
days in 1984.  
First year completed  
  
January 1, 1985 – (13) days' vacation in 1985.  
  
January 1, 1986 – (14) days' vacation for 1986.

5. Vacation days may be used individually with twenty-four (24) hours -notice to the director of Public Works or his designee, whichever is applicable. However no more than one (1) vacation day can be requested with twenty-four (24) hours' notice. Employees seeking more than one (1) vacation day must provide at least 48 hours advance notice. Such vacation requests may be refused at the City's discretion if the City is unable to accommodate the employee due to scheduling limitations. Such vacation requests shall not be unreasonably denied.

6. Vacations may be scheduled throughout the calendar year with the approval of the Director of Public Works or his designee, whichever is applicable.

7. Vacation schedules shall be posted by the last business day of March. In order to facilitate the timely posting of vacation schedules all employees are required to submit vacation requests no later than March 5 of each calendar year.

8. In each Division, preference for selection shall be awarded employees in the

order of greatest total employment seniority in the bargaining unit until March 30. In order to comply with selection of vacations by total employment seniority, the City shall maintain the right to assign personnel during vacation, as the efficient governing of the City requires.

9. In the event a holiday, named in this Agreement, falls during an employee's vacation period, such employee shall receive an additional day's vacation.

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

11. Vacation time from any given year may be held over to the following year, only pursuant to the governing N.J. Civil Service Commission statutes and regulations.

12. The Employer shall not charge vacation time arbitrarily against injury time; employees must give notice prior to any request for charging any time to injury time.

13. No more than six (6) employees shall be out on vacation at any time, and no more than twenty-five percent (25%) of the employees from any single unit (excluding the Sanitation Division and the Sanitation Division Supervisor) shall be out on vacation during peak time (i.e., April through October). For the purpose of calculating the vacation schedules of the Sanitation Division, the Supervisor shall not count against the minimum staffing levels. This provision shall be subject to management prerogative to deny or allow vacation time based on seasonal need for necessary functions and tasks.

**ARTICLE XXXI**  
**SICK LEAVE**

1. Effective January 1, 2019, sick time shall be prorated during the first and last year of employment. If an employee works until July 15<sup>th</sup> of the year in which he retires, the employee will be paid for full year's allocation of unused sick time.

2. Employees will receive fifteen (15) sick days per year if hired before January 1, 2013, and twelve (12) sick days per year if hired after January 1, 2013.

3. Unused sick leave days shall be accumulated from year to year.

4. Employees who do not utilize any sick leave in a calendar year may, at the employee's option, be paid in the succeeding January, forty (40) hours pay (twenty-four (24) hours for employees hired after January 1, 2013), at his/her average hourly rate for the previous calendar year, and have five (5) sick days deducted from his/her accumulated sick leave (three (3) days for employees hired after January 1, 2013). Employees using only one (1) sick day in a calendar year may, at the employee's option, be paid in the succeeding January, twenty-four (24) hours pay (sixteen (16) hours for employees hired after January 1, 2013) at the aforesaid rate and have three (3) sick days deducted from his/her accumulated sick leave (two (2) days for employees hired after January 1, 2013). Eligible employees shall notify the City before December 15<sup>th</sup> of the calendar year if they wish to exercise the aforesaid option.

5. Sick leave is to be used in the event of personal illness, or when the attendance of an employee to the illness of a member of his/her immediate family, is required. Employees may be required to substantiate their sick leave requests in writing, and the same shall be used in conjunction with Section 6 and Section 8 herein.

Sick leave cannot be requested for holidays and compensated for as such. In the event

of a request for a legitimate sick-leave event occurring on a holiday, the employee will receive holiday pay only, and will not be compensated further with sick leave pay.

6. The Employer may require proof of illness, whenever three (3) or more consecutive sick leave days are utilized, or if an employee has a pattern of sick leave use, indicative of a purpose other than that for which sick leave is intended. For example, repeated use of sick days at a specific time, such as before or after weekends, holidays and/or vacations.

7. The Employer may also require proof of illness when an employee has been absent on sick leave for periods totaling ten calendar days in one (1) calendar year unless such illness is considered chronic. Chronic illness is defined as a condition that last one (1) year or more and either requires ongoing medical attention or limit daily living activities. Employees who suffer from a chronic illness shall only be required to provide proof of illness once per six (6) month period.

8. Use of sick leave for other than its intended purpose shall be considered abuse of sick leave and cause for disciplinary action.

9. In the event of same, an employee's entire personnel record shall be given weight, including the record of sick leave use and accumulated sick leave, and the principles of progressive discipline shall be followed wherever appropriate.

10. If an employee accumulates one hundred (100) days or more of sick time, the employee may once annually sell back to the City two (2) weeks (ten (10) days) of their accumulated sick time, provided there are still a minimum of ninety (90) days left in unused sick days when the ten (10) days have been subtracted from their total.

11. Absent evidence of abuse as defined under this article, contractually appropriate utilization of sick time shall not be grounds for disciplinary actions, denial of promotions, or other

the determination of entitlement to other benefits of employment.

**ARTICLE XXXII**  
**TERMINAL LEAVE**

1. Effective July 1, 2007, the employees' terminal leave program will be as follows:
  - a. Employees' sick leave banks maintained for terminal leave purposes and earned before January 1, 2008, will be paid out upon retirement on a day for-day (100%) basis up to the first ninety (90) days earned; thereafter, the payment will be on the basis of one (1) day for each three (3) days earned.
  - b. A retiring employee's terminal leave payment shall be based on their accumulated but unused sick leave (according to the above formula) and accrued but unused vacation days, personal days, and compensation hours. Under no circumstances shall an employee's terminal leave payment exceed \$15,000. However, the foregoing \$15,000 limit on any terminal leave payout shall not apply to any current employee who, on or before December 19, 2008, had more than \$15,000 in their sick leave bank; but the limit on terminal leave payout for such employee shall be equal to the dollar amount in their sick leave bank at that time.
2. Employees retiring on pension with less than twenty-five (25) years of service shall be entitled to prorated terminal pay.
3. In the event of an employee's death, payment of the above shall be made to the employee's heir(s).
4. Employees hired after January 1, 2013, will receive a terminal leave payout consisting of their accumulated but unused vacation days, personal days, and compensation hours. Under no circumstances will this terminal leave include accumulated but unused sick days. This terminal leave will not exceed \$15,000.

**ARTICLE XXXIII**  
**GROUP INSURANCE AND PENSION**

Each employee shall be enrolled for all benefit entitlements provided within the Public Employees Retirement System. Pension benefits shall be based on regular straight time wages, longevity pay and any other compensation entitlement.

Employees hired before September 30, 2018, shall be entitled to employer lifetime health benefit coverage through the New Jersey State Health benefits Program (SHBP) at retirement, or its equivalent, providing they meet the years of service rules and age requirements (twenty-five (25) or more years of service and age fifty-five (55)). Employees hired on or after September 30, 2018, shall not be entitled to health benefit coverage on retirement.

**ARTICLE XXXIV**  
**HEALTHCARE INSURANCE PROGRAM**

1A. All active members must change health benefit coverage to NJ Direct 15/Aetna Freedom 15 Health Benefit Plan or lower effective July 1, 2023. A special open enrollment period will be scheduled in accordance with State requirements. At any open enrollment period an employee may elect a higher level of coverage at their own expense as outlined in paragraph 1B.

1B. Effective July 1, 2023, all new hires must enroll in Omnia/Liberty Health Benefit Plan or lower. New hires have the ability to modify their health benefit plan and any additional payment required shall be at their own expense. At any open enrollment period an employee may elect a higher level of coverage. The employee shall be responsible for Chapter 78 contributions level of coverage. The employee shall be responsible for chapter 78 contributions based on the Omina/Liberty Health Benefit Plan and also will be responsible to cover the total difference between the Omina/Liberty Health Benefit Plan and the elected higher coverage plan.

1C. Effective July 1, 2023, for new hires and current employees:

- a. Mandatory generic; and
  - b. \$5/\$20 copay (30-day supply); and
  - c. Step Therapy; and
  - d. For a 90-day supply, a member must use Mail Order to which the copay shall be \$10 for generic and \$50 for brand name; and
  - e. Pharmacy Network
2. Hospitalization benefits shall be continued for members retired on pension,



provided as follows:

- a. That this benefit is subject to the rules, regulations and provisions of the New Jersey Division of Pensions;
- b. That the retired member is eligible to enroll for said coverage through the New Jersey Division of Pensions and does so enroll;
- c. The member is not eligible for significantly similar coverage by virtue of other employment or by virtue of coverage through a family member;
- d. The member is not eligible for government coverage through other programs, for example, Medicare;
- e. In the case of “c” or “d” above, the members shall not enroll for any coverage that requires payment by the City.

3. Health insurance benefits shall be continued for employees who retire with twenty-five (25) years in the Public Employee Pension System and twenty-five (25) years of service with the City of Rahway and their eligible dependents at the time of retirement through any insurance carrier chosen by the City, as long as said benefits are equal to or better than what is provided to active employees, or as long as said benefits are equal to or better than those made available through the New Jersey State Health Benefits Program. Employees who reach sixty-five (65) years of age shall enroll in Medicare Part A and B which will become their primary health insurance. Employees retiring on or after January 1, 2013, shall be responsible for the expense of Medicare Part B. Employees hired on or after September 30, 2018, shall not be entitled to health benefit coverage on retirement. Employees retiring effective July 1, 2023, or later must enroll in NJ Direct 15/Aetna Freedom 15 Health Plan.

**ARTICLE XXXV**  
**SPECIAL LICENSES**

1. The Employer shall pay the fee for the grant or renewal of any special licenses which the employee is required by law to have in the performance of the duties and responsibilities covered by this job classification.

2A Employees who hold the new position of Truck Driver/Mechanic Helper are required to complete and pass one (1) continuing education class, known as ASE or TSE in order to qualify for promotion into the position. Once promoted, employees who hold the position of Truck Driver/Mechanic Helper must maintain at least one (1) ASE or TSE certification at all times. The class must be approved in advance by the Director of Public Works, and such approval shall not be unreasonably withheld. The City will reimburse the employee up to \$150 per class (maximum \$300 per year per employee) for classes that are successfully completed and passed. Successful completion shall be confirmed through the receipt of an official ASE or TSE verification letter. Employees currently employed in these positions that do not have at least one (1) ASE or TSE certification shall have thirty-six (36) months from the signing of this agreement to obtain the required certification.

2B All other vehicle and truck repair personnel (i.e. titles including but not limited to Mechanic, Supervising Mechanic, Diesel Mechanic, etc.) shall be required to complete and pass two (2) continuing education classes, known as ASE's or TSE's in order to qualify for promotion into the position. Once promoted, employees who hold the vehicle and truck repair positions as above must maintain at least two (2) ASE or TSE certifications at all times. The classes must be approved in advance by the Director of Public Works and such approval shall not be unreasonably withheld. The City will reimburse the employee up to \$150 per class

(maximum \$300 per year per employee) for classes that are successfully completed and passed. Successful completion shall be confirmed through the receipt of an official ASE verification letter. Employees currently employed in these positions that do not have at least two (2) ASE or TSE certifications shall have thirty-six (36) months from the signing of this agreement to obtain the required certifications.

a. All vehicle and truck repair personnel are provided 12 months from the date they move into title to obtain the first set of certifications. The annual period for additional continuing education classes shall then run from January 1 through December 31 of the following year for continued compliance. Failure to certify in a timely manner will result in loss of pay, denial of any applicable hourly incentive increases, and further disciplinary action, up to and including termination.

2C Employees who hold the position of Mechanic shall be paid incentive pay as follows:

a. Twenty-five cents (\$.25) per hour for each valid certificate maintained of the ten (10) certificate programs offered as of July 1, 1999, by the National Institute for Automotive Service Excellence;

b. Two dollars and fifty cents (\$2.50) per hour if all ten (10) certificates are maintained. However, those mechanics who held eight (8) certificates as of June 30, 1999, and who were receiving a paid incentive of sixty cents (\$.60) per hour pursuant to Article XXXV, section 2(a) of the preceding Agreement, shall continue to receive that incentive as long as they maintain those same eight (8) certifications.

c. In order to receive hourly incentive increases, employees are required to provide proof of certifications on an annual basis, and no later than January 31st of the

calendar year. Failure to submit proof of certifications in a timely manner (other than through no fault of the employee and where employee supplied proof of delay and/or registration of class providing the certification) may result in denial of the hourly incentive increases.

3 Employees may use City vehicles for the purpose of training for a commercial driver's license examination, provided obtaining the license is necessary for the performance of a Rahway Public Works and/or Sanitation Division job assignment and provided prior written approval is obtained from the Director of Public Works or his designee.

4 The City agrees to reimburse employees for the cost of a commercial driver's license (CDL) once every four (4) years for the employees required to maintain CDL's. This reimbursement shall be made whenever necessary in order to keep the bus license current. The City also agrees to reimburse the employees for any costs incurred from the State to have fingerprinting and/or background checks done to maintain their CDL including the cost to obtain a medical certification from a doctor designated by the City.

Any employee who fails to maintain an active CDL shall be subject to discipline up to and including termination, as long as it is a job requirement. Additionally, an employee who has had his job required CDL expire, suspended, or revoked for any reason has a duty to notify his supervisor within seven (7) working days (including vacation days) of reasonable notice of same.

Effective January 1, 2024, for safety purposes, employees who are required to have a CDL as part of their job requirement, must undergo an eye exam on a bi-annual basis (once every two years) and must provide proof of satisfactory eye exam to their supervisor. Said employees will be required to get the eye exam within 3 months, or no later than October 31 of the calendar year.

Additionally, these employees shall receive reimbursement for their eye-exam co-pay plus

up to \$150 for eyeglasses or contact lenses on a bi-annual basis (once every two years). Separate original itemized receipts with the employee's name and date should be submitted for exam and eyeglasses/contacts to Administration for processing.

Any employee who fails to maintain an active CDL shall be subject to discipline up to and including termination. In addition to any discipline, any unit member currently without a CDL will not receive the step increase in pay nor a promotion until a CDL license is acquired, as long as it is a job requirement.

**ARTICLE XXXVI**  
**TOOL ALLOWANCE**

1. The following job classifications qualify for the tool allowance: General Supervisor, Supervisor Trades, Mechanics (to include Mechanic's Helper, Truck Driver/Mechanic's Helper, Diesel Mechanic, Senior Mechanic/Senior Diesel Mechanic, and Supervising Mechanics/Garage Supervisors) and Public Works Repairers.

There will be a tool allowance as follows for Mechanics: \$300 for 2022, \$350 for 2023 and \$400 for 2024.

In addition, there will be a tool allowance as follows for Repairers, General Supervisor and Supervisor Trades: \$250 for 2022, \$300 for 2023 and \$350 for 2024.

Employees shall be held accountable and responsible for such tools and shall be required to furnish the Employer proof of purchase of such tools, prior to receiving any payment under this provision, provided the Supervisor approves of the purchase

2. The City shall provide insurance coverage against theft of tools and loss of tools from fire for Mechanics and the Mechanic Foreman, up to a maximum of thirty thousand dollars (\$30,000.00), providing the employees provide a written inventory of their tools.

3. The tool allowance may be used to purchase tools, but not equipment. The definitions of "tool" and "equipment" shall be determined by agreement of the parties at a subsequent date.

**ARTICLE XXXVII**  
**MEAL ALLOWANCE**

Employees shall be entitled to a meal allowance of fifteen dollars (\$15.00) after working ten (10) continuous hours and for each additional four (4) continuous hours thereafter.

**ARTICLE XXXVII (A)**  
**CLOTHING MAINTENANCE ALLOWANCE**

1. After the 90-day probationary period, each new employee will be provided with a coat, bib, or coveralls, a week's worth of uniform, and boots, which is purchased by the City.

2. There will be an annual \$1,000.00 (one thousand dollars and zero cents) uniform allowance and allotment benefit for Street Division employees and \$1,100.00 for Sanitation Division employees. The City may, at its discretion, implement a purchasing program to provide uniforms to employees rather than reimburse employees for uniform purchases.

Street Division employees will receive a uniform allowance of \$500.00 (five hundred dollars and zero cents) and the Sanitation Division employees will receive \$550.00 (five hundred fifty dollars and zero cents) on April 1 annually. An additional allotment of \$500 (five hundred dollars and zero cents) for Street Division employees and \$550.00 (five hundred fifty dollars and zero cents) for Sanitation Division employees respectively shall be made available on November 1 annually.

Employees are required to purchase/order uniforms using their allowance/allotment from City-approved vendors only. No other uniforms will be provided by the City.

New employees will only be entitled to one \$500.00 (five hundred dollars and zero cents) allotment during their first year of employment. The \$500 allotment shall be made available no sooner than 4 months after their initial date of hire.

3. All employees are required to wear uniforms purchased through City approved vendors, as provided for in the Department's dress code policy, at all times during work time.



Employees shall be subject to random uniform inspections to ensure compliance. Any employee who is not in City-approved vendor purchased uniform in proper condition shall be disciplined, sent home, and docked for the day's pay. Repeated failure to wear appropriate uniform, and/or general failure to comply with the uniform policy shall be subject to discipline up to and including termination.

4. Twice each year employees will be provided with a standard form containing the brand, description and price of uniform clothing items and orders must be placed through the City but paid by the employee to the vendor directly.

**ARTICLE XXXVIII**  
**SAFETY MEASURES**

1. It shall be a requirement that all employees wear safety work shoes as specified by the Employer, unless employees produce a statement from a medical doctor or other competent authority.

2. The Employer agrees that, at the discretion of the Director of Public Works, trucks will be manned by two (2) employees when used in the operation of snow plowing.

3. The Employer and the Union also agree to establish a joint safety committee to review all worker's compensation claims and to make recommendations as to their future avoidance, and to generally make recommendations as to job safety.

4. The City and Union also agree that any and all problems concerning safety, health, environment and working conditions, shall be reviewed periodically, and a check list be maintained with a follow-up and a follow-through of all problems. Included on the check list will be the following items:

- a. All sluice gates must be motorized, instead of manually operated, for safety measures.
- b. Ventilation of the fluoride machine.
- c. Carbon and lime dust collector to be maintained more efficiently.
- d. Exhaust fan in the filter building in the upper level.
- e. Chassis lubrigun.
- f. Microwave oven in kitchen for all employees working around the clock.

**ARTICLE XXXIX**  
**FUNERAL LEAVE**

1. The Employer agrees to grant an employee a funeral leave with full pay when a death occurs in the employee's immediate family.

2. The employee's immediate family is considered to include spouse, children, brother, sister, parents, step-parents, parents-in-law, brother-in-law, sister-in-law and grandparents and grandchildren of employee or spouse. Civil Union partners and domestic partners are covered as well; however, funeral leave will only be given to employees who can provide verification.

3. This provision also applies for any other deceased relative who resided with the employee.

4. All Funeral leave with pay shall not exceed four (4) working days and shall terminate the day following the funeral.

5. The Employer may require submission of proof of the death of the immediate family member.

6. An Employee may be granted one (1) working day of absence with full pay in case of death of a relative not enumerated in Section 2. Such leave is subject to the prior approval of the Business Administrator, or his designee, and shall not be unreasonably withheld.

**ARTICLE XL**  
**JURY DUTY**

1. An employee who is called to jury duty shall immediately notify the Employer.
2. An employee who is excused from jury duty service on any day shall report for work on such day.
3. An employee shall not be required to report back for work on any day he is in attendance at court for jury duty service, regardless of the employee's shift.
4. The Employer agrees to pay the employee an amount, in addition to jury duty service fees, sufficient to guarantee no loss in wages on account of such absence from work.

**ARTICLE XLI**  
**MILITARY LEAVE**

Military leave will be granted to employees pursuant to provisions of the Uniformed Services Employment and Reemployment Act.

**ARTICLE XLII**  
**SANITARY CONDITIONS**

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water and with toilet facilities for employees only, if possible.

**ARTICLE XLIII**  
**LIE DETECTOR TEST**

The Employer shall not require that an employee or applicant for employment take a polygraph or any other form of lie detector test.

**ARTICLE XLIV**  
**COMPENSATION CLAIMS**

1. The Employer shall provide Workmen's Compensation protection for all employees, or the equivalent thereof, if the injury arose out of or in the course of employment.

2. In the event that an employee is injured on the job, the Employer shall pay such employee his day's guarantee for that day lost because of such injury pursuant to Article XLIV A below.

3. Workmen's Compensation doctor shall mean the doctor selected by the Employer.

4. The past practice of charging employees with sick leave for on-the-job injury until Worker's Compensation benefits commence shall be discontinued effective immediately upon execution of this agreement. In such cases when the employer admits, or a Judge of Compensation finds the injuries are compensable, no sick leave shall be charged for said period of time.



**ARTICLE XLIV (A)**  
**CONTINUATION OF WAGES**

1. Employees who receive Worker's Compensation benefits for a job-related injury or disability will be eligible to be paid their base salary less all applicable payroll deductions for a maximum of one (1) year from the date of the employee's injury or disability. All Workers Compensation benefits will be paid directly to the employer from the worker's compensation carrier. If the employee receives a worker's compensation benefits check within the one-year period described in this section, then he/she shall immediately remit those benefits to the employer.

2. The City may, in its sole discretion, as a condition of such payment require an employee requesting utilization of benefits under this Article to be examined by a doctor/examiner of the City's choice as often as reasonably required by the City. These examinations shall be in addition to any and all examinations required by the City's workers' compensation insurance company, claims representative, or third-party administrator. The examination shall be performed by the doctor, therapist, functional capacity evaluator and/or other medical care providers who can address the employee's fitness for duty (and any other purposes which benefit the City). The City will pay for the cost of that doctor's visit. The results of any examination shall be provided to the employee and the Business Administrator.

3. This Article shall not be affected by a change of the City's health benefits carrier.

4. This Article is contingent upon passage of a municipal ordinance pursuant to N.J.S.A 40A:9-7.

**ARTICLE XLV**  
**PROTECTION OF RIGHTS**

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a primary labor dispute or refuse to go through or work behind any primary picket line, including the primary picket line of the Union's party to this agreement and including primary picket lines at the Employer's place of business.

**ARTICLE XLVI**  
**SEPARABILITY & SAVINGS CLAUSE**

1. If any Article or Section of this Agreement, or of any supplements or riders, thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders, thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

2. In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

3. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the state written notice, either party shall be permitted all legal recourse in support of its demands.

**ARTICLE XLVII**  
**LEGAL REFERENCE**

1. Nothing contained in this Agreement shall alter the authority conferred by law, ordinance, resolution or Administrative Code. upon any City official or in any way reduce or abridge such authority. This Agreement shall be construed as requiring City officials to follow the terms contained herein to the extent that they are applicable in the exercise of the responsibilities conferred upon them by law.

2. Nothing contained herein shall be construed to deny or restrict to any employees such rights as he may have under applicable law.

**ARTICLE XLVIII**  
**MAINTENANCE OF STANDARDS**

Protection of Conditions: The Employer agrees that all conditions of employment relating to wages, salaries, hours of work and benefits shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions or improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of the error. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

**ARTICLE XLIX**  
**MISCELLANEOUS**

The City shall provide such employee with a booklet of rules and regulations of employment. The Union agrees to review same prior to publication to check for compliance with the labor Agreement.

**ARTICLE L**  
**STATE OF EMERGENCY**

If a State of Emergency is declared and the City Hall closes, the employees are not entitled to additional time off.

**ARTICLE LI**  
**TERMINATION CLAUSE**


This Agreement shall be in full force and effect from the 1<sup>st</sup> day of January 2022, up to and including the 31<sup>st</sup> day of December 2024, and shall continue from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is service by either party upon the other party at least sixty (60) days prior to the date of expiration.

The parties may reopen contract negotiation, mid contract, regarding Article XXXIV "Health Care Insurance Program" regarding employee health care insurance benefits and the 'Cadillac Tax' only. The parties shall not reopen contract negotiations, mid-contract for any other reason.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals this 1<sup>st</sup> day of June 2023.

**THE CITY OF RAHWAY**

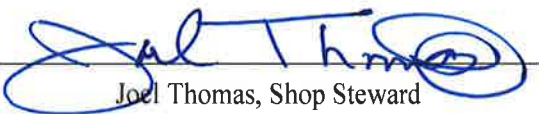
**ATTEST**

  
\_\_\_\_\_  
Raymond A. Giacobbe, Mayor

  
\_\_\_\_\_  
Jeffrey Jotz, City Clerk

**TEAMSTERS LOCAL UNION NO.: 469**

  
\_\_\_\_\_  
Michael Tkatch, Business Agent

  
\_\_\_\_\_  
Joel Thomas, Shop Steward